

**JANUARY 1, 2015 RESTATEMENT
OF THE PENSION PLAN FOR THE
ARIZONA BRICKLAYERS' PENSION TRUST FUND**

This document sets forth the Plan Document of the Pension Plan for the Arizona Bricklayers' Pension Trust Fund, as restated effective January 1, 2015. This document constitutes a restatement of, and a continuation of, the prior Plan, as set forth in the previous restatement and the amendments thereto, which became effective on various dates and are incorporated herein.

ARTICLE I. DEFINITIONS

Section 1. The term "Active Participant" means an Employee who meets the requirements for participation in the Plan and excludes a Pensioner, Beneficiary or Vested Participant who is not employed by a Contributing Employer.

Section 2. The term "Association" means Arizona Masonry Contractors Association, an association of Individual Employers, all of whose members employ Employees represented by the Union and who are obligated to make payments into this Fund.

Section 3. The term "Beneficiary" means a person (other than a Pensioner) who is:

- (a) Legally entitled to receive benefits under this Plan because of his or her designation for such benefits by an Active Participant, a Vested Participant or a Pensioner.
- (b) Legally entitled to and receiving or is entitled to receive benefits by operation of law.

Section 4. "Calendar Year" means the period from January 1 to the next December 31. For purposes of ERISA and ERISA regulations, the Calendar Year shall serve as the vesting computation period and benefit accrual computation period and after the initial period of employment or of re-employment following a break in Covered Employment, the computation period for eligibility to participate in the Plan.

Section 5. The term "Collective Bargaining Agreement" shall mean any written agreement entered into by the Union with any Individual Employer, as an Employer is defined in the Labor Management Relations Act of 1947, covering wages, rates of pay, hours of labor or other conditions of employment or any of them of employees represented for the purpose of collective bargaining by the Union and which agreement provides for payment by an Individual Employer into this Fund.

Section 6. "Continuous Employment". Two periods of employment are continuous if there is no quit, discharge or other termination of employment between the periods.

Section 7. The term "Covered Employment" means employment performed by an Employee as defined in Section 8 of this Article for a Contributing Employer.

Section 8. The term "Employee" means any Employee of an Individual Employer who is a member of the collective bargaining unit covered by a Collective Bargaining Agreement. The term shall also include:

- (a) The officers and Employees of the Union, the Association, the Phoenix Bricklaying Joint Apprenticeship Committee, the Masonry Industry Program of Arizona and the Arizona Masonry Guild, Inc.
- (b) A person employed by an Individual Employer in work classifications connected with the trade but not covered by a Collective Bargaining Agreement such as superintendents, assistant superintendents, general foremen, estimators, etc., who has been previously participating in the Fund while working at work classifications covered by a Collective Bargaining Agreement and for which contributions have been paid to and received by the Fund.
- (c) Any person regularly employed by the Fund in its administrative office or offices. For purposes of this Section, "regularly employed" shall mean any employee who performs at least 1,000 hours of work in Covered Employment in a Plan Year.

The term "Employee" shall not include any partner or sole proprietor of a business organization which is a Contributing Employer.

Section 9. The term "ERISA" means the Employee Retirement Income Security Act of 1974.

Section 10. The term "Future Service Credit" means periods of employment on and after January 1, 1960 credited in accordance with Article VI of this Plan.

Section 11. The terms "Individual Employer" or "Contributing Employer" mean any person or entity who is now or hereafter may be required by any Collective Bargaining Agreement or other agreement to make payments into this Fund or who does in fact make one or more payments into this Fund. An employer shall not be deemed an Individual Employer simply because he is part of a controlled group of corporations or of a trade or business under common control, some other part of which is an Individual Employer.

For purposes of identifying highly compensated employees and applying the rules on participation, vesting and statutory limits on benefits under the Fund but not for determining Covered Employment, the term "Employer" includes all corporations, trades or businesses under common control with the Employer within the meaning of Internal Revenue Code §414(b) and (c), all members of an affiliated service group with the Employer within the meaning of Internal Revenue Code §414(m) and all other businesses aggregated with the Employer under Internal Revenue Code §414(o).

Section 12. Effective January 1, 1988, the term Normal Retirement Age shall mean the later of:

- (a) age 65 or
- (b) the earlier of:

- (1) the 5th anniversary of the time a Plan Participant commenced participation in the Plan, disregarding participation before January 1, 1988, or
- (2) the 10th anniversary of the time a Plan Participant commenced participation in the Plan.

Participation before a permanent break in Covered Employment, as defined in Article VI of this Plan, shall be disregarded in applying this subsection.

