

U. A. LOCAL NO. 159 DEFINED BENEFIT PLAN

**SUMMARY PLAN DESCRIPTION
AND FORMAL PLAN RULES**

March 1, 2016

INTRODUCTION

This Summary Plan Description has been prepared to provide you with up-to-date information about the U. A. Local No. 159 Defined Benefit Plan. It describes the rules of the Plan as amended by the Board of Trustees through March 1, 2016, including the current rules for accrual of benefits, vesting, breaks in service, amount of benefits accrued, and eligibility for benefits. Some superseded rules are discussed for your convenience, including rules of the Bay Area Pipe Trades Pension Plan or of the pension plans which merged into that plan. No differences between the Summary Plan Description and the formal text of the Plan are intended, but in the event of any inconsistencies, the Formal Plan Text is controlling.

This Summary Plan Description applies only to members currently employed in covered employment for which contributions are made to this Plan. Except as expressly provided in the Formal Plan Text, the rights of any member who is not currently employed in covered employment are determined by the rules in effect when he or she last worked in covered employment. The rules regarding applications for benefits and forms of benefit are determined at the time of the application.

If you have questions regarding the Plan, you may put them in writing and send them to the Plan Administrator's Office at the address listed on page 1. Your questions will be answered in writing by the Plan Administrator or Legal Counsel. Any other interpretations of Plan provisions and statements regarding your rights and obligations, and the rights of your beneficiaries, are not authorized and are not binding on the Plan. If you disagree with an adverse determination by the Plan Administrator or Legal Counsel, you may appeal that determination to the Board of Trustees, as explained in the Summary Plan Description and Formal Plan Text which follows. The Board has complete discretion to decide all questions about this Plan, including questions about your eligibility for benefits and the amount of any benefit payable to you, and its decisions concerning the Plan are final and binding on all concerned persons.

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TRUSTEES AND ADMINISTRATION

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SUMMARY PLAN DESCRIPTION

BASIC PLAN INFORMATION

1. Vesting Credits: 0.3 Vesting Credit for 300 hours of covered employment in a Plan Year, up to 1.0 Vesting Credit for 1000 or more hours.
2. Benefit Credits (for current hours): 1.0 Benefit Credit for 1200 hours of covered employment in a Plan Year, adjusted for more or less hours, with a minimum of 300 hours and no maximum.
3. Vesting: Ten Years of Vesting Credit, counting both partial and full years; or for active participants on or after January 1, 1999: five Years of Vesting Credit, counting only full years of 1000 hours.
4. Breaks in Service: Temporary: any Plan Year in which an unvested participant fails to perform 300 hours of covered employment. Permanent: a series of temporary breaks in service equal to the greater of five years, or the number of full or partial years of Vesting Credit accrued before the break began. However, there are several exemptions, including disability or working in certain types of public employment.
5. Eligibility for benefits: All types of retirement require termination of all employment in the Plumbing and Pipefitting Industry. Benefits are payable under the following conditions:

Normal Retirement (unreduced): age 65 and 5 Vesting Credits (counting only years with at least 1000 hours of covered employment), or, with less than 5 Vesting Credits, age 65 and the 5th anniversary of the date you commenced participation under the Plan without a break in service.

Early Retirement (reduced): age 55 and 10 Vesting Credits and 10 Benefit Credits.

Service Retirement (unreduced): enrollment date before July 1, 1976 and 25 calendar years of enrollment in the Plan and 25 Benefit Credits.

Age and Service Retirement (unreduced): enrollment date after June 30, 1976 and attainment of age 55 and 30 calendar years of enrollment in the Plan and 30 Benefit Credits.

Disability Retirement (unreduced): Qualifying service in 1 of the 3 Plan Years before the disability began; and one of the following: i) 10 Vesting Credits and 10 Benefit Credits and disabled from the trade (any age); ii) 5 Vesting Credits and 5 Benefit Credits and age 55 and a Social Security Disability award; or iii) 9.5 Vesting Credits and 10 Benefit Credits and age 54 and a physician's written opinion of 6 or fewer months to live.

6. Forms of Benefit:

Normal Form

For Married participants: 50% Joint and Survivor Annuity with Pop-Up Feature

For Non-married participants: Single Life Annuity with 60 Month Guarantee

Optional Forms

75% and 100% Joint and Survivor Annuities with Pop-Up Feature

50%, 75% and 100% Contingent Beneficiary Annuities with Pop-Up Feature

Single Life Annuity with 120 Months Guarantee

Social Security Integration Option

7. Pre-Retirement Death Benefits (subject to qualification):

Either:

a. Monthly benefits for the life for your surviving spouse in the form of a 100% survivor annuity, or

b. a benefit of \$4,000 per year of Benefit Credit, up to \$100,000, for your spouse or designated beneficiary, in installments (or under certain circumstances in a lump sum), plus, for your surviving spouse or registered domestic partner only, the 100% survivor annuity described in 7.a. above, but actuarially reduced to account for the installment payments (or lump sum) received under 7.b.

8. Appeals: If you disagree with a decision of the Plan Administrator or the Board of Trustees, you may file an appeal not later than 60 days after receiving an adverse determination, or not later than 180 days if your appeal concerns disability benefits. A lawsuit based on a denial of benefits must be filed within 1 year from the date that the Board of Trustees informs you of its decision.

QUESTIONS AND ANSWERS

1. HOW DO I EARN A PENSION?

Your right to pension benefits under the Defined Benefit Plan depends upon how many years of Credited Service you have earned and the value of the credits for the years in which you earned Credited Service. You earn Credited Service by performing employment for participating employers in positions for which contributions are required to be made to this Plan ("covered employment"). There are two types of Credited Service: Prior Service and Current Service.

(a) Credited Prior Service

If you were a participant in the U. A. Local No. 159 Pension Plan (or any other Pension Plan which was merged into the Bay Area Pipe Trades Pension Plan), the credits you accrued under that Plan are recognized under this Plan. Your Prior Plan credits include both your Past Service and your Future Service under the Prior Plan.

(b) Credited Current Service

Credited Current Service is granted for all employment for which contributions are or have been required to be made to this Plan, from July 1, 1976, forward. All employees who are working in covered employment are eligible to accrue Current Service Credit under the Plan. After July 1, 1994, covered employment includes only employment under collective bargaining agreements of U. A. Local No. 159 or under reciprocity agreements (see Question No. 3). Years of Credited Current Service are of two types: Vesting Credit and Benefit Credit.

Vesting Credit

You will earn Vesting Credit in any Plan Year in which you work 300 hours of covered employment. A full Year of Vesting Credit is granted for performance of 1,000 hours of covered employment in a Plan Year. Partial credit of 0.3 Year (three-tenths of a Year) is granted for 300 hours, and additional credit of 0.1 Year (one-tenth of a Year) for each additional 100 hours, up to the maximum of one Year of Vesting Credit in any Plan Year. Vesting Credit includes:

- (1) hours worked under a Collective Bargaining Agreement of U. A. Local No. 159;
- (2) hours worked for a participating Individual Employer upon non-covered contiguous employment, such as a supervisory or other non-bargaining unit position, provided there was no quit, layoff,

other discharge or retirement between the covered and non-covered employment;

- (3) hours of covered employment as a full-time representative of the Union or a related entity; and
- (4) hours recognized under a reciprocal agreement between this Trust Fund and another U. A. Trust Fund.

Benefit Credit

The amount of benefits you receive, and your eligibility for certain rights under the Plan, depends on how much Benefit Credit you have accrued. If you were a member of U. A. Local No. 159 on July 1, 1994, Benefit Credits accrued before that date (when this Plan was known as the Bay Area Pipe Trades Pension Plan), or before July 1, 1976 under a Prior Plan, remain valid. (Please note that no benefits are paid for any credits which have been lost due to a permanent break in service under this Plan or a Prior Plan.)

A Year of Benefit Credit is currently granted for 1200 hours of Credited Current Service in a Plan Year, with no maximum. The basic benefit for a Plan Year in which you earn 1.0 Benefit Credit is currently set at \$176 for July 2014 and thereafter, subject to future action of the Board of Trustees based upon the financial condition of the Plan at the time. The value of the basic benefit for 1.0 Benefit Credit in recent years was set as follows:

Plan Years:	Amount:
July 2014 and thereafter	\$176
2013 - June 2014	\$163
2008 - 2012	\$115
2006 - 2007	\$130
2005	\$120
2001 - 2004	\$100
2000	\$77
1999	\$70
1998	\$80
1996 - 1997	\$70
1995	\$50
1994	\$73

The value of Benefit Credits under the Prior Plans was fixed under the terms of those Plans. For credits earned prior to July 1, 1976, under the original U. A.

Local No. 159 Pension Plan, a Year of Past Service Credit is valued at \$17, and a Year of Future Service Credit may be valued at up to \$27.75. The value of a Year of Benefit Credit for Plan Years from July 1, 1976, through the 1993 Plan Year, and the number of Years of Benefit Credit you could accrue each Plan Year, varied from year to year. The lowest value for a Year of Benefit Credit for a member of U. A. Local No. 159 was \$32 for 1500 hours of covered employment in the full Plan Years ending June 30, 1977, 1978, and 1979. The highest value was \$126 for 1200 hours of covered employment in the Plan Year 1984. For the 1990 and 1991 Plan Years, a greater benefit was credited to participants with 25 or more Years of Benefit and Vesting Credit at the beginning of the Plan Year. A full statement of the value of Plan Years since July 1, 1976, appears in Article III, Section 2 of the Formal Plan Text.

A statement is distributed each year to each participant with his or her Benefit Credits and the resulting normal monthly retirement benefit amount. If you want information about your personal Benefit Credits, contact the Plan Administrator.

2. CAN I LOSE MY PENSION IF I STOP WORKING IN COVERED EMPLOYMENT?

Your right to benefits, upon otherwise qualifying for retirement under the Plan, may not be taken away from you once your interest in the Plan becomes vested. Until you are vested, however, you may lose your right to benefits under the Plan if you do not perform enough covered employment. Note that the rules listed below apply only to employees who have worked in covered employment after the effective date of this booklet or the effective dates of the Plan amendments adopting such rules, whichever is earlier. The rules for vesting and breaks in service for any employee who has not worked in covered employment after the publication of this booklet are the Plan rules (or Prior Plan rules) that were in effect when the employee last performed covered employment for which he or she received Plan credit.

(a) General Vesting Rules

Your benefit becomes vested if and when you meet any of the following requirements:

- (1) effective January 1, 1999, you earn five (5) years of Vesting Credit, counting only Plan Years of at least 1000 hours of covered employment, and you have performed either:
 - (A) 300 hours of Covered Employment in 1998 and at least one hour of Covered Employment in 1999; or
 - (B) 300 hours of Covered Employment in 1999 or any year thereafter; or
- (2) you have earned ten (10) years of Vesting Credit, regardless of your age; or

- (3) you have earned five years of Vesting Credit, for employment for which contributions were required but which is not covered under a Collective Bargaining Agreement, such as full-time employment for the Union or the apprenticeship program; or
- (4) you have attained age 65 and reached the fifth (5th) anniversary of your employment under the Plan without a break in service.

If you qualify for five-year vesting, but you previously had lost credits due to a permanent break in service, five-year vesting does not apply to the credits which were already lost. Credits lost due to a permanent break in service under the rules in effect as of the last hour of your Covered Employment before the break in service began are not revived or reinstated by the adoption of five-year vesting, even if you had accrued five years of Vesting Credit before the break in service.

See Article I, Section 13, of the Formal Plan Text for a complete statement of the Plan's vesting rules.

Example of Five-Year Vesting

Plan Year	Number of Hours Worked	Vesting Credit for the Year	Vesting Credits Counted for 5-Year Vesting
2008	800	0.8	0
2009	1200	1.0	1.0
2010	1050	1.0	1.0
2011	1100	1.0	1.0
2012	750	0.7	0
2013	1000	1.0	1.0
2014	1050	1.0	1.0
Total:		6.5	5.0

(b) Breaks In Service

If you are not vested, and you fail to perform at least 300 hours of Credited Service in a Plan Year, you will suffer a one-year break in service. You will lose all of your accrued credits if you have a break in service which exceeds the longer of: (1) five years; or (2) the number of full or partial Years of Vesting Credit you earned prior to the break.

No Plan credits accrued before a permanent break-in-service are counted for any purpose under the Plan. This rule applies to all past and future breaks in service, even if you returned to covered employment after a break in service became permanent, and accrued enough credits to become vested

for your later service. Please note that different rules concerning breaks in service have applied at different times. If you had a break in service in the past, check a copy of the Plan rules then in effect, or call the Plan Administrator for information concerning the Plan rule which applies to your break in service.

(c) Exceptions to the Break in Service Rules

A Plan Year in which you failed to be credited with the minimum number of hours will not be counted against you toward a break in service if any of the following applied to you at the time, and you provide proof satisfactory to the Board of Trustees that you qualify, and you were available for employment, or you retired, within 90 days of the termination of the condition causing the break:

- (1) you were continuously disabled from regularly performing work under the jurisdiction of the United Association (i.e. in the plumbing or pipefitting trades); or
- (2) you were in full-time military service; or
- (3) you were employed by a public agency as a plumber or pipefitter or in another position approved by the Board of Trustees (before January 1, 1998, this applied only to positions in Contra Costa County, Alameda, Solano, and Napa Counties);
- (4) you were on a leave of absence which was authorized in advance by the Board of Trustees of this Plan or a Prior Plan;
- (5) you were participating in a strike or have been locked out, or you are employed on Union business; or
- (6) your failure to be credited with the then-required minimum service was due to pregnancy, birth or adoption of a child, or need to care for the child during the period of time immediately following the birth or adoption.

You will also not be treated as on a break in service after April 10, 1997, if you were engaged in employment as a sole proprietor or partner in a signatory contracting business, or as an active shareholder of a corporate signatory employer.

3. WILL I RECEIVE CREDIT FOR WORK OUTSIDE THE JURISDICTION OF U. A. LOCAL NO. 159?

This Plan maintains written reciprocity agreements with United Association-affiliated pension plans in other geographic areas. You may be able to receive credit for work outside the jurisdiction of U.A. Local No. 159 under these

agreements. Reciprocity agreements are of two types, "money reciprocity" and "vesting or pro-rata reciprocity."

(a) Money Reciprocity

Under a money reciprocity agreement, a participant who is working in a geographical jurisdiction of a U. A. local union other than Local No. 159 may elect to have employer contributions remitted back to this Plan. To benefit from such an agreement, you must complete an authorization form when you begin work covered under the reciprocity agreement. These agreements do not provide for retroactive reciprocity. If you complete an authorization form, and have contributions reciprocated back to this Plan, you will receive Vesting Credit based on the number of hours worked in the other area. Your Benefit Credit will be based on the contribution rate which applied to those hours and the amount of money received by this Plan.

