

U.A. LOCAL NO. 159 DEFINED BENEFIT PLAN

(As Revised October 1, 2014)

ELEVENTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 19th day of June 2018, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. Effective June 19, 2018, Article X, Section 2(b) is amended in its entirety to state as follows:

(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. 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. 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.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.



Chairman

Date: 6-19-18



Co-Chairman

Date: 6-19-18

U.A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

TWELFTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 19th day of February, 2019, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. A new Section is added to Appendix A at the end of the U.A. Local No. 159 Pension Plan:

2018

A Supplemental Retiree Benefit shall be distributed for 2018 in equal shares of the funds allocated for this purpose to any participant who was 1) alive on January 1 of 2018; 2) in pay status under the Defined Benefit Plan at the time of payment of this benefit; and 3) a member in good standing with U.A. Local No. 159. If a participant does not survive from January 1, 2018 until payment, the participant's surviving spouse, if any, shall receive the payment, if alive when this benefit is paid. The amount of the benefit for 2018 is \$317.01 per eligible participant.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.



Chairman

Date: 2-19-19



Co-Chairman

Date: 2-19-19

U.A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

THIRTEENTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 20th day of August, 2019, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. A new Section 12 is added to Article X of the Plan to read as follows:

12. APPLICABLE VENUE. A Participant or beneficiary shall only bring an action in connection with the Plan in the United States District Court for the Northern District of California.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.


Chairman

Date: 8/20/2019


Co-Chairman

Date: 8/22/19

U.A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

FOURTEENTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 18th day of February, 2020, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. A new Section is added to Appendix A at the end of the U.A. Local No. 159 Defined Benefit Plan:

2019

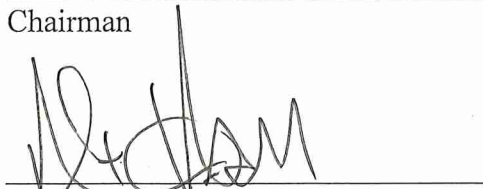
A Supplemental Retiree Benefit shall be distributed for 2019 in equal shares of the funds allocated for this purpose to any participant who was 1) alive on January 1 of 2019; 2) in pay status under the Defined Benefit Plan at the time of payment of this benefit; and 3) a member in good standing with U.A. Local No. 159. If a participant does not survive from January 1, 2019 until payment, the participant's surviving spouse, if any, shall receive the payment, if alive when this benefit is paid. The amount of the benefit for 2019 is \$337.37 per eligible participant.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.



Chairman

Date: 2/18/2020



Co-Chairman

Date: 2/18/2020

U.A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

FIFTEENTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 11th day of February, 2021, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. A new Section is added to Appendix A at the end of the U.A. Local No. 159 Pension Plan:

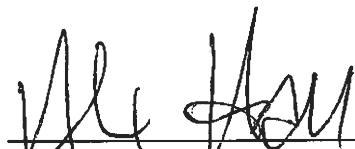
2020

A Supplemental Retiree Benefit shall be distributed for 2020 in equal shares of the funds allocated for this purpose (currently \$0.15 per hour of the U.A. Local No. 159 Defined Benefit Plan contributions, excluding outgoing reciprocity and Residential Specialist contributions) to any participant who was 1) alive on January 1 of 2020; 2) in pay status under the Defined Benefit Plan at the time of payment of this benefit; and 3) a member in good standing with U.A. Local No. 159. If a participant does not survive from January 1, 2020 until payment, the participant's surviving spouse, if any, shall receive the payment, if alive and in pay status, when this benefit is paid. The amount of the benefit for 2020 is \$312.83 per eligible participant.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.


Chairman

Date: 2/17/21


Co-Chairman

Date: 2/17/2021

U.A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

SIXTEENTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 18th day of August, 2021, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. Effective for distributions made after December 31, 2019 with respect to individuals who attain age 70 ½ after such date, amend Article III, Section 10 (b) in its entirety to state as follows:

(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 through December 31, 2019, 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. Effective January 1, 2020, benefits to each Employee must commence no later than the following times (1) if the Employee is at least a 5% owner of a contributing employer: April 1 of the calendar year following the year in which the Employee attains age 72; or (2) if the Employee is not at least a 5% owner, the later of (i) April 1 of the calendar year following the year that the Employee attains age 72; or (ii) the Employee's retirement from Industry Service.

2. Effective for distributions made after December 31, 2019 with respect to individuals who attain age 70 ½ after such date, amend Article III, Section 11 in its entirety to state as follows:

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. Effective January 1, 2020, 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 72, 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.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.