(b) Vesting or Pro-Rata Reciprocity

Under a "pro-rata" reciprocity agreement, no money is transferred back to your home pension plan when you accrue benefits under a participating plan. Instead, the Years of Vesting Credit you earn under each participating plan are counted by all of the plans solely for the purposes of vesting, subject to the requirements of the agreement. If you believe that you have a pension claim based on a "pro-rata" reciprocity agreement, or you have questions about whether these agreements may apply to you, contact the Plan Administrator.

4. WHEN AM I ELIGIBLE TO RECEIVE BENEFITS FROM THE PLAN?

Once your interest has vested, you may retire upon qualifying for Normal, Early, Service, Age and Service, or Disability Retirement. However, even when you are qualified for benefits, no benefits are paid until you apply for a pension, and until you have stopped working in Industry Service. The amount of your benefits may be affected by the type of retirement you take. See Article II of the Formal Plan Text for a complete statement of the requirements for each type of retirement, and Article III, Section 3, for the reductions which may apply.

(a) Normal Retirement Benefits

You may receive Normal Retirement benefits upon attaining any of the following combinations of age, service, and retirement status:

- (1) you reach age 65 with 5 Vesting Credits (counting only years with at least 1000 hours of covered employment), or with less than 5 Vesting Credits, age 65 and the fifth anniversary of the date you commenced participation under the Plan without a break in service, and you retire from the Plumbing and Pipefitting Industry; or

- (2) on April 1 following the calendar year in which you turn age 70½, if you are at least a 5% owner of a contributing employer, or if you have retired from Industry Service.

(b) Early Retirement Benefits

You may receive reduced Early Retirement benefits if you retire from the Plumbing and Pipefitting Industry on or after the attainment of age 55 with 10 Years of Vesting and Benefit Credits. Early Retirement Benefits for people who qualify under this rule are reduced by ¼ of 1% for each month that your retirement effective date precedes your Normal Retirement date through age 60, and by ½ of 1% for each month that it precedes your 60th birthday.

The table below illustrates the percentage of your pension you will receive if you retire early at the following ages:

Exact Age on Effective Date of Pension	Percentage of Normal Pension Amount
55 years, 0 months	55%
56 year, 0 months	61%
57 years, 0 months	67%
58 years, 0 months	73%
59 years, 0 months	79%
60 years, 0 months	85%
61 years, 0 months	88%
62 years, 0 months	91%
63 years, 0 months	94%
64 years, 0 months	97%

For example, if you were eligible to receive a normal pension amount of \$2,500 per month at age 65, but you instead decide to retire at age 59, you will receive a lifetime monthly early retirement amount of $\$2,500 \times 79\% = \$1,975.00$.

(c) Service Retirement Benefits

- (1) You may receive an unreduced early "Service Retirement Benefit", if you retire from the Plumbing and Pipefitting Industry and you satisfy all three of these rules:
 - (A) you have at least 25 Years of Benefit Credit;
 - (B) at least 25 years have elapsed since your enrollment date under the Plan; and
 - (C) on June 30, 1976, you were a member of a Prior Plan of the Bay Area Pipe Trades Pension Plan.
- (2) If your Enrollment Date is after June 30, 1976, you may retire on an "Age and Service Retirement" when you have attained age 55 and accrued 30 Years of Benefit Credit, and at least 30 years have elapsed since your enrollment under the Plan.

Both types of Service Retirement Benefits are unreduced from Normal Retirement Benefit amounts, based on your highest twenty-five years of Benefit Credit up through December, 1980, if any, and additional Benefit Credit from January, 1981 forward, without limit.

(d) Disability Retirement Benefits

You may receive Disability Retirement benefits if you are permanently incapacitated from working in covered employment in the Plumbing and Pipefitting Industry (unless that incapacity resulted from self-inflicted injury or habitual use of drugs or alcohol), and you have attained the required age with qualifying service credits. For disability benefits, qualifying service credits means: (1) at least 300 hours of covered employment in any of one of the three Plan Years ending with the year that your disability began; and (2) either: (A) ten or more years of Vesting Credits and Benefit Credits, or (B) five (5) or more years of Vesting Credits and Benefit Credits and a Social Security Disability Award, and you have attained age 55; or (C) at least nine and one-half (9.5) years of Vesting Credit and at least ten (10) years of Benefit Credit and you have attained at least age 54, and you have obtained the written opinion of a licensed physician that you have 6 or fewer months left to live.

Effective for applications filed on or after July 1, 2006, if you have reached age 65, or if you have a Social Security Disability Award, or if you satisfy the requirements for a Service or Age and Service Retirement, Disability Retirement Benefits are unreduced from your Normal Retirement Benefits.

If you have not reached age 65, or if you have not received a Social Security Disability Award, or if you do not satisfy the requirements for a Service or Age and Service Retirement, Disability Retirement Benefits will be your monthly

Normal Retirement Benefit, reduced by a factor based upon your total annual wages, as follows:

Total Annual Wages	Reduction of Benefit
\$15,000 or less	0%
\$15,001 - \$20,000	10%
\$20,001 - \$25,000	15%
\$25,001 - \$30,000	20%
\$30,001 - \$35,000	25%
\$35,001 - \$40,000	30%
\$40,001 - \$45,000	35%
\$45,001 - \$50,000	40%
\$50,001 or more	50%

When you apply for a disability retirement, you will be required to submit a sworn statement of your total annual wages, along with a copy of the first page of your federal tax return, and all W-2 forms and Schedule Cs. No later than April of each year thereafter, you must submit a copy of the first page of your federal tax return, and all W-2 forms and Schedule Cs, to document your total annual wages. Your benefit will be adjusted as necessary based on the paperwork you submit, and any adjustment will take effect on July 1 of each year and remain in effect for one year.

The Board of Trustees may also require you to submit proof of your continuing disability.

There is also a Special Disability Benefit of a one-time lump sum payment for participants who do not qualify for other benefits and who meet the qualifications listed in Article II, Section 5 of the Formal Plan Text.

5. HOW ARE MY BENEFITS PAID?

Retirement benefits under the Plan are paid as monthly benefit payments. Benefits are normally paid for your life alone, or if you are married, for your life and your spouse's life. The Plan also provides three types of Single Life Annuities (two of which have minimum benefit guarantees), and contingent beneficiary options, which pay benefits for your life and the life of a designated non-spouse beneficiary. Any election by a married participant of a benefit other than a Joint and Survivor Annuity is subject to your spouse's consent. Study the

following options carefully, because once you have received your first check, you may not change your election, except as expressly provided in the Plan.

(a) Single Life Annuities

The Plan provides three types of single life annuities:

- (1) Sixty-Month Guarantee: The Plan's Normal Retirement Benefit is a monthly benefit for your life alone, with a guarantee of sixty months of benefits. This guarantee means that if you do not survive to receive sixty months of benefits, your designated beneficiary will receive the remaining payments of the guaranteed period. All other forms of pension are adjusted to be the actuarial equivalent of this benefit.
- (2) 120-Month Guarantee: The Plan also provides a single life annuity benefit with a 120-month guarantee, which is reduced from your Normal Retirement Benefit by a factor which reflects your age at retirement. (See Article III, Section 7(b) of the Formal Plan Text for these reductions.)
- (3) Social Security Integration Option: For early retirements, the Plan provides a single life annuity benefit, which is adjusted to be higher before your Social Security Old Age Benefits begin, and reduced thereafter, so that your income after retirement is reasonably constant.

Pop-Down Feature (electing a Joint and Survivor Annuity after retirement): Effective for benefits payable after January 1, 1998, regardless of when you retired, if you are receiving a single life annuity form of benefit (other than the Social Security Integration Option), and you are married to a new spouse after retirement for twelve months, then you may apply any time before the fourteenth month of your marriage to convert your pension to a Joint and Survivor Annuity for the benefit of your new spouse. You may submit an application before the twelfth month of your marriage, but the new form of benefit will apply only after the twelfth month. This option is available only once in your lifetime.

(b) Joint and Survivor Annuities with Pop-Up Feature

The Plan provides three types of Joint and Survivor Annuities, which pay either 50% survivor benefits, 75% survivor benefits, or 100% survivor benefits.

A Joint and Survivor Annuity has two parts: a monthly benefit for your life, followed by a monthly survivor benefit paid to your spouse, in an amount which is a fixed percentage of the monthly benefit paid while you were alive (either 50%, 75% or 100%).

In all three options, the amount of the benefit paid while you and your spouse are living is reduced so that the combined benefits payable to you and

your surviving spouse are the actuarial equivalent of the Single Life Annuity with 60-Month Guarantee. The actual amount of this reduction depends on your age and your spouse's age at your retirement.

The 75% and 100% Joint and Survivor Annuities are subject to greater reductions than the 50% Joint and Survivor Annuity, in return for which greater survivor benefits are paid to your surviving spouse.

Pop-Up Features: The Plan provides for "pop-up" features for all Joint and Survivor Annuity forms of benefit. If you elect one of these forms of benefit, and your spouse dies before you, your benefits "pop-up" to your unreduced Normal Retirement Benefit, but without the 60-month guarantee. (If you took a reduced Early Retirement, that reduction still applies.)

The pop-up feature may also apply in the case of divorce. Effective for benefits payable on or after January 1, 1998, regardless of when you retired, if you get divorced from your beneficiary-spouse, you may apply to have your benefits pop-up to your Normal Retirement Benefit, if you provide the following documents:

- 1) a certified copy of the judgment of dissolution of your marriage to your beneficiary-spouse; and
- 2) a qualified domestic relations order in a form satisfactory to the Board of Trustees which terminates all rights of the beneficiary-spouse to any benefits under the Plan (expressly including survivor benefits).

(c) Contingent Beneficiary Options

The contingent beneficiary options are identical to the joint and survivor annuities (including the "pop-up" feature), except that your survivor benefits are paid to someone other than your spouse. If you are married at retirement, you may elect this form of benefit only with your spouse's consent. Like the joint and survivor annuities, your benefits are adjusted to reflect your age and your beneficiary's age at your retirement. You may not designate a beneficiary who is so young that monthly benefits of less than \$25 would be paid.

(d) Pop-Up Options with 60-Month Guarantee

The Plan also provides 50%, 75%, and 100% joint and survivor annuities, for the benefit of your spouse, which have both a "pop-up" feature, and a guarantee of 60 months of benefits. Under this guarantee, if both you and your spouse die before a total of 60 months of benefits is paid, benefit payments will continue to your designated beneficiary until a total of 60 monthly benefits has been paid. These forms of benefit are subject to an additional 1%, 1½%, and 2% reduction from the 50%, 75%, and 100% Survivor Annuities, respectively.

(e) Electing Your Form of Benefit

You make your election of your form of benefit at your retirement, in writing, on your Plan application forms. Different rules apply, depending on whether you are married or unmarried at retirement.

Married: The 50% Joint and Survivor Annuity form of benefit will apply if you are married, unless you expressly elect another form of benefit on the proper Plan form. You and/or your spouse may waive or reinstate the 50% Joint and Survivor Annuity any time, and any number of times, before you receive your first check. If your spouse consents to waiving a Joint and Survivor Annuity, and approves your election of another form of benefit and/or your designation of beneficiary, you may elect any of the other options available under the Plan.

Unmarried: If you are not married at retirement, you may elect any of the single life annuities or contingent beneficiary annuities.

Once you receive your first check, you may not change your form of benefit, except that you may exercise a "pop-up" or "pop-down" option, if you qualify, and retirees who have elected a Single Life Annuity may name a new beneficiary for the guaranteed benefits, subject to spousal consent if applicable. The complete rules for election of your form of benefit appear in Article III of the Formal Plan Text.

Example

Calculating Your Monthly Benefit

A participant has accrued 19 Years of Credited Service, which are worth a Normal Retirement Benefit of \$2,240. He and his wife elected the 100% Joint and Survivor Annuity. He is 62 and his wife is 57. His benefits are subject to an early retirement reduction factor of 9%, leaving an adjusted benefit of \$2,038.40. Under the 100% Joint and Survivor Annuity, his benefits are then subject to an actuarial reduction, based on the difference between his age and his wife's age, of 18.61%. That leaves a monthly benefit of \$1,659.05, which is payable while they are both living and then continues for his wife's life, after he dies. However, if his wife dies before him, his benefits will "pop up" to \$2,038.40 for the rest of his life.

6. WILL MY BENEFITS BE SUSPENDED IF I GO BACK TO WORK IN INDUSTRY SERVICE?

(a) General Suspension Rules

You are not permitted to work in Plumbing and Pipefitting Industry Service, with limited exceptions, while you receive benefits from the Plan. Industry Service includes employment in any capacity in the Plumbing and Pipefitting Industry, whether by or in association with a union contractor or non-union

contractor, or as a self-employed person, except for work listed below. The types of work which are permitted as exceptions to the Plan definition of Industry Service are:

- (1) you may work for the Government of the United States or for any state or political subdivision of any state; or
- (2) you may work as an estimator, detailer or project manager for a participating employer; or
- (3) you may perform general in-house maintenance at one or more fixed locations for an owner/employer who is not a contractor; or
- (4) you may work as a signatory employer, exclusively in the service and repair industry, in an authorized geographical area (or if approved by the U.A. Local Union if you are working in another area). Contra Costa County has been approved as an authorized geographical area. Other areas will be authorized if there is a valid certification in effect from the U. A. Local Union having jurisdiction over the area that a significant percentage of service and repair work in its area is not being done by signatory employers; or
- (5) you may otherwise work as a participating signatory employer in the geographical jurisdiction of U. A. Local No. 159, provided that you perform no work, whether as a foreman or journeyman, which is otherwise covered under the collective bargaining agreement of U. A. Local No. 159; or
- (6) you may work as an instructor at an apprenticeship training program established and maintained jointly by a U. A. local union and by participating signatory employers.

Consider the following rules carefully when you plan your retirement, because your right to a pension may be adversely affected if you work in Industry Service after retirement.

(b) After Age 65

After you attain age 65, your pension benefits will be suspended one month for every month in which you return to Industry Service for forty (40) hours or more in the Plumbing and Pipefitting Industry anywhere in California. If you intend to return to Industry Service, you should immediately notify the Plan Administrator in writing. If you do not, it will be presumed that you worked forty (40) hours in any month in which you are found working, and if employed on a construction site, that you were employed forty (40) hours for every month your employer worked on the site.

(c) Before Age 65

Before you attain age 65, if you perform any Industry Service anywhere in the United States or Canada, except the Plan's permitted forms of employment, your pension benefits will be suspended as soon as the Plan Administrator is informed that you have performed disqualifying employment. Once you return to Industry Service, your benefits will be suspended until you attain age 65 and you apply for Normal Retirement Benefits.

There are two limited exceptions to this rule:

- (1) When there is a certified shortage of journeymen, and you are dispatched from the U. A. Local No. 159 Hiring Hall, your benefits are suspended only while you are actually working in the trade.
- (2) If you retired on Disability Retirement and you returned to covered employment as part of a rehabilitation program, but within six months you were unable to continue in covered employment because of your disability, your benefits will begin again when you return to retirement status.

(d) Offset of Future Benefits for Overpayments

If you received benefit payments for any month in which your benefits should have been suspended, the overpayments will be deducted from future payments. However, no benefit payment will be reduced by more than 25% from the full payment normally due, except the first payment when your benefits recommence which may be deducted in full.

(e) Notice and Appeal Rules Concerning Working in Industry Service

The complete rules for suspension of benefits appear in Article VII of the Formal Plan Text. These rules require, among other things, that you notify the Plan Administrator before you work in Industry Service after retirement, or it will be presumed that you have worked forty hours in any month in which you performed any Industry Service. To avoid suspension of your benefits, if you are considering returning to employment which may be Industry Service, you may request an advance determination from the Plan Administrator whether the proposed employment will cause your benefits to be suspended. If you disagree with their determination, you may appeal that determination to the Board of Trustees, under the regular appeals procedures of the Plan.

7. WILL THE PLAN PAY ANY BENEFITS IF I DIE BEFORE RETIREMENT?

If you die before retirement, your spouse or beneficiary may be eligible for one of the pre-retirement death benefits provided by the Plan:

(a) Qualified Pre-Retirement Survivor Annuity

If you have a vested interest in the Plan and you die before retirement, your spouse is entitled to a 100% Survivor Annuity, similar to the benefits he or she would have received if you had lived to retire. This benefit begins on application of your spouse, at any time on or after the date you would have been eligible to retire on Early Retirement, subject to the reduction, if any, which would have applied to your retirement on that date. An exception exists for qualifying participants who die in an accident and would not qualify for Early Retirement. The complete rules regarding the Qualified Pre-Retirement Survivor Annuity appear in Article V, Section 1, of the Formal Plan Text.

(b) Optional Pre-Retirement Death Benefit

The Plan Optional Pre-Retirement Death Benefit is a benefit payable to your spouse who waives the Qualified Pre-Retirement Survivor Annuity above, or to your registered domestic partner, or to your valid beneficiary or beneficiaries, consisting of:

(1) \$4,000 for each Year of Benefit Credit you accrued before retirement, up to a total of the lesser of (A) \$100,000, or (B) 100 times your Normal Retirement Benefit; plus

(2) for your surviving spouse or registered domestic partner only, the 100% survivor annuity described in 7(a) above, but actuarially reduced to account for the payments received under 7(b)(1) above.

Normally, the benefits under 7(b)(1) above are paid in equal installments over 12 months following your death. However, if the benefit will be less than \$100,000, it may be paid in a single lump sum at your beneficiary's request, so long as the total lump sum benefits to be paid by the Plan to all Plan participants in a Plan Year will not exceed \$1 million.

(c) Designation of Beneficiary for Pre-Retirement Death Benefits

If you are married at the time of a pre-retirement death, your beneficiary is your surviving spouse. A surviving spouse has the option to elect either the Qualified Pre-Retirement Survivor Annuity or the Plan Optional Death Benefit. If you have no surviving spouse, or if your spouse consents, then you may designate any person (or persons) as your beneficiary (or beneficiaries) of the Plan Optional Pre-Retirement Death Benefit, except that only your spouse or registered domestic partner is eligible to receive the annuity under 7(b)(2), and non-spouse beneficiaries are eligible to receive only the benefits under 7(b)(1) above and not the annuity under 7(b)(2). If you do not have a surviving spouse and have not named a beneficiary, or if your designation is invalid, the Plan Optional Pre-Retirement Death Benefit under 7(b)(1) above will be paid to

beneficiaries from your family, , as follows: to your children, if any are living, or if none, to your parents, if living, or if none, to your siblings.

In general, your designation of beneficiary is treated as valid, subject to spousal consent if you are married. However, there are two exceptions:

- (1) If you designate your spouse as your beneficiary, and you become divorced from that spouse, that designation will be automatically revoked, unless it is preserved in a Qualified Domestic Relations Order ("QDRO") or you submit a new designation of that former spouse.
- (2) If you submit a designation of beneficiary before you get married, that designation becomes null and void, and is not revived if you later get divorced.

8. CAN ANYONE ELSE RECEIVE MY BENEFITS?

In general, your benefits are payable only to you on retirement and may not be assigned or alienated. However, there are two exceptions. First, if you were married when you accrued benefits under the Plan, and then you get divorced, your former spouse may obtain a Qualified Domestic Relations Order ("QDRO"), making some of your benefits payable to your former spouse. Second, if you authorize it, your monthly payment for retiree welfare coverage will be deducted from your pension, and paid directly to the U. A. Local No. 159 Health and Welfare Plan.

9. WHAT CAN I DO TO PROTECT MY PENSION RIGHTS IF THERE IS A PROBLEM?

The Trustees are committed to the best possible administration of the Plan and employ qualified professionals to advise them on every aspect of Plan administration. The Plan Administrator will provide you with information about your Credited Service, so that you may confirm that records of your pension rights are accurate. Every year, you are sent a pension statement which states the amount of hours of Credited Service you worked that year and your total accrued monthly normal retirement benefit amount. Additional information about your benefits may be found at www.plumbers159.org. You may also request information about your rights under the Plan, as explained in the section of this booklet entitled "Statement of ERISA Rights."

If you see an error in your pension statement or in other information you receive from the Plan Administrator, contact the Plan Administrator immediately, so that your questions may be answered in a timely fashion.

Appeal Procedures

If a question about your benefits is not resolved to your satisfaction, or if you or any beneficiary of yours disagrees with, or is aggrieved by, any act, omission, decision, or ruling by the Plan Administrator or any authorized representative of the Plan, concerning your rights or your beneficiaries' rights under the Plan, you may appeal that act, omission, decision, or ruling to the Board of Trustees by writing to the Plan Administrator explaining the substance of your grievance. There are two sets of appeal procedures, one for disability benefit appeals, and one for all other matters under the Board's discretion.

General Appeal Rules: **In order for your appeal to be considered, you must submit your appeal within sixty (60) days** from the time you first knew, or by the exercise of reasonable care, should have known, of the circumstances giving rise to your grievance. Upon receipt of your notice, the Plan Administrator will place the matter on the agenda of the next meeting of the Board of Trustees. You will be notified in writing of the time and place of the meeting, and you may send any written information you choose. The Board of Trustees will then make its initial decision, which is final if you do not request reconsideration. If you are still aggrieved, you may request reconsideration. At the next Board of Trustees meeting, you may appear either in person, or by legal counsel if you wish, to present any testimony or other evidence, written or oral, that you may have supporting your claim. The Board of Trustees will consider all of the evidence you present and any other information which may be relevant to your claim. The Board of Trustees will then render a decision, which is final and binding on all parties who may be affected by your claim. See Article X, Section 2, of the Formal Plan Text for the complete general appeal procedures. A law suit based on the Board of Trustees' denial of benefits must be filed within one year from the date the Board gives you notice of its decision.

Disability Benefit Appeals: The appeals procedures for disability retirement benefits are similar to the general rules, with a few exceptions. First, you have 180 days to submit your appeal. Second, if your medical condition is at issue, the Board will consult a qualified health professional to advise them. Third, the final decision will be made at the first meeting at which the Board considers the issue. See Article X, Section 10, of the Formal Plan Text for the complete Disability Benefit appeal procedures.

You should follow these procedures as closely as possible. **Failure to appeal to the Board of Trustees within the time provided in the Plan is deemed to be a waiver of all objections to the actions of the Plan Administrator, other agents of the Board, or the Board itself.** Please also note that if you fail to appeal to the Board of Trustees, you may be barred from pursuing any other remedy which might otherwise be available to you.

10. **WHAT IS THE FUTURE OF THE PLAN?**

The Board of Trustees, the Union, and the contributing employers intend that the Plan continue in operation indefinitely, and no amendment of the Plan may reduce your already accrued benefits. However, in the event that the Plan is partially or fully terminated, the rights of all affected employees would become vested to the extent funded, and the Plan would continue to distribute benefits as long as it was able to do so. If at any time the Plan becomes unable to pay accrued benefits, benefits would be paid by the Pension Benefit Guarantee Corporation, subject to limitations described in the Supplementary Information of this Booklet.

U. A. LOCAL NO. 159 DEFINED BENEFIT PLAN
FORMAL PLAN TEXT
(As restated October 1, 2014 + Amendments 1-4)

ARTICLE I - DEFINITIONS

1. TERMS COMMON TO THE TRUST AGREEMENT: Wherever the terms "Collective Bargaining Agreement," "Fund" and "Trustees" are used herein, they shall have the meanings given to these terms in the Trust Agreement.
2. UNION means Local Union No. 159 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO (hereinafter the U. A.)
3. PENSION PLAN means this U. A. Local No. 159 Defined Benefit Plan.
4. EMPLOYER means any employer, including the Union or a related entity, who or which makes, or is required by a Collective Bargaining Agreement or Subscriber Agreement to make, contributions to the Plan. EMPLOYER CONTRIBUTIONS means the contributions so made or required to be made.
5. EMPLOYEE means any employee, or former employee, for whose benefit contributions are, or were, made or required to be made to this Plan, pursuant to a Collective Bargaining Agreement, to the extent permitted under 29 U.S.C. § 302(c)(5). The term Employee also includes full-time paid officers and representatives of the Union or related entities and other such persons as are permitted as Employees under the U. A. Local No. 159 Pension Trust Fund Trust Agreement, but excluding employees of the Union or of a related entity who are part of a separate bargaining unit recognized by the Union or related entity acting as an employer. Except for the accrual of vesting credits for contiguous service, as defined in Article I, Section 13(b)(4), the term Employee does not include shareholder-employees of a contributing employer which is a corporation, unless:
 - (a) the shareholder-employee performs some bargaining unit work;
 - (b) the shareholder-employee and the spouse of the shareholder-employee each own less than 50% of the total stock of the contributing employer;
 - (c) the contributing employer has at least one shareholder who is not participating in the pension plan and who performs some management work;

- (d) if the shareholder-employee's spouse is also a shareholder, and their combined shares equal or exceed 50% of total share ownership, the shareholder-employee has submitted a written statement signed by both spouses that the shares are held as separate property, and not as community property; AND
- (e) the shareholder-employee has not actually been excluded from the statutory definition of employee in a proceeding of the National Labor Relations Board.

6. UNIT ENTRY DATE means the effective date of acceptance of any unit into the U. A. Local No. 159 Pension Trust Fund, or its predecessor trust funds.

7. ENROLLMENT DATE for an Employee means the first date for which employer contributions are made or required to be made to the Trust Fund on behalf of the Employee, not counting covered employment for which the credit has been lost due to a permanent break in service.

8. CREDITED SERVICE shall consist of Credited Past Service, if any, Credited Prior Service, if any, and Credited Current Service. In addition, if an Employee qualifies for pension credit under the Veterans Reemployment Rights Act, 38 U.S.C. § 2021, et seq., or the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq., his/her qualifying military service shall be computed in accordance with 38 U.S.C. § 4318. Notwithstanding any provision of this plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Internal Revenue Code. In addition, if an Employee dies while performing qualifying military service, such qualifying military service shall be treated as Credited Service for purposes of vesting only. Survivors of a participant who dies while performing qualified military service are entitled to any additional benefits that would be provided under the Plan if the participant had resumed covered employment and then terminated such employment on account of death.

9. CREDITED CURRENT SERVICE, for all hours worked on or after July 1, 1976, or the Unit Entry Date (if later), means the period of service credited to an Employee in any Plan Year.

10. COVERED HOURS OF EMPLOYMENT means the hours of employment of an Employee for which an Employer Contribution is made or required to be made.

11. CREDITED PRIOR SERVICE means the period of service credited to an Employee in any one Plan Year as a result of Employer contributions made or required to be made on his/her behalf from the date of adoption of the Prior Plan to June 30, 1976, or Unit Entry Date, whichever is later. The rules for accrual

of service and benefit credit of this "Credited Prior Service" shall be determined based on the provisions of the Employee's Prior Plan.

12. CREDITED PAST SERVICE means the number of Plan Years of service rendered by an Employee immediately prior to the adoption of his/her Prior Plan. The rules for accrual of service and the benefit credit of this "Credited Past Service" shall be determined based on the provisions of the Employee's Prior Plan.

13. VESTING.

(a) Vesting means that an Employee meeting the requirements of subsection (c) of this section has a permanent and nonforfeitable right at time of retirement to benefits from the Plan.

(b) For purpose of vesting, years of Credited Service for Vesting, also referred to as Vesting Credits, include:

- (1) All Years of Credited Prior Service as defined in Section 11 above;
- (2) All Years of Credited Current Service as defined in Section 9 above, with credit for a full year for any Plan year with 1000 hours of covered employment, and proportional credit for less hours, except that:
 - (A) no credit shall be given for any Plan year in which the Employee earns less than 300 hours; and
 - (B) proportional credit for Plan Years of less than 1000 hours shall not be counted for purposes of subsection (c)(5);
- (3) All hours worked for a contributing employer by a person who was an apprentice or a Participant on or after January 1, 2001, during any noncontributory period of his/her apprenticeship under the Collective Bargaining Agreement, calculated on the same basis as Credited Current Service;
- (4) All contiguous service, which shall consist of all noncovered employment for an employer maintaining the Plan, immediately preceding or following covered employment without a quit, retirement, or discharge between the covered and noncovered employment, calculated in accordance

with Dept. of Labor Regulation § 2530.210(c) on the same basis as Credited Current Service;

- (5) All Years of Vesting Credits for contributory service, accrued under a pension plan affiliated with the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, with which this Plan has a reciprocity agreement calling for the recognition of Vesting Credits (a "pro rata agreement"), to the extent provided under such agreements, except that credits recognized only under the Northern California Pipe Trades Reciprocity Agreement for Pro Rata Pensions shall not apply under subsection (c)(5) of this Section 13;
- (6) If an Employee makes a qualified rollover contribution to the Defined Contribution Plan on or after March 1, 1991, and before January 1, 1999, all Years of Vesting Credit accrued under the Plan or Plans from which the contribution is rolled over, if the contribution represents a total rollover of a Qualified Total Distribution, or proportional credit if the rollover contribution represents less than all contributions made on the employee's behalf to the other Plan or Plans, but only if substantiated by official records of the Employee's prior plan(s), in accordance with rules and procedures established by this Board of Trustees; or
- (7) Any combination of the above.