Chairman

Date: 8/30/2021

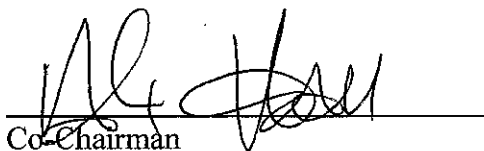
Co-Chairman

Date: _____

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.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.

Chairman



Co-Chairman

Date: _____

Date: 8/30/2021

U.A. LOCAL NO. 159 DEFINED BENEFIT PLAN
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SEVENTEENTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 10th day of February, 2022, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. A new Section is added to Appendix A at the end of the U.A. Local No. 159 Pension Plan:

2021

A Supplemental Retiree Benefit shall be distributed for 2021 in equal shares of the funds allocated for this purpose (currently \$0.15 per hour of the U.A. Local No. 159 Defined Benefit Plan contributions, excluding outgoing reciprocity and Residential Specialist contributions) to any participant who was 1) alive on January 1 of 2021; 2) in pay status under the Defined Benefit Plan at the time of payment of this benefit; and 3) a member in good standing with U.A. Local No. 159. If a participant does not survive from January 1, 2021 until payment, the participant's surviving spouse, if any, shall receive the payment, if alive and in pay status, when this benefit is paid. The amount of the benefit for 2021 is \$331.87 per eligible participant.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.

Thomas Lawson
Chairman

Date: 2/16/2022

[Signature]
Co-Chairman

Date: 2/16/2022

U.A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

EIGHTEENTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 6th day of December, 2022, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. Amended Article VII, Section 2, to add a new sub-section (i), and to read in its entirety as follows:
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.

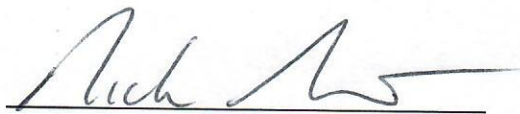
(f) Work as a participating signatory employer (including work in a supervisory, managerial or executive capacity, or having an ownership interest in the business) in the geographical jurisdiction of U. A. Local No. 159, provided that the individual performs no work, whether as a foreman or journeyman, 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.

(i) Employment between January 1, 2023 and December 31, 2027 as a Coordinator at the apprenticeship training program established and maintained jointly by U.A. Local No. 159 and its participating signatory employers.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.


Chairman

Date: 12/6/2022


Co-Chairman

Date: 12/6/2022

U.A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

NINETEENTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 6th day of December, 2022, and the 14th day of February, 2023, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. A new Section is added to Appendix A at the end of the U.A. Local No. 159 Pension Plan:

2022

A Supplemental Retiree Benefit shall be distributed for 2022 in equal shares of the funds allocated for this purpose (currently \$0.15 per hour of the U.A. Local No. 159 Defined Benefit Plan contributions, excluding outgoing reciprocity and Residential Specialist contributions) to any participant who was 1) alive on January 1 of 2022; 2) in pay status under the Defined Benefit Plan at the time of payment of this benefit; and 3) a member in good standing with U.A. Local No. 159. If a participant does not survive from January 1, 2022 until payment, the participant's surviving spouse, if any, shall receive the payment, if alive and in pay status, when this benefit is paid. The amount of the benefit for 2022 is \$274.82 per eligible participant.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.


Chairman

Date: 2/14/2023


Co-Chairman

Date: 2/14/2023

U. A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

TWENTIETH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 6th day of December, 2022, and the 14th day of February, 2023, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. Amended Article III, Section 2(a) to read in its entirety, and to be effective January 1, 2023:

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

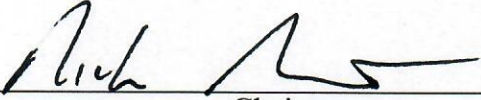
PLAN YEAR	MONTHLY BENEFIT
July, 1976 - June, 1977	\$32.00
July, 1977 - June, 1978	32.00
July, 1978 - June, 1979	32.00
July, 1979 - December, 1979	32.00
January - December, 1980	33.00
January - December, 1981	40.00
January - December, 1982	52.00
January - December, 1983	68.00
January - December, 1984	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 - December 2022	176.00
January 2023 & thereafter	190.00

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.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.

 _____ Chairman	Date: <u>2/14/2023</u>
 _____ Co-Chairman	Date: <u>2/14/2023</u>