(c) An Employee's interest in the Plan shall be vested upon the attainment of one of the following requirements:

- (1) He/she accrues at least ten (10) years of Vesting Credit for covered employment under a collective bargaining agreement calling for contributions to this Plan; or
- (2) Effective January 1, 1989, he/she accrues at least five (5) years of Vesting Credit for employment in a position not covered by a collective bargaining agreement but for which contributions are required to this Plan; or
- (3) He/she met the credited service requirement for vesting under a prior Plan; or

- (4) Effective January 1, 1988, he/she is at least 65 years of age, has reached the 5th anniversary of his/her Enrollment Date, and has performed at least 300 hours of Covered Employment in a single Plan Year which included or followed his/her 64th birthday; or
- (5) Effective January 1, 1999, he/she accrues five (5) years of Vesting Credit, counting only Plan Years after the Employee's Enrollment Date in which he/she performed at least 1000 hours of Covered Employment, but not counting credits recognized only under the Northern California Pipe Trades Reciprocity Agreement for Pro-Rata Pensions; and he/she has satisfied one of the following requirements:
 - (A) he/she performed 300 hours of Covered Employment in the Plan Year commencing January 1, 1998, and had at least one hour of Covered Employment in the Plan Year commencing on January 1, 1999, or
 - (B) he/she performed at least 300 hours of Covered Employment in the Plan Year commencing January 1, 1999, or any Plan Year thereafter.
- (d)
 - (1) In addition to the credits granted under subsection (b) of this Section 13, if an Employee is a "Certified Recruit" as defined in paragraph (3), and satisfies the service requirements of paragraph (2), he or she shall be credited with two additional years of Vesting Credit of 1000 hours.
 - (2) To receive the credits described in paragraph (1), a Certified Recruit must accrue three years of Vesting Credits for years of 1000 hours for Qualifying Service, without having a Disqualifying Event.
 - (3) For purposes of this subsection (d):
 - (A) Certified Recruit means one of the first twenty persons designated by the Union in any Plan Year from among the employees who were newly organized that Year;
 - (B) Qualifying Service means work for which contributions are made directly to this Plan (i.e., not reciprocal work); and

(C) Disqualifying Event means:

(i) performing any work of the type for which contributions are made to this Plan, for an employer, as an employer, or as a self-employed individual, who is not signatory to a collective bargaining agreement with the U. A.; or

(ii) having a permanent break in service (not counting the credits granted under this subsection (d)).

(e) In addition to the credits granted under subsection (b) of this Section 13, an Employee shall be credited with five (5) years of Vesting Credit of 1000 hours each, but no Benefit Credit, if he or she meets all of the following conditions:

- (1) The Employee is newly organized and is employed by a newly-signatory Residential Employer;
- (2) At the time that he or she is organized, the Employee has worked for the newly-signatory Residential Employer in covered employment for no less than seven (7) years, and is earning no less than 90% of the applicable Building Trades journeyman wage rate under the U. A. Local 159 collective bargaining agreement then in effect.

14. BENEFIT CREDIT.

(a) BENEFIT CREDIT means a Plan Year, or portion thereof, of covered employment for which contributions were made or required to be made for an Employee by an Individual Employer or by a Union or related entity acting as an Employer.

(b) For purposes of accruing Benefit Credits, a year of service shall be defined as follows:

- (1) all Years of Credited Prior Service as defined in Section 11 above;
- (2) all Years of Credited Current Service as defined in Section 9 above, with credit for any Plan year as follows:

- (A) for Plan Years from 1976 through 1986, a full Year of benefit credit for 1500 hours of covered employment, with partial credit for any year of 300 or more hours, and additional credit for covered employment of more than 1500 hours for purposes of determining the amount of pension benefit only and not the years of benefit credit, up to a maximum of 1.2 years for 1800 hours, but no credit for any hours more than 1800;
- (B) for Plan Year 1987, a full Year of benefit credit for 1200 hours of covered employment, with partial credit for any year of 300 or more hours, and additional credit for covered employment of more than 1200 hours, up to a maximum of 1.5 years for 1800 hours, but no credit for any hours more than 1800;
- (C) for Plan Years 1988 and 1989, a full Year of benefit credit for 1200 hours, with partial credit for any year of 300 or more hours, and additional credit for covered employment of more than 1200 hours, up to a maximum of 1.67 for 2000 hours, but no credit for any hours more than 2000; and
- (D) for Plan Years starting January 1, 1990 and thereafter, a full Year of benefit credit for 1200 hours, with partial credit for any year of 300 or more hours, and additional credit for covered employment of more than 1200 hours, with no limit on the maximum number of full or partial years of benefit credit which an employee may earn.

(c) Partial credit and additional credit are determined by dividing the number of actual credited hours for the Plan Year, up to the maximum allowed, by the number of hours needed to obtain a full year of benefit credit for the Plan Year.

(d) In addition to the above, when an Employee's Enrollment Date is not the first day for which an Employee performs covered or contiguous service for an Employer, the Benefit Credit for the Plan year of the Enrollment Date shall be calculated as per (b) above, but shall include credit for a partial year, even if less than 300 hours, if the Employee earned 1000 hours of vesting credit as defined in Section 13 of this Article.

(e) For purposes of accruing Benefit Credits, an hour of service means each hour for which the Employee is paid or entitled to be paid under a Collective Bargaining Agreement, or during which he/she is compensated for paid vacations, holidays, leave of absence, or for which back pay is awarded. Such hours are to be credited as provided in Department of Labor Regulation 2530.200b-2(a)(1), (2), (3), and (b) and (c).

(f) Notwithstanding the above, if contributions are made on behalf of an Employee at an hourly rate other than the standard rate at which contributions are then being made for Building Trades journeymen under the Collective Bargaining Agreements of U. A. Local No. 159, the Employee's Benefit Credits shall be adjusted proportionally.

15. PARTICIPANT means, as of the last day of the Fund's Plan Year, any Employee whose pension credit is vested, or who is presently receiving benefits under the Plan, or who has accumulated at least 300 Covered Hours of Employment in one Plan Year which has not been followed by a one-year break in service for that Employee unless the Employee was on an approved leave of absence for any part of that Plan Year.

16. PRIOR PLAN for any Employee means whichever of the Prior Plans listed herein, if any, in which the Employee was a participant on June 30, 1976. The Prior Plans so designated as of July 1, 1976, are U. A. Local 159 Pension Plan, U. A. Local 342 Pension Plan, U. A. Local 343 Pension Plan, and U. A. Local 444 Pension Plan. Credits accrued by an Employee before July 1, 1976, under any Prior Plan, as calculated in accordance with its rules, shall be counted under this U. A. Local No. 159 Defined Benefit Plan, if the Employee's benefit rights were not transferred to the Northern California Pipe Trades Pension Trust Fund or the U. A. Local No. 343 Pension Trust Fund, for the purpose of applying the provisions hereof with respect to breaks in service and limitation of annual benefits.

17. PRIOR PLAN MEMBER means a person who worked the minimum number of hours and earned the minimum credit required by his/her Prior Plan to be a member or participant of that Plan.

18. PLAN YEAR means the period of time from July 1 to June 30 of each year, from July 1, 1976 through June 30, 1979; July 1, 1979 through December 31, 1979; from January 1 to December 31 of each year commencing January 1, 1980.

19. PIPE TRADES INDUSTRY or Plumbing and Pipefitting Industry means all work, public or private, covered, or if not actually covered, of the type covered by any Collective Bargaining Agreement of the United Association or any Local Union of the United Association as well as any other kind of work performed for

any business engaged in the Industry, whether performed as an employee, supervisor, sole proprietor, member of an unincorporated firm, officer of a corporation, or in any other capacity.

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

21. ACTUARIAL EQUIVALENT: Unless otherwise defined for a particular benefit, the term Actuarial Equivalent means the equivalent in value of the Normal Retirement Benefit, which is the Single Life Annuity with 60-Month Guarantee as defined in Article III, Section 1(c), based upon the 1994 GAR Table of Mortality, with interest at the rate of five percent (5%) per annum.

22. COMPENSATION means wages or salary which is earned or made available to an Employee in a Plan Year and which is includible in gross income for federal income tax purposes in such year, or after January 1, 1998, which would have been includible but for the election of the Employee to defer compensation, up to \$150,000 or such further amount allowed under IRC § 401(a)(17). For plan years beginning after December 31, 1997, for purposes of applying the limitations of IRC section 415, compensation includes elective deferrals under IRC §§ 125, 132(f), 402(g)(3), 402(h)(1)(B), 403(b), or 457(b), and employee contributions described in IRC § 401(h) which are treated as employer contributions.

ARTICLE II - ELIGIBILITY FOR BENEFITS

1. NORMAL RETIREMENT BENEFITS. An Employee shall be eligible to receive Normal Retirement Benefits if he/she meets all of the following requirements:

- (a) He/she is at least 65 years of age or the 5th anniversary of the time a plan participant commenced participation in the Plan, whichever is later; and
- (b)
 - (1) He/she meets the credited service requirement for a normal retirement under a Prior Plan; or
 - (2) He/she has at least ten (10) years of Vesting Credits; or
 - (3) He/she has reached the tenth anniversary of his/her Enrollment Date without a permanent break in service; or

- (4) His interest in the Plan has vested, as defined under Article I, Section 13(d); and

(c) He/she has stopped working in the Pipe Trades Industry.

2. EARLY RETIREMENT BENEFITS. An Employee or former employee shall be eligible for Early Retirement Benefits, reduced in accordance with Article III, Section 3(a), if he/she meets all of the following requirements:

- (1) He/she has at least ten (10) years of Vesting Credits, not counting credits conferred under Article I, Section 13(b)(3);
- (2) He/she is at least 55 years of age;
- (3) He/she meets the credited service requirements for an early retirement under a Prior Plan, or has at least ten (10) years of Benefit Credits; and
- (4) He/she has ceased working in the Pipe Trades Industry.

3. SERVICE RETIREMENT BENEFITS.

(a) SERVICE RETIREMENT: If an Employee was a Prior Plan member on June 30, 1976, he/she shall be entitled to Service Retirement at any age, and receive unreduced benefits, if at least 25 calendar years have elapsed since his/her Enrollment Date, he/she has ceased working in the Pipe Trades Industry, and he/she meets one of the following three tests:

- (1) He/she has at least 25 years of Benefit Credit, or
- (2) He/she met the Credited Service Requirement for a Service Pension under his/her Prior Plan and has at least 300 hours of Credited Current Service under this Plan in one Plan Year after July 1, 1976; or
- (3) He/she met the requirements for a Service Retirement under a Prior Plan.

For the purpose of qualification for Service Retirement under this Section, the term "Prior Plan member" shall include those individuals who worked one or more hours between January 1, 1976 and June 30, 1976 under the prior U. A. Local No. 159 Pension Plan.

(b) AGE AND SERVICE RETIREMENT: If an Employee's Enrollment Date is after June 30, 1976, he/she shall be entitled to Age and Service Retirement, and receive unreduced benefits, if he/she has attained age 55 and has accrued 30 Years of Benefit Credit, and thirty calendar years have elapsed since his/her Enrollment Date.

4. DISABILITY RETIREMENT BENEFITS.

(a) An Employee shall be eligible for disability retirement if he/she becomes Totally and Permanently Disabled and meets all of the following requirements:

- (1) Any one of the following:
 - (A) He/she meets the credited service requirement for a disability retirement under a Prior Plan; or
 - (B) He/she has ten (10) years of Vesting Credits, not counting credits conferred under Article I, Section 13(b)(3), and at least ten (10) years of Benefit Credits, regardless of age; or
 - (C) He/she has at least five (5) years of Vesting Credits, not counting credits conferred under Article I, Section 13(b)(3), and at least five (5) years of Benefit Credits and has attained age 55 or more and has a Social Security Disability Award;
 - (D) He/she has at least nine and a half (9.5) years of Vesting Credits, not counting credits conferred under Article I, Section 13(b)(3), and at least ten (10) years of Benefit Credits, and has attained age 54 or more, and has the written opinion of a licensed physician that he/she has a likelihood of dying within 6 months.

and

- (2) He/she has been credited with at least three hundred (300) hours of Covered Employment, or he/she performed 300 hours of employment for which contributions were made to the U. A. Local No. 159 Health and Welfare Plan, during any one of the three (3) Plan years ending with the year that the disability began.

(b) Total and Permanent Disability, for the purpose of this Section, shall mean disability by reason of bodily injury or disease which permanently incapacitates an Employee from regularly performing work coming within the jurisdiction of the Pipe Trades Industry, except disability resulting from self-inflicted injury or the habitual use of narcotics or alcoholic beverages. The Trustees may, within their sole discretion from time to time, require satisfactory evidence of continued disability.

(c) The Board may accept as evidence of total and permanent disability an award of Social Security Disability Benefits, or require any other evidence satisfactory to them that the Employee is, in fact, totally disabled to the extent that he/she is unable to perform work in the Pipe Trades Industry.

(d) Payment of disability benefits shall be made retroactive to the later of: (1) the date of the onset of disability; or (2) the first day of the month following the date the application for disability retirement benefits was received by the Trust Fund Office.

(e) If an Employee's Total and Permanent Disability ceases, his/her Disability Retirement Benefits shall be terminated, subject to the reinstatement rules stated in Article VII.

5. SPECIAL DISABILITY BENEFIT.

(a) Upon meeting the qualifications listed below and submitting an application for this benefit, an Employee shall receive a single lump sum benefit, equal to the sum of the contributions made on behalf of the Employee for covered employment under the Plan. For purposes of this benefit, a qualified Employee means any Employee who is not vested, who is not eligible for other benefits from this Plan and who meets all of the following qualifications:

- (1) The Employee has accrued at least five years of Benefit Credit and at least five years of Vesting Credit under this Plan, or under a plan with which this Plan has a pro rata vesting agreement, but not counting credits conferred above by Article I, Section 13(b)(3); and
- (2) The Employee has been disabled for six months and has received an award of Social Security Disability benefits; and

- (3) The Employee is under age 55 and has a medical report in a form acceptable to the Trustees stating that the Employee has a terminal condition.

(b) If an Employee receives the benefit provided in this Section, the following rules shall apply to the Employee:

- (1) All of the Employee's Years of Credited Service shall be cancelled, subject to the same right of repayment and reinstatement as provided in Article III, Section 9; and
- (2) No death benefit shall be payable under the Plan for credits earned prior to the distribution under this Section, unless the Employee has reinstated his/her Credited Service as provided above.
- (3) The options and election of form of benefit provisions of Article III do not apply.

ARTICLE III - RETIREMENT BENEFITS

1. APPLICATION, FORM AND COMMENCEMENT OF BENEFITS.

(a) Benefit payments to an Employee shall commence as of the first day of the month in which the Employee has satisfied the conditions of eligibility and the Trustees have received and approved his/her application for benefits. Such payments shall be retroactive to the first day of the month following the later of: (1) the month in which the Employee satisfied the requirements for the requested benefit, or (2) the date application was made.

(b) (1) Married Employee's Joint and Survivor Benefit. The form of benefit for all Employees who are married on the date of retirement, unless properly waived as described below, shall be a Qualified Joint and Survivor Annuity. This form of benefit shall consist of an annuity in a reduced monthly amount payable to the Employee for life, followed by a monthly amount, equal to 50% of the Employee's monthly amount, payable to the spouse for life if he/she survives the Employee. The Employee and spouse may also elect a Survivor Benefit equal to 75% or 100% of the Joint Benefit.

(2) The monthly amount of the benefit payable during the life of the Employee shall be reduced as described in this Section, in lieu of any other definition of actuarial equivalence. However, effective for all benefit payments received on or after January 1, 1993, under the 50%, 75%, or 100%

Joint and Survivor Annuity forms of benefit (regardless of when the Employee retires (or has retired)), the following rules applies:

- (A) If the spouse dies (or has died) on or after January 1, 1992, no reduction shall apply for all benefit payments for the remainder of the Employee's life. The monthly amount of the benefit payable for the life of the Employee shall be reinstated to the same monthly amount as provided under Subsection (c) below, except that the 60-month guarantee in Subsection (c) shall not apply. Effective January 1, 1994, such reinstatement shall apply only to benefit payments made after the Employee has notified the Trust Fund Office that his/her spouse has died.
- (B) Effective for benefits payable on or after January 1, 1998, if an Employee is receiving benefits under any of the Joint and Survivor Annuity forms of benefit provided by the Plan and has divorced the beneficiary-spouse, then upon submission of a written request with: 1) a certified copy of the final judgment of dissolution of the marriage of the Employee and the beneficiary-spouse, and 2) a qualified domestic relations order, in a form satisfactory to the Board of Trustees, which terminates all rights of the beneficiary-spouse to any benefits under the Plan (expressly including survivor benefits), then the monthly benefits payable to the Employee shall pop-up to the amount that would have been payable under the single life annuity of Subsection (c) except that the 60-month guarantee provided in Subsection (c) shall not apply. The pop-up benefit will be payable in the first month following the completion of the written request and submission of all completed documents.

(3) If the spouse of a married Employee cannot be located at the time of the election of the form of benefit, or if an Employee and spouse waive the Joint and Survivor Annuity, or because of other such circumstances as the Secretary of Labor may prescribe by regulation, then the Employee may elect any other form of benefit and designate such other beneficiary as permitted under the Plan. The Employee may revoke, reinstate, or otherwise alter such election or designation any number of times, or the spouse of the employee may revoke his/her waiver of this benefit any number of times, until the later of the annuity commencement date or the actual negotiation of the first check. However, a final election of a form of benefit other than a 50% Joint and Survivor Annuity or designation of a beneficiary other than the

spouse shall not be effective unless accompanied by the written consent of the spouse, duly acknowledged before a Notary Public or witnessed by a Plan representative, indicating the spouse's understanding of the effect of the election, or unless accompanied by reasonable proof that the spouse cannot be located.

(4) Within a reasonable period prior to an Employee's annuity commencement date, the Fund Manager shall provide the Employee and spouse with an explanation of the Joint and Survivor Annuity, as required under IRC §417(a)(3) and Treasury Reg. 1.417(a)(3)-1. This explanation shall describe the effect of electing this form of benefit, and of failing to properly reject it; and shall also explain the Employee's right to revoke or reinstate the election of this benefit any number of times, and the right of the spouse of the employee to revoke a waiver of the Joint and Survivor Annuity, until the end of the election period; and shall also explain the relative value of optional forms of benefit.

(5) In order to achieve actuarial equivalence, the monthly amount of the benefit payable during the life of the Employee shall be reduced in accordance with the 1994 GAR Table of Mortality, with interest at the rate of five percent (5%) per annum.

(c) For an Employee who is unmarried on his/her retirement date, the benefit provided under the Pension Plan shall be in the form of a Single Life Annuity (a monthly benefit for his/her lifetime) with 60-Month Guarantee, unless at time of retirement the Employee elects in writing another optional form of benefit in accordance with Section 7 of this Article III. The 60-Month Guarantee means that benefit payments cease with the payment of the month in which the retired Employee dies, unless the Employee dies within the 60-month period beginning with the annuity commencement date. If the Employee dies within that 60-month period, the payments shall be continued until a total of sixty have been made to the Employee and to the designated beneficiary, or if none, to the Employee's estate.

(d) In the event that any retiree should return to covered employment for which Benefit Credit is allowed, the sixty-month period shall be extended for every month that such benefits have been suspended. When the Employee returns to retired status, his/her benefits shall be recalculated to include the additional benefit credits accrued after the prior retirement.

(e) Effective for benefits payable on or after January 1, 1998, a retired Employee who is receiving a Single Life Annuity with 60-Month Guarantee or a Single Life Annuity under subsection (b)(2)(A) or (B) of this Section, and who has been married to a new spouse for at least one year after retirement, may

apply no later than fourteen months after the date of his/her new marriage to have his/her benefit converted to a Joint and Survivor for the benefit of the new spouse. The conditions of this benefit are as follows:

- (1) The benefit paid under this option will be actuarially reduced to take into account the amount of benefits already received, any benefit for which the plan must pay a former spouse under a Qualified Domestic Relations Order ("QDRO"), and the survivor benefit chosen for the new spouse so that the total benefits paid during the lives of the Employee and all beneficiaries will be the actuarial equivalent of a Single Life Annuity. This option shall not be available if, after said actuarial reduction, the monthly benefit payable under this option to the Employee during his or her life is less than \$250.
- (2) This conversion option will be available to an individual only once in his/her lifetime.
- (3) This conversion option will be available to an individual who was married at the time of his/her retirement only if one of the following is true:
 - (A) there are no benefits remaining under the 60-month guarantee period which would be required to be paid to the original beneficiary-spouse in the event of the Employee's death;
 - (B) a qualified domestic relations order terminates all rights of the original beneficiary-spouse under the Plan; or
 - (C) a qualified domestic relations order clearly provides that the benefit payable to the former spouse terminates at the retired Employee's death.

2. NORMAL RETIREMENT BENEFITS.

(a) Except for Employees working as a Residential Specialist under a Collective Bargaining Agreement of U. A. Local No. 159 on or after July 1, 1999, the monthly benefit of any employee retiring on or after January 1, 1987, shall be the sum of benefits based on his/her credited Past and Prior Service under any one or ones of the Prior Plans of the participating Local Unions, plus

the amounts provided in the following table for full years of Benefit Credit for Current Service, and proportional amounts for fractions thereof:¹

PLAN YEAR	MONTHLY BENEFIT
July, 1976 - June, 1977	\$32.00
July, 1977 - June, 1978	32.00
July, 1978 - June, 1979	32.00
July, 1979 - December, 1979	32.00
January - December, 1980	33.00
January - December, 1981	40.00
January - December, 1982	52.00
January - December, 1983	68.00
January - December, 1984	126.00
January - December, 1985	105.00
January - December, 1986	112.00
January - December, 1987	110.00
January - December, 1988	120.00
January - December, 1989	70.00
January - December, 1990	30.00 ²
January - December, 1991	30.00 ²
January - December, 1992	84.00
January - December, 1993	64.00
January - December, 1994	73.00
January - December, 1995	50.00
January - December, 1996	70.00
January - December, 1997	70.00
January - December, 1998	80.00
January - December, 1999	70.00
January - December, 2000	77.00
January 2001 - December 2004	100.00
January - December, 2005	120.00
January 2006 - December 2007	130.00
January 2008 - December 2012	115.00
January 2013 - June 2014	163.00
July 2014 and thereafter	176.00

¹ This table and the table in subsection (b) apply only to participants who were members of U. A. Local No. 159 for the entire period shown. If a participant was a member of one of the other sponsoring Local Unions of the Bay Area Pipe Trades Pension Plan for any of the Plan Years shown, then his/her benefit for those years shall be determined under the rules in effect for members of the Local Union of which he/she was a member, as stated in the Plan documents then in effect.

² For the 1990 and 1991 Plan Years only, any employee who had already accrued 25 Years of Benefit Credit and 25 years of Vesting Credit at the beginning of either of those Plan Years will receive \$40.00 of Benefit Credit for

each of those Plan Years in which the employee had the proper number of credits.

(b) In addition to the monthly benefit provided under Section 2(a) above, the monthly benefit for the following Plan Years shall be increased in accordance with the following table:

	<u>VESTING AND BENEFIT CREDITS REQUIRED</u>	<u>ADDITIONAL BENEFIT</u>
<u>1990:</u>	Years 1 - 25	\$54
	Years 25.01 +	\$72
<u>1991:</u>	Years 1 - 25	\$58
	Years 25.01 +	\$77

(c) If, in any Plan Year, an Employee accrued benefits under this Plan and either the Northern California Pipe Trades Pension Plan or the U. A. Local No. 343 Defined Benefit Plan, this Plan pays benefits only for hours of Credited Service under a Collective Bargaining Agreement which required contributions to be made to this Plan. In no instance is it intended that benefits be paid by two plans for the same hours of service.

(d) Any Employee working as a Residential Specialist under a Collective Bargaining Agreement of U. A. Local No. 159 on or after July 1, 1999, shall receive the following benefit for each full year of Benefit Credit of such employment, and proportional amounts for fractions thereof:

<u>PLAN YEAR</u>	<u>MONTHLY BENEFIT</u>
Plan Years 1999 through 2005	\$20
January 2006-December 2007	\$30
January-December 2008 & thereafter	\$20

3. EARLY RETIREMENT BENEFITS.

(a) An employee's Early Retirement Benefit under Article II, Section 2(a), will be equal to his/her Normal Retirement Benefit based upon his/her Years of Benefit Credit, reduced by $\frac{1}{4}$ of 1% for each month the effective date of the early retirement precedes the effective date of his/her Normal Retirement, to age 60, and by $\frac{1}{2}$ of 1% for each month the Early Retirement precedes his/her 60th birthday. However, there shall be no such reduction in the Early Retirement Benefits of Employees retiring in Plan Years January 1 to December 31, 1987, January 1 to December 31, 1988, January 1 to December 31, 1989, and January 1 to December 31, 1990, and for the period from January 1,

1991, through June 30, 1991, for Employees who are age 60 or over and have had 300 or more hours of covered employment in any one of the three (3) Plan Years immediately preceding the date of retirement.

(b) An Employee's Early Retirement Benefit under Article II, Section 2(b), shall be the true actuarial equivalent of his/her Normal Retirement Benefit.

4. SERVICE, OR AGE AND SERVICE, RETIREMENT BENEFITS. An Employee's monthly Service, or Age and Service, Retirement Benefit will be equal to his/her monthly Normal Retirement Benefit based on his/her highest twenty-five years of Benefit Credit up through December, 1980, and additional Benefit Credit from January, 1981 forward, without limit.

5. DISABILITY RETIREMENT BENEFITS.

(a) For retirement applications filed before July 1, 2006, and for Employees who have reached age 65 or who have received a Social Security Disability Award, or who satisfy the requirements for a Service or Age and Service Retirement Benefit, an Employee's monthly Disability Retirement Benefit will be equal to his/her monthly Normal Retirement Benefit without reduction, based upon his/her years of Benefit Credit at the date of the disability retirement.

(b) For retirement applications filed on or after July 1, 2006, the monthly Disability Retirement Benefit for an Employee who has not reached age 65, and who has not received a Social Security Disability Award, and who does not satisfy the requirements for a Service or Age and Service Retirement, will be the amount of his/her monthly Normal Retirement Benefit, based upon his/her years of Benefit Credit at the date of the disability retirement, and subject to reduction based on the Employee's total annual wages, in the following amount:

<u>Total Annual Wages</u>	<u>Reduction of Benefit</u>
\$15,000 or less	0%
\$15,001 - \$20,000	10%
\$20,001 - \$25,000	15%
\$25,001 - \$30,000	20%
\$30,001 - \$35,000	25%
\$35,001 - \$40,000	30%
\$40,001 - \$45,000	35%
\$45,001 - \$50,000	40%
\$50,001 or more	50%

(c) Employees who apply for a Disability Retirement Benefit on or after July 1, 2006, and who have not reached age 65, must submit a sworn statement of their annual wages to the Trust Fund Office upon application. In addition, the retired Employee must submit a filed, signed copy of the first page of his or her Federal Income Tax Form 1040, along with all W-2s and Schedule Cs filed for that year, which must be mailed to the Trust Fund Office no later than April of each year for the previous year's income. No benefits will be paid under this section unless and until the Employee's paperwork as described above has been submitted to the Trust Fund Office. Benefits will be adjusted as necessary based on the paperwork filed, to be effective July 1 of each year, and to remain in effect for a period of one year.

6. LIMITATION OF BENEFITS. No Employee shall receive more than one type of retirement benefit (i.e., Normal, Early, Disability, Service, or Age and Service) under this Pension Plan during any one period of time, or elect a new type of retirement benefit after benefits have commenced. However, no benefits herein provided shall be denied by reason of receipt of benefits under any other plan, whether public or private.

7. OPTIONAL FORMS OF RETIREMENT BENEFITS. Except as described below, the following forms of retirement benefits shall be available to any unmarried Employee, and to any married Employee who has rejected the 50% Joint and Survivor Benefit with the consent of his/her spouse as required under Section 1(b) of this Article, and not elected any other option provided in Section 1. Except as stated herein, these benefits shall be the actuarial equivalent of the Normal Retirement Benefit as described in Article III, Section 2.

(a) CONTINGENT BENEFICIARY OPTIONS: A monthly annuity for the life of the Employee, followed by a monthly annuity payable to a designated beneficiary in the amount of 50%, 75%, or 100% of the annuity paid during the Employee's and beneficiary's joint lives. The amounts of these annuities shall be calculated on the same basis as the Joint and Survivor Annuity, including, effective January 1, 1993, the restoration of the monthly benefit amount paid during the lifetime of any Employee whose contingent beneficiary dies (or has died) after January 1, 1992. However, no election shall be allowed which would result in the Employee receiving less than fifty percent (50%) of the present value of the total payments to be made to the Employee and the designated beneficiary, or if the amount of the benefit payable either to the Employee or to the beneficiary would be less than \$25 a month.

(b) SINGLE LIFE ANNUITY WITH TEN YEARS CERTAIN: A single lifetime annuity to the Employee, with a guarantee that in the event of the Employee's death prior to the receipt of 120 monthly payments, the balance of payments shall be paid to the designated beneficiary, if surviving the

Employee, or to the Employee's estate. This form of benefit shall be available only for Early (Non-disability), Normal, Service, or Age and Service Retirements, but not for Disability Retirement or Retirees converting to Disability Retirement. The benefit payable to the Employee under this Option shall be calculated on the basis of the following table, in lieu of any other definition of actuarial equivalence:

<u>Age at Benefit Commencement*</u>	<u>Reduction Factor</u>	<u>Reduction Amount</u>
50	.9833	1.67%
51	.9816	1.84%
52	.9797	2.03%
53	.9778	2.22%
54	.9756	2.44%
55	.9732	2.68%
56	.9706	2.94%
57	.9677	3.23%
58	.9644	3.56%
59	.9607	3.93%
60	.9565	4.35%
61	.9517	4.83%
62	.9464	5.36%
63	.9405	5.95%
64	.9340	6.60%
65	.9269	7.31%
66	.9193	8.07%
67	.9110	8.90%
68	.9021	9.79%
69	.8925	10.75%

(GA-51 at 7.0%)

* Do not round age

(c) SOCIAL SECURITY INTEGRATION OPTION: A single lifetime annuity to the Employee upon Early Retirement at or after age 60, the amount of the annuity to be increased prior to the commencement of Social Security Benefits at age 65, and reduced thereafter, actuarially calculated so as to produce as nearly as possible the equivalent retirement income both before and after commencement of Social Security Benefits.

(d) POP-UP OPTION WITH SIXTY-MONTH GUARANTEE: A Joint and Survivor Annuity, payable as in any of the options described in Section 1(b) of this Article, with the following changes:

- (1) If the Employee's spouse predeceases the Employee, the amount of the benefit payable as the Employee's life annuity will be increased to the amount that would have been payable as if the Employee had been single, and benefits will be guaranteed for the same sixty-month period as described in Section 1(c) of this Article.
- (2) While both the Employee and spouse are alive, the amount of the annuity paid during their joint lives shall be further reduced, as the actuarial adjustment for the Pop-Up Option, by 1% if a 50% Survivor Annuity was chosen, by 1.5% for a 75% Survivor Annuity, or by 2% for a 100% Survivor Annuity.

8. CONDITIONS AFFECTING THE CONTINGENT BENEFICIARY OPTION AND JOINT AND SURVIVOR ANNUITY. Except as described herein, the election of any form of benefit by an Employee, or Employee and spouse, may not be revoked or altered after the later of the annuity commencement date or the negotiation of the first check. If an unmarried Employee, or married Employee and spouse, have elected any form of benefit with a survivor benefit, and the designated recipient of that survivor benefit dies before the Employee has negotiated the first check, the Employee may make a new election. If the Employee dies before the annuity commencement date, the Employee's death shall be a pre-retirement death, and the pre-retirement death benefits of Articles IV and V shall apply. If the Employee dies after the annuity commencement date, but before the Employee had received and cashed the first check, the beneficiary may elect to receive either the annuity under the option elected, or a pre-retirement death benefit of Article IV or Article V, if applicable.

9. DISTRIBUTIONS OF SMALL INTERESTS. Whenever the present value of the interest of any Employee who has ceased participation in the Plan is \$1,000 or less, distribution may be made to the Employee, and any Credited Service with respect thereto may be disregarded. Until the Employee's annuity commencement date, such distribution may be made without the consent of the Employee; after the annuity commencement date, such distribution may be made only with the consent of the Employee, and, if married, the Employee's spouse. The Employee shall, however, have the right to repay the amount so distributed with 5% interest and to restore credits for the service formerly lost due to such prior distribution upon becoming an Employee under the Plan again. Distributions of interests in excess of that value may not be made without the consent of the Employee, but may only be made upon retirement or as otherwise provided herein. For purposes of this section, the present value of the Employee's interest shall be determined using applicable

interest rate under Internal Revenue Code Section 417(e)(3)(C) and the applicable mortality table prescribed by Secretary of the Treasury under Internal Revenue Code Section 417(e)(3)(B).

10. COMMENCEMENT OF BENEFIT PAYMENTS.

(a) Distribution of benefits to any participant must commence no later than the sixtieth day of the year following the year of his/her retirement;

(b) For plan years through December 31, 1996, notwithstanding any other provision of this Plan, benefits shall commence for any Employee who has attained age 70½, and who is entitled to benefits under this Plan, no later than April 1 of the calendar year following the year in which the Employee attains age 70½. On or after January 1, 1997, this provision shall apply to an Employee only if he/she is at least a 5% owner of contributing employers, or retired from Industry Service.

(c) Notwithstanding any other provision in the Plan, distributions required to be made under subsection (b) shall be made in accordance with the requirements of Internal Revenue Code § 401(a)(9), including the incidental benefit requirement of Code § 401(a)(9)(G), and the Regulations issued thereunder by the Internal Revenue Service, including Treasury Reg. 1.401(a)(9)-2 through 1.401(a)(9)-9.

11. MANDATORY COMMENCEMENT OF DISTRIBUTION TO BENEFICIARIES.

Distribution of any benefits remaining unpaid upon the death of any retired employee to his/her surviving spouse, in accordance with Section 1 hereof, shall commence no later than the date upon which the employee, if living, would have attained age 70½, or to any beneficiary designated in accordance with Section 7(a) hereof, within one (1) year of the date of death, in either event to be accomplished within the then-remaining life expectancy of the spouse or other designated beneficiary. Notwithstanding any other provision in the Plan, distributions required to be made under this section shall be made in accordance with the requirements of Internal Revenue Code § 401(a)(9), including the incidental benefit requirement of Code § 401(a)(9)(G), and the Regulations issued thereunder by the Internal Revenue Service, including Treasury Reg. 1.401(a)(9)-2 through 1.401(a)(9)-9.

12. BENEFIT INCREASES. Whenever the condition of the Plan warrants, and the Trustees have the advice of professional consultants to the Plan that they may do so consistently with their fiduciary responsibility and without affecting the actuarial soundness of the Plan, the Trustees may, from time to time, increase the level of benefits payable to the employees already on retirement upon such terms and conditions as they shall deem reasonable.

Upon the advice of the professional consultants that they may do so consistently with the above policy, the Trustees grant the following increases:

- (a) Effective July 1, 1986, the monthly benefits of all retirees age 65 or over as of July 1, 1986, who have been receiving retirement benefits for five (5) or more years shall be increased by \$40.00. This increase shall be given without reduction even if the Employee's benefit amount was reduced under rules applicable to the type of retirement or form of benefit which the Employee elected.
- (b) Effective January 1, 1989, the benefits payable to employees who are already on retirement on December 31, 1987, and who had attained age 60 thereto, are increased by ten percent (10%). This increase shall also be paid to survivors of deceased retirees; however in no event shall the increase payable to the survivor(s) be less than \$50 per month, or more than \$100.00 per month.

In addition to the amounts provided herein, the Board of Trustees may, from time to time, provide for the payment of additional benefits to retirees on a one-time basis, subject to any limitations in the collective bargaining agreement or Trust Agreement, but otherwise at their exclusive discretion, with the Minutes of such actions deemed a part of this Plan.

13. ELIGIBLE ROLLOVER DISTRIBUTIONS

(a) This Section applies to distributions made in accordance with the regular distribution rules of the Plan on or after January 1, 1993, except as otherwise indicated. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions.

- (1) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

- (A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life or life expectancy of the distributee or the joint lives or joint life expectancies of the distributee and the distributee's designated beneficiary, such as a monthly pension; or for a specified period of ten years or more;
 - (B) any distribution to the extent that such distribution is required under section 401(a)(9) of the Internal Revenue Code; and
 - (C) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- (2) **Eligible retirement plan:** An eligible retirement plan is an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. For distributions made after December 31, 2001, an eligible retirement plan includes a section 403(b) tax-sheltered annuity and an eligible section 457(b) plan maintained by a governmental employer. For distributions made after December 31, 2007, an eligible retirement plan is also a Roth IRA. For distributions made after December 31, 2009, an eligible retirement plan is also an inherited IRA for the benefit of a non-spouse beneficiary.
- (3) **Distributee:** A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

Effective January 1, 2007, a distributee includes a non-spouse Beneficiary.

- (4) Direct Rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

ARTICLE IV - OPTIONAL PRE-RETIREMENT DEATH BENEFITS

1. OPTIONAL PRE-RETIREMENT DEATH BENEFIT. In the event of the death, on or after July 1, 1986, prior to retirement, of a qualified Employee, the eligible beneficiary(s) of the Employee shall be paid the benefit described below. An Employee is qualified if he/she satisfied the following conditions at the time of his/her death:

- (a) The Employee was not married; or if married, the Employee had not yet satisfied the conditions for payment of the Qualified Pre-Retirement Survivor Annuity, or the Employee had waived the Qualified Pre-Retirement Survivor Annuity with spousal consent as provided in Article V, Section 1; and
- (b) The Employee was credited with not less than 300 hours of Covered Employment during any Plan Year in the three (3) Plan Years immediately preceding the date of death. The requirement of 300 hours of Covered Employment shall, however, be waived if the Employee suffered from Total and Permanent Disability as defined in Article II, Section 4.

2. AMOUNT OF BENEFIT. The amount of this benefit shall be:

- (a) \$4000 per year of accrued Benefit Credit, but not to exceed the lesser of: (1) \$100,000, for 25 or more years of service; or (2) 100 times the monthly Normal Retirement Benefit earned through the date of death; and
- (b) for surviving spouses and registered domestic partners only, the 100% Survivor Benefit provided in Article V, computed as of the date of death, and actuarially reduced to reflect the amount paid to the beneficiary under sub-section (a) above. For purposes of this section, a "registered domestic partner" is someone who meets the definition of that term under the U. A. Local No. 159 Health and Welfare Plan.

3. ELIGIBLE BENEFICIARIES. (a) The only eligible beneficiary of a married Employee shall be the spouse of the Employee, unless the Employee had designated a different beneficiary with written spousal consent which was notarized or witnessed by a Plan representative. Any designation of a spouse as beneficiary by a married Employee shall automatically be revoked by the dissolution of the marriage of the Employee and spouse, unless preserved in a QDRO or reinstated by the Employee after the dissolution.

(b) Except as provided in subsection (a), eligible beneficiaries, for purposes of this death benefit, shall mean any beneficiary or beneficiaries designated as such by the Employee in writing and on deposit with the Plan Manager at the time of his/her death, or if none so designated, the following in the order mentioned, with the member or members of each such class to take to the exclusion of the member or members of succeeding class or classes:

- (1) The Employee's spouse;
- (2) The Employee's children, if any, either natural or adopted;
- (3) The Employee's father and/or mother, if either living;
- (4) The Employee's sisters and/or brothers, if any living.

4. METHOD OF PAYMENT. (a) The benefits provided in Section 2(a) hereof shall be payable in equal monthly installments during the first twelve (12) months following the date of death. Benefits under Section 2(a) that are less than \$100,000 per plan participant may be paid in an actuarial equivalent lump sum at the option of the beneficiary, if the payment of such lump sum will not cause the total amount paid in lump sums under this subsection to all Plan participants in the Plan Year to exceed \$1,000,000.

(b) The benefits provided in Section 2(b) hereof shall commence upon application of the beneficiary, at such time as the Employee would otherwise have become eligible for a Normal Retirement, Early Retirement, Service Retirement, or Age and Service Retirement. If the beneficiary applies for such benefit before the Employee's normal retirement age, the amount of the benefit shall be actuarially reduced, on the same basis as for an Early Retirement described in Section 3 of Article II unless the Employee would have been eligible for a Service Retirement or Age and Service Retirement.

ARTICLE V

QUALIFIED PRE-RETIREMENT SPOUSE'S DEATH BENEFIT

1. QUALIFIED PRE-RETIREMENT SPOUSE'S DEATH BENEFIT. (a) In the event of the death of a married Employee with a vested interest in the Plan, prior to

retirement, whether eligible for any form of retirement or not, and whether actively employed or not, a 100% Pre-Retirement Survivor Benefit, computed as of the date of death, shall apply in favor of the Employee's Spouse. Such a benefit shall commence upon application of the Spouse, at such time as the Employee would otherwise have become eligible for a Normal Retirement, Early Retirement, Service Retirement, or Age and Service Retirement. If at the time of death the Employee does not qualify for Early Retirement solely because he does not have ten (10) years of Vesting Credits, and: (1) the Employee has at least five (5) years of Vesting Credits, (2) the death of the Employee was caused by an accident, and (3) an accidental death benefit is payable under the U. A. Local No. 159 Health & Welfare Plan, then the Employee will be deemed eligible for Early Retirement, and this benefit shall commence upon application of the Spouse at any time after the Employee would have been at least 55 years of age.

If the spouse applies for such benefit before the Employee's normal retirement age, the amount of the benefit shall be actuarially reduced, on the same basis as for an Early Retirement described in Section 3 of Article II unless the Employee would have been eligible for a Service Retirement or Age and Service Retirement.

(b) The Fund Manager shall, at a reasonable time after an Employee reaches age 35 or becomes a Plan participant, supply the Employee and spouse with an explanation of the benefit in a manner similar to that described in Section 1(b) of Article III. The employee may at any time thereafter, prior to retirement or death, waive or reinstate the benefit any number of times. However, a final election of a pre-retirement death benefit other than this benefit shall not be effective unless accompanied by the written consent of the spouse, duly acknowledged before a Notary Public or witnessed by a Plan representative, indicating the spouse's understanding of the effect of the election.

2. AMOUNT OF BENEFIT: The monthly amount of the Spouse's Pre-Retirement Survivor Benefit for a spouse who is exactly five, or less than five, years younger than the Employee on the date of the Employee's death, is equal to 100% of the Normal Retirement Benefits earned by the Employee for Credited Service to the date of death less any reduction which may be applicable by virtue of the spouse's request to receive the pension before the Employee's normal retirement age birthday. For a spouse who is more than five years younger than the Employee on the date of the Employee's death, the monthly amount of the Spouse's Survivor Benefit is equal to 100% of the Normal Retirement Benefits earned by the Employee for Credited Service to the date of death, actuarially reduced so as to have the equivalent value of retirement income payable to a spouse who is exactly five years younger

than the Employee (subject to any Early Retirement reductions which also apply).

3. DURATION OF BENEFIT. No Qualified Pre-Retirement Spouse's Death Benefit shall be payable unless the surviving spouse is eligible for such benefit and the Trustees have received and approved written application therefor. Benefit payments shall be retroactive to the first day of the month following the date that the application was received by the Trust Fund Office.

4. SURVIVING SPOUSE OPTION. A surviving spouse may elect to receive the Optional Pre-Retirement Death Benefit provided in Article IV, in lieu of receiving the Qualified Pre-Retirement Death Benefit herein provided unless, at the time of the Employee's death, a designation of beneficiary was in effect for the benefit of another person with the consent of the spouse.

ARTICLE VI BREAKS IN SERVICE

1. WHEN DEEMED TO HAVE OCCURRED.

(a) An Employee whose interest in the Plan is not vested shall suffer a temporary break in service if in any three Plan Years, ending on or before December 31, 1997, or in any one Plan Year ending December 31, 1998, or thereafter, he/she has not been credited with at least 300 hours of Service as defined in Section 13 of Article I. Such break in service shall become permanent, and the employee's previously accumulated non-vested years of Credited Service shall not be taken into account, if his/her consecutive years of break in service equal or exceed five years or the total number of full or partial Years of Vesting Credit accrued prior to the break, whichever is greater. Years of service lost by reason of a permanent break in service shall not be taken into account in determining a break in service thereafter.

(b) For purposes of this Section, no break in service shall occur in any Plan Year in which the Employee's failure to be credited with the required minimum of 300 hours was due to one of the following:

- (1) service in the Armed Forces;
- (2) disability, resulting from illness or accident, which prevented the Employee from regularly performing work coming under the jurisdiction of the U. A. (proof of the disability shall be established by medical satisfaction of the Board of Trustees);

- (3) strike or lockout;
- (4) Union business;
- (5) employment by a public agency in Contra Costa, Alameda, Napa or Solano Counties, or effective January 1, 1998, anywhere in the jurisdiction of the United Association, as a plumber or pipefitter or in such other positions as are approved from time to time by the Board of Trustees;
- (6) authorized leave of absence, not to exceed one year, granted in advance in writing by the Trustees; or
- (7) employment as a sole proprietor or partner in a signatory contracting business, or as an active shareholder of a corporate signatory employer.

(c) In order for an Employee to avoid a break in service under (1) through (7) above, the Employee must satisfy all of the following conditions:

- (1) He/she must notify the Board of Trustees in writing of the condition causing the break; and
- (2) He/she must return to, or be available for, covered employment, or retire from Industry Service and apply for benefits under this Plan, within 90 days after the termination of the condition causing the break; and
- (3) He/she must present proof satisfactory to the Board of Trustees that he/she qualifies for such relief.

(d) In addition to the above, no break in service shall occur during any Plan Year in which the Employee did not accrue three hundred or more hours of covered or contiguous service, if the Employee was unable to accrue 300 such hours due to pregnancy, birth of a child, adoption of a child, or caring for a child for a period beginning immediately after the birth or placement. Time so credited shall be counted in the Plan Year in which the absence from work begins only when necessary to prevent a break in service in that Plan Year, or otherwise in the Plan Year next following. Time so credited shall be counted only for the purpose of preventing a break in service, and not for any other purpose.

2. REEMPLOYMENT AFTER A BREAK IN SERVICE. If an Employee with a non-vested interest in the Plan returns to covered employment after suffering a temporary break in service, and is credited with 300 hours of Vesting Credit under Section 13 of Article I in one Plan Year before the break becomes permanent, his/her previously accumulated non-vested years of Credited Service shall be reinstated.

3. APPLICATION OF PRIOR VESTING AND BREAK IN SERVICE RULES. This Plan text reflects the vesting and break in service rules currently in effect. If an Employee had a break in service prior to the current Plan Year, the validity of the pre-break credits and the Employee's vesting status will continue to be governed by the Prior Plan's or this Plan's prior vesting and break in service rules which were in effect on the date of the Employee's last Covered Hour of Employment before the break began. If an Employee suffers a permanent break in service at any time, he/she will lose all credits accrued before the break in service began. Once an Employee suffers a permanent break in service, the pre-break credits remain lost even if he/she returns to covered employment and earns enough years of Credited Service later to qualify for a pension for the later service. Pre-break credits also remain lost even if the Prior Plan or this Plan was or is amended after a break becomes permanent and the Employee would not have lost those credits under the later rule.

ARTICLE VII SUSPENSION OF BENEFIT PAYMENTS UPON RETURN TO COVERED EMPLOYMENT

1. GENERAL SUSPENSION RULES: Benefits otherwise payable will be suspended during periods of Industry Service in accordance with the following rules:

(a) After Normal Retirement Age. After a retired Employee attains Normal Retirement Age, his/her benefits will be suspended for any month in which the Employee works 40 or more hours in California in Industry Service as defined herein. An Employee will be entitled to receive benefits again as of the first month in which he/she works less than 40 hours in California in Industry Service.

(b) Before Normal Retirement Age. Until a retired Employee attains Normal Retirement Age, benefits will be suspended if he/she performs any amount of work whatsoever in Industry Service, or, if not actually in Industry Service, any amount of work in any other industry directly or indirectly related to Industry Service, when using the same or similar tools used by employees in Industry Service, wherever or for whomever the work is performed, except for

a disability retiree working under an approved rehabilitation program. Once suspended, benefits will not again resume until Normal Retirement Age, even if the Employee leaves Industry Service before then, except for (i) Employees who qualify for Disability Retirement after returning to Industry Service, (ii) Disability Retirees who return to Industry Service after recovering from the disability and subsequently qualify for Early or Disability Retirement, (iii) Disability Retirees who return to Industry Service as part of a rehabilitation program, but who are unable, within the first six months, to continue such employment because of the original disability, and (iv) retirees who meet the waiver requirements during journeymen shortages, as provided in subsection (6)(e) of this Article.

2. INDUSTRY SERVICE: For purposes of this Plan, the term "Industry Service" means work in the Plumbing and Pipe Fitting Industry (whether for a participating or a nonparticipating employer), and any work in the construction industry which makes use of one or more skills which were learned during a significant period of training or practice and used in a job for which the Plan was at any time entitled to receive contributions on the retired Employee's behalf (whether or not acquired during participation in the Plan). Industry Service includes work in a managerial, supervisory, or executive capacity, and persons with ownership interests in either incorporated or unincorporated businesses. However, the following specific and limited work categories shall be excluded from the "Industry Service" definition and retirees may perform such work while receiving pension benefits:

(a) Any employment for the Government of the United States or for any state or any political subdivision of any state.

(b) Employment as an estimator for any participating employer. For this purpose, the term "estimator" shall mean an individual who spends all of his/her working time doing estimating and related work and who does no work, whether as a foreman or journeyman, which is otherwise covered under a collective bargaining agreement to which his/her employer is party with the Union.

(c) Employment as a project manager for any participating employer. For this purpose, the term "project manager" means an individual who spends all of his/her working time on project management, supervising one or more crafts, on projects upon which another person is present performing supervisory work, as defined in a collective bargaining agreement with a participating Local Union, but who does no work, whether as a foreman or journeyman, which is covered by any collective bargaining agreement to which the employer is party with the Union.

(d) General in-house maintenance work at one or more fixed locations for an owner/employer who is not a contractor.

(e) Employment as a signatory employer, exclusively in the service and repair industry, in an authorized geographical area. For this purpose, "authorized geographical area" means either:

- (1) the geographical jurisdiction of U. A. Local No. 159; or
- (2) the geographical jurisdiction of any other U. A. Local Union if there is a valid certification in effect from the Local Union that a significant percentage of service and repair work in its area is not being done by signatory employers, and written approval of that local business office is obtained.

(f) Work as a participating signatory employer (including work in a supervisory, managerial or executive capacity, or having an ownership interest in the business) in the geographical jurisdiction of U. A. Local No. 159, provided that the individual performs no work, whether as a foreman or journeyman, which is otherwise covered under a collective bargaining agreement to which the employer is party with the Union.

(g) Employment as a detailer for any participating employer. For this purpose, the term "detailer" shall mean an individual who spends all of his/her working time doing detailing and related work and who does no work, whether as a foreman or journeyman, which is otherwise covered under a collective bargaining agreement to which his/her employer is party with the Union.

(h) Employment as an instructor at an apprenticeship training program established and maintained jointly by a U. A. local union and by participating signatory employers.

3. EFFECTS ON BENEFICIARY DESIGNATION. Beneficiary designations, with respect to survivor benefits other than joint life annuities, may be changed in the usual manner during a suspension period, but if a contingent beneficiary dies during the suspension period, no substitute designation may be made and there will be no actuarial adjustment to take account of that death.

4. RECALCULATION UPON RESUMPTION. (a) If a retiree's benefit is suspended by reason of a return to Industry Service, and the retiree was either older than Normal Retirement Age, or returning to covered employment under Section 6(e) of this Article VII, then the retiree's benefit will be the following:

- (1) For the covered employment before suspension of benefits: The retiree shall receive the same monthly benefit as before suspension; and
- (2) For the covered employment performed while benefits were suspended: If, in any Plan Year during the period of suspension, the retiree worked the minimum number of hours of covered employment required to accrue Credited Service, and the retiree has terminated working in Industry Service, then effective on the next January 1, the retiree's benefit shall be increased to reflect the Benefit Credit earned during the period of suspension.

(b) If a retiree's benefit is suspended because of a return to Industry Service before Normal Retirement Age, and the retiree was not returning to covered employment under Section 6(e) of this Article VII, then effective at Normal Retirement Age, the retiree's benefit shall be his/her full normal benefit, actuarially recalculated or offset to take into account benefits paid when they were suspendible and any additional Credited Service earned during the period of suspension.

5. INFORMATION REQUIRED OF RETIREES. Retirees who become reemployed in Industry Service must immediately so notify the Plan. Unless it would be unreasonable under the circumstances, failure to report any month of such reemployment will create rebuttable presumptions that (i) the person had at least 40 hours of Industry Service during that month, and (ii) if the employment was at a construction site, that the person had worked in Industry Service at that site for the same employer for so long as that employer performed such work at that site. Furthermore, at such times and with such frequency as the Trustees may request, retirees must either certify that they are unemployed (and have been so since the last such certification) or provide factual information sufficient to establish that any employment does not constitute Industry Service. And, before suspended benefits can resume, the retiree must advise the Plan Office in writing that the employment requiring suspension of benefits has terminated and must furnish such information as the Plan may then request, to enable it to verify that benefits may properly resume. Retirees shall be advised of the rules set forth in this subparagraph upon retirement, and in any communications related to the application of these rules.

6. ADDITIONAL RULES:

(a) Notice of Suspension. Benefits shall not be suspended unless the Plan gives the retiree any notification legally required under applicable Department of Labor regulations, which includes a citation to those regulations; a description of the specific reasons for the suspension; and a general description of the Plan provisions relating to the suspension and a copy of such Plan provisions. The notification shall also include a description of the Plan's procedure for reviewing suspension of benefits and the procedures and forms governing the resumption requirements described below.

(b) Resumption Date. When benefit payments resume, actual payment will be made no later than the first day of the third calendar month after the calendar month in which Industry Service ends, but (except as provided in Subsection 1(b)) not before the Employee's Normal Retirement Date and subject to the retiree's complying with the requirements of Subsection 5 above.

(c) Minimum Amount. Upon resumption of benefit payments to an Employee whose benefits have been suspended, the Employee's regular monthly benefit will not be less than the regular monthly benefit being paid before benefits were suspended (unless such benefit would have been reduced for reasons unrelated to the suspension or any actuarial adjustments resulting therefrom), but shall be subject to the offset provisions set forth below.

(d) Offsets. The Plan may offset against benefit payments due to a retiree any payments previously made for months worked by the retiree in Industry Service for which benefits could have been suspended had the Plan been timely informed of such Industry Service. The maximum amount by which any payment may be reduced pursuant to such offsets shall be 25% of the payment. Prior to the offset, the Employee shall be specifically notified of the periods of employment for which the offset is made, the suspendible amounts subject to offset, and the manner in which the Plan intends to offset such suspendible amounts. This information shall be included in the Notification described in Subparagraph (I) of this Section, to the extent known when the Notification is sent.

(e) Waiver of Suspension. (1) The Trustees may waive any suspension, in whole or in part, for such reasons and subject to such limitations as it deems appropriate under the circumstances.

- (2) A retiree's benefits shall be suspended only for months in which the retiree is actually employed in Industry Service, notwithstanding that the retiree has not attained Normal Retirement Age, if all of the following are true:
 - (A) The Union has notified the Trust Fund Office that there is full employment;
 - (B) The retiree was duly dispatched for covered employment through the employment office of the Union, and worked only in covered employment; and
 - (C) The retiree returns to retirement status immediately upon notification by the Union that there is no longer full employment, except if the retiree had worked less than 90 days of covered employment in a period of full employment, then the retiree must return to retirement status no more than 90 days after such notification.

ARTICLE VIII - ADMINISTRATION

1. The Pension Plan is administered by the Trustees. The Trustees may establish rules for the transactions of their business and the administration of the Pension Plan. The Trustees have the exclusive right to construe the provisions of the Pension Plan to determine any and all questions arising thereunder or in connection with the administration thereof, including the right to remedy possible ambiguities, inconsistencies, or omissions, and any such construction or determination by the Trustees made in good faith shall be conclusive on all persons affected thereby, provided that in any such construction or determination the Trustees shall not discriminate in favor of any Employee.

2. After the end of each Plan Year, each non-retired Employee shall be furnished a report showing the total credited prior and current service, along with the Covered Hours of Employment credited to him/her under this Plan for the preceding Plan Year. Within sixty (60) days of receipt of the report, an Employee who claims that he/she should be credited with a greater number of Covered Hours of Employment for the latest complete Plan Year included in such report may file evidence in support of claim with the Administration Office, and the Trustees shall promptly determine the proper number of hours to be credited to such Employee. Unless the Employee takes exception to the

report within sixty days of the receipt thereof, the report shall be conclusive evidence of the Credited Service of the Employee.

ARTICLE IX - AMENDMENTS

1. It is intended that this Plan shall continue indefinitely. Nevertheless, the Trustees reserve the right to amend the Plan at any time, except that no amendment shall be allowed which would reduce the accrued benefits of any Employee. In addition, there shall be no reversion of assets to any Employer and no amendment shall be allowed which will cause the assets of the Plan to inure to the benefit of an Employer, or divert any portion of the Fund for any purposes other than the payment of retirement benefits to retired Employees and their beneficiaries or the payment of reasonable expenses of administration of the Plan. However, the Trustees, within their sole discretion, may give a credit or refund for contributions which were made pursuant to a clerical or administrative error concerning the amount of money which was due as payment to the Plan, to an Employer who is not in default of any money due to the Plan, if such repayment will not affect the soundness of the Plan.

2. No merger of the Plan with any other Plan or transfer of its assets shall be permitted which would result in any Employee's receiving a benefit immediately thereafter, which is less than the benefit to which he/she would have been entitled if the Plan had been terminated immediately prior thereto.

3. If the Pension Plan is terminated in whole or in part, the accrued benefits of all affected Employees, to the extent funded as of the date of termination, are nonforfeitable. In the event of a total termination, all assets remaining in the Plan, after the payment of all expenses incurred in terminating or administering the Plan, shall be allocated to the benefit of Employees, retired Employees, surviving spouses, and other beneficiaries, in accordance with ERISA § 4041A, 29 U.S.C. § 1341a.

ARTICLE X - MISCELLANEOUS PROVISIONS

1. INFORMATION TO BE FURNISHED. Employees shall furnish the Trustees with any information or evidence that the Trustees may deem necessary and reasonable to administer this Pension Plan.

2. APPEAL PROCEDURES.

(a) The procedures specified in this Section 2, in Section 10 of this Article, and such supplementary procedures as the Board of Trustees may adopt, shall be the sole and exclusive procedures available to any Employee, beneficiary, or other person claiming any benefit or other right under this Plan who is dissatisfied with an eligibility determination, benefit award, or who is adversely affected by any adverse action or decision, or failure to act or decide, affecting the person's rights to benefits under the Plan. The Board of Trustees shall have full discretionary authority to interpret Plan language, and reserves the exclusive authority to decide all claims or disputes regarding right, type, amount, or duration of benefits, or claim to any payment from this Trust. The Board's decision on all matters within its discretion shall be final and binding on all parties. A civil action arising from the denial of benefits must be filed within one year from the date on which the Board of Trustees provides notice that the claimant's appeal has been denied, regardless of any state or federal statutes establishing provisions relating to limitations of actions.

(b) On all matters other than claims and appeals for Disability Retirement benefits, any person claiming to be aggrieved by any action or decision, or failure to act or decide, of the Trust Fund Office, other agent of the Board, or the Board, may request an appeal of the matter to the Board of Trustees. To be valid, a request for appeal must be submitted in writing within sixty days of receipt of notification of the action, the decision, or the failure to act or decide which is the basis of the appeal. The request for appeal must state in detail the matter or matters involved. The Trust Fund Office shall then place the matter on the agenda for the next regularly scheduled Board of Trustees, and notify the appellant of the date of the meeting. The appellant may then submit any written materials he/she desires in support of his/her claim. The Board of Trustees shall then decide the matter within a reasonable period of time. If the appellant is still aggrieved after the Board has considered the matter without an appearance, the appellant may request an appearance. At the next regularly scheduled meeting of the Board, the appellant may appear either in person or by a representative of his/her choosing, and shall be given a full opportunity to be heard. Any materials submitted by the appellant and any representation by counsel shall be at the appellant's own expense. The Board of Trustees shall then make a final decision on the matter within a reasonable period of time, and notify the appellant in writing of the specific reasons for its decision, with references to the specific provisions of the Plan on which its decision is based.

(c) Claims and appeals for Disability Retirement benefits filed on or after January 1, 2002 shall be governed by the "Special Claims and Appeals Procedures for Disability Retirement Benefits," set out in Article X, Section 10.

3. APPLICABLE LAWS AND REGULATIONS. This Pension Plan shall be interpreted and administered in accordance with Section 302(c) of the Labor Management Relations Act of 1947, the Employee Retirement Income Security Act of 1974, the Internal Revenue Code, and the regulations pertinent thereto, and any other applicable statutes and regulations, as such statutes and regulations presently exist, or as they may hereafter be amended. References herein to particular sections of the above-mentioned statutes shall include any regulations pertinent to such sections and any subsequent amendments to such sections or regulations.

4. EFFECT OF ILLEGALITY. If any provision of this Pension Plan is held to be illegal or invalid for any reasons, such illegality or invalidity shall not affect the remaining portions of the Pension Plan.

5. TITLES AND WORDS. The titles of the various articles and sections of this Plan are inserted solely for convenience of reference and are not a part of, nor shall they be used to construe, any term or provision hereof. Whenever any words are used herein in the masculine gender they shall be construed as though they were used in the feminine gender, and words in singular form shall be construed as though they were used in the plural form, in all cases where they would so apply.

6. ASSIGNMENT OF BENEFITS. Benefits under this Plan may not be assigned or alienated, except as provided in Section 7 of this Article, and as follows. Any retiree who is covered under the U. A. Local No. 159 Health and Welfare Plan who wishes to apply a portion of his/her retirement benefits to pay the cost of such coverage may so elect in writing in a form satisfactory to the Pension Trustees. Said election may be revoked at any time by notice in writing. However, this option shall be available only if the Trustees of the Health and Welfare Trust Fund have on deposit with the Administration Office a general acknowledgment that the Health and Welfare Fund has no enforceable right to any retirement benefit or any part thereof except to the extent of contributions already received.

7. QUALIFIED DOMESTIC RELATIONS ORDERS. The benefits provided by this Plan are subject to any qualified domestic relations order which creates or recognizes the existence of an alternative payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable with respect to a participant under the Plan. It includes any judgment, decree or order (including approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, child or other dependent of a participant, and is made pursuant to a State Domestic Relations Law (including a community property law). In the event the Plan is served with such an order, it shall

promptly notify the participant and any other alternative payee of the order, and of its procedures for determining the qualified or unqualified status of the order.

8. LIMITATION OF BENEFITS. No benefits shall be payable under the terms of this Plan which exceed the amount permitted under Section 415 of the Internal Revenue Code, the provisions of which are incorporated herein by reference. For purposes of this section, actuarial equivalence shall be determined using the Applicable Mortality Table and the 30-year Treasury Bill Rate (Applicable Interest Rate), pursuant to Revenue Ruling 95-6 and Revenue Ruling 98-1.

9. FACILITY OF PAYMENT. If, in the opinion of the Trustees, any person who is eligible to receive payments under this Pension Plan is legally, physically, or mentally incapable of personally receiving and receipting for any such payment, the Trustees may direct payments to such other person, persons or institutions, who have been duly appointed guardian or other legal representative of such payee. Such payments, to the extent thereof, will constitute a full discharge of the liability of the Trust Fund and of the Trustees under the Pension Plan.

10. SPECIAL CLAIMS AND APPEAL PROCEDURES FOR DISABILITY RETIREMENT BENEFITS. These special claims and appeals procedures shall apply to all claims and appeals for Disability Retirement benefits filed on or after January 1, 2002.

(a) Filing a Claim for Disability Retirement Benefits: To file a claim for Disability Retirement benefits, the participant must submit a completed application form, with proof of disability, to the Trust Fund Office. Along with the claim form, the claimant may submit written comments, documents, records or other information relating to his or her claim. The Plan will provide access to and/or copies of all documents, records and other information relevant to the claim, upon request and free of charge. An authorized representative may act on behalf of the claimant in filing a claim for Disability Retirement benefits under this Plan.

(b) Notification Rules If The Claim For Benefits is Denied:

- (1) Time Limits and Requests for Additional Information. If a claim for Disability Retirement benefits is denied, the Plan will notify the claimant as soon as reasonably possible, but no later than 45 days after the Plan received the claim. That time period may be extended for up to two additional 30-day periods, but only due to matters beyond the Plan's

control. If the Plan needs a 30-day extension, it will notify the claimant, within 45 days of receiving the claim, of the following:

- (A) the reason for the delay,
- (B) the expected date of decision,
- (C) the basis on which the decision will be made,
- (D) any unresolved issues preventing a decision now, and
- (E) any additional information the Plan needs to make the decision.

The claimant will then have up to 45 days to provide the specified information. The Plan's response period will be extended by any additional time it takes for the claimant to provide the requested information.

- (2) Contents of Notice. The Plan will provide the claimant with written notice if his or her claim for disability benefits is denied. The notice will include the following information:

- (A) a statement of the specific reason(s) for the denial;
- (B) reference to the specific Plan provision(s) on which the denial was based;
- (C) if the Plan's decision relied upon an internal Plan rule, guideline, protocol or similar criterion, either the specific rule, or a statement that the specific rule was relied upon and that a copy of such rule will be provided free of charge upon request;
- (D) a description of any additional information or documents that the claimant will need to submit if he or she wants the claim to be reconsidered, and an explanation of why that information is necessary;
- (E) a description of the Plan's appeal procedures. These will be found in a separate document, and must be followed in appealing the denial of benefits; and
- (F) a statement of the claimant's right to bring a civil action under ERISA § 502(a), if the appeal is unsuccessful.

(c) Appeal Procedures:

- (1) If a claim for Disability Retirement benefits has been denied, the claimant may appeal the denial to the Board

of Trustees. Appeals must be in writing, and state in detail the matter or matters involved. To submit an appeal, the claimant must send a letter with any documents and information that he or she wants the Board to consider, to:

U. A. Local No. 159 Defined Benefit Plan
c/o HS&BA
4160 Dublin Boulevard, Suite 400
Dublin, CA 94568

Claimants must submit their appeals within 180 days of receiving a denial of benefits. If a claimant does not submit an appeal within 180 days of receiving a denial, he or she will be deemed to have waived any objection to the denial.

- (2) The Board of Trustees has full discretionary authority to decide upon Plan benefits, to interpret the Plan language conclusively and to make a final determination of the rights of any participant, beneficiary, assignee, or other person with respect to Plan benefits.
- (3) Standard for Review. In deciding the appeal, the Board of Trustees will take into account everything that the claimant submitted, even material that was submitted or considered in the initial benefit determination. The Board of Trustees will not give deference to the initial determination. Neither a person who made the initial determination nor such a person's subordinate will take part in the decision on appeal.
- (4) In deciding an appeal that is based in whole or in part on a medical judgment, the Board of Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The Board of Trustees will identify to the claimant any medical or vocational experts whose advice was obtained by the Plan in connection with the decision, whether or not the advice was relied upon in making the decision. The health care professional consulted on appeal will not be an individual who was consulted in connection with the initial benefit denial, or such a person's subordinate.

(d) Notification of the Board's Decision on Appeal:

- (1) Time Limits. The Board of Trustees will render a decision on appeal at the meeting immediately following the filing of the appeal, unless the appeal is filed within 30 days of the meeting, in which case the decision may be made at the second meeting following the appeal.
- (2) If special circumstances (such as the need for a hearing) require further extension, the decision will be made no later than the third meeting following the filing of the appeal. In such cases, the Plan will notify the claimant in writing of the extension, describing the special circumstances and the date the determination will be made, before the extension begins.
- (3) The Plan will notify the claimant of the decision as soon as possible, but no later than 5 days after the decision is made. The Plan's response period will be extended by any additional time it takes for the claimant to provide the requested information.
- (4) Contents of Notice. The Plan will send the claimant written notice of the Board of Trustees' decision on appeal. If the appeal has been denied, the notice will include the following information:
 - (A) the specific reason(s) for the denial;
 - (B) reference to the specific Plan provision(s) on which the denial is based;
 - (C) if the decision relied upon an internal Plan rule, guideline, protocol or similar criterion, either the specific rule, or a statement that the specific rule was relied upon and that a copy of such rule will be provided free of charge upon request;
 - (D) a statement that the claimant may view and receive copies of documents, records or other information relevant to the claim, upon request and free of charge; and
 - (E) a description of any further appeal procedures, and the claimant's right to receive information about the procedures, and the claimant's right to bring a civil action under ERISA § 502(a).

ARTICLE XI - EFFECTIVE DATE

(The version of the Plan in this Summary Plan Description has been updated through March 1, 2016, and includes Amendments 1-4 to the Plan as revised October 1, 2014.)

1. The effective date of this Plan is July 1, 1976. However, the Plan shall be read as though the effective date of this restatement is October 1, 2014, except where otherwise provided, or except where necessary to prevent the decrease of an accrued benefit provided by earlier versions of, or amendments to, the Plan. If such a decrease would result, the effective dates of amendments creating the rights to such benefits shall apply. The effective dates of the Prior Plans were:

U. A. Local No. 159 Pension Plan	July 1, 1963
U. A. Local No. 342 Pension Plan	July 1, 1959
U. A. Local No. 343 Pension Plan	July 1, 1963
U. A. Local No. 444 Pension Plan	January 1, 1956

2. This restatement applies only to participants of the Bay Area Pipe Trades Pension Plan who were members of U. A. Local No. 159 on July 1, 1994, and remained participants in the Plan after the withdrawal of U. A. Locals Nos. 342, 343, and 444 as sponsoring Local Unions; and to all participants who became newly covered under the Plan after that date. This restatement does not apply to rights which were transferred to a Transferee Plan under former Article XIII, *Asset Transfer Rule*, or for retirements commenced before the effective date under the then-effective rules for retirements. In addition, the publication of this restatement is not intended to affect the validity of rules of prior versions of the Plan relating to rights accrued under prior rules, which remain valid for Vesting and Benefit Credits accrued or lost under such rules.

SUPPLEMENTARY INFORMATION ABOUT THE PLAN

This Plan is known as the U. A. Local No. 159 Defined Benefit Plan. The Trust Fund, through which the Plan is provided, is known as the U. A. Local No. 159 Pension Trust Fund. The Employer Identification Number assigned to the Trust Fund by the Internal Revenue Service is 94-2859426. The Defined Benefit Plan is Plan No. 001. The Plan Year extends from January 1 through December 31 of each year. The Trust Fund also sponsors the U. A. Local No. 159 Defined Contribution Plan, which is described in another booklet.

The Plan is administered directly by the Board of Trustees with the assistance of a contract manager, designated throughout this booklet as the Plan Administrator. The agent for service of process is the Fund Legal Counsel and service may also be made upon any of the Trustees and the Plan Administrator. The addresses and phone numbers of the individual trustees, the Plan Administrator, and Legal Counsel appear in the beginning of the booklet in the section entitled "Trustees and Administration."

The Defined Benefit Plan provides Normal Retirement, Early Retirement, Service or Age and Service Retirement, Disability Retirement, and spouses' pension benefits, and certain contingent death benefits. It is covered by the plan termination insurance provisions of the Employee Retirement Income Security Act of 1974 ("ERISA").

The Plan is maintained under collective bargaining agreements between U. A. Local No. 159 and employer associations, including the Northern California Mechanical Contractors Association, Industrial Contractors (UMIC), Inc., and Greater Bay Area Plumbing, Heating and Cooling Contractors Association, (GBA), as well as a number of Individual Employers not affiliated with any particular association. Copies of these collective bargaining agreements may be obtained upon written request to the Plan Administrator or to the Local Union. A complete list of employers and employer associations maintaining the Plans is available upon written request to the Plan Administrator and is available for inspection by participants and beneficiaries upon request and reasonable notice. Participants and beneficiary may also request a statement whether a particular employer or union is a sponsor of the Plans, and if so, its address.

The Plan is funded entirely out of employer contributions, which are currently fixed by the collective bargaining agreements at certain rates per hour for each hour worked by each of the employees of the participating Individual Employers. The rates are subject to negotiation by the parties and to change from time to time as they may agree. The assets of the Plan are held in trust by a corporate co-trustee, and managed by professional investment managers, as selected by the Board of Trustees. The Board currently employs U.S. Bank as its corporate co-trustee. The Board currently

employs Alan D. Biller and Associates as its investment consultant. The Plan's investment managers and mutual funds include Blackrock, Delaware, IFM Global Infrastructure, Invesco, McMorgan, Pimco, Segall, Bryant & Hamill, SouthernSun Asset Management, UBS Realty, Vanguard, White Oak Global Advisors and Wilimington/Credit Suisse.

STATEMENT OF ERISA RIGHTS

As a participant in the U. A. Local No. 159 Defined Benefit 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

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

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

(3) 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.

(4) Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (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 pension 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 which is denied or ignored, in whole or in part, you may file suit in a state or Federal court; however, your right to sue may be limited by the court if you have failed to exhaust your plan appeal rights. 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 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, , which is the San Francisco Regional Office, 90 Seventh Street, Suite 11-300, San Francisco, CA 94103, (415 625-2481, 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.

BENEFIT GUARANTEE INFORMATION

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

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

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

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

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