Section 13. The term "Participant" means an Active Participant, a Pensioner, a Beneficiary or a Vested Participant.

Section 14. The term "Past Service Credit" means periods of employment prior to January 1, 1960 to the extent credited in accordance with Article VI of this Plan.

Section 15. The term "Pension Credit" means the years of employment which are accumulated and maintained for Employees in accordance with Article VI of this Plan for benefit accrual purposes.

Section 16. The term "Pensioner" means a person to whom a pension is being paid under this Plan or to whom a pension would be paid but for the time required for administrative processing. A Pensioner who has returned to Covered Employment and is accruing benefits on the same basis as other Employees as of the effective date of a benefit increase shall not be considered a Pensioner for purposes of that benefit increase.

Section 17. The terms "Pension Fund" or "Fund" mean the Fund created and established pursuant to the Trust Agreement.

Section 18. The terms "Pension Plan" or "Plan" mean this Pension Plan and any modification, amendment, extension or renewal thereof.

Section 19. The term "Hour of Service" shall mean:

- (a) Each hour for which an Employee is paid or entitled to payment, directly or indirectly by an Employer for the performance of duties. Such hours shall be credited to the computation period in which the duties are performed.
- (b) In conformance with D.O.L. Regulations Sections 2530.200b and 2530.200b-3, each hour for which an Employee is paid or entitled to payment, directly or indirectly, by an Employer for a period of time during which no duties are performed, excluding any time compensated under a worker's compensation or unemployment compensation or disability insurance law. Such hours shall be credited to the computation period in which the period during which no duties are performed occurs. No more than 301 Hours of Service shall be credited under this Subsection (b) in any continuous period. Two periods of paid non-Work shall be deemed to be continuous if they are compensated for the same reason and are not separated by at least 90 days.
- (c) Each hour for which back-pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer. Such hours shall be credited to the computation period to

which the award or agreement pertains. In no event will hours be credited under this Subsection (c) if they are credited under Subsection (a) or Subsection (b).

Section 20. The term "Spouse" means the person to whom a Participant is married, provided the jurisdiction in which the marriage was performed recognizes the marriage as valid. For purposes of this Section, the term "jurisdiction" may refer to any of the fifty states of the United States, to the District of Columbia, to the territories of the United States, or to a foreign country.

Section 21. The term "Trust Agreement" means the Trust Agreement establishing the Arizona Bricklayers' Pension Trust Fund, dated as of January 1, 1960, including any modification, amendment, extension or renewal thereof.

Section 22. The terms "Trustee" or "Board" or "Board of Trustees" mean those Trustees appointed to administer the Pension Plan under the provisions of the Trust Agreement.

Section 23. The term "Union" means the B.A.C.I.U. of A., No. 3, formerly known as B.M.P.I.U. of A., No. 3, a labor organization, as defined in the Labor Management Relations Act.

Section 24. The term "Vested Participant" means an Employee who has qualified for a vested status in accordance with the provisions of Article VI, Section 5.

Section 25. A period of "Work" means a period in which an Employee performed services and for which he was paid or entitled to payment by the Individual Employer.

Section 26. "Year of Participation" means, for purposes of compliance with Regulation 2530 of the Department of Labor, a Calendar Year after December 31, 1975 during which a Participant performs 2000 hours of Work in Covered Employment.

Section 27. Annuity Starting Date.

- (a) Subject to section (b), below, a Participant's Annuity Starting Date is the first day of the first calendar month starting after the Participant has fulfilled all of the conditions for entitlement to benefits and after the later of the Participant's submission of a completed application for benefits, or 30 days after the Plan advises the Participant of the available benefit payment options, unless
- (1) the benefit is being paid as a Husband-and-Wife Pension at or after the Participant's Normal Retirement Age,
 - (2) the benefit is being paid out automatically as a lump sum under Article VII, Section 7, or
 - (3) the Participant and Spouse (if any) consent in writing to the commencement of payments before the end of that 30-day period. Consent of the Participant and Spouse to the commencement of benefits before the end of the 30-day minimum notice period will be valid as long as the following conditions are satisfied:

- (A) the Participant is informed of the right to take up to 30 days to consider whether to waive the Husband-and-Wife Pension and consent to one of the alternate forms of benefit allowed by the Plan,
 - (B) the Participant is given at least 7 days to change his/her mind and cancel an election to waive the Husband-and-Wife Pension options,
 - (C) distribution of the benefits begins more than 7 days after the written explanation was provided to the Participant and Spouse.
- (b) The Annuity Starting Date shall not be later than the Participant's Required Beginning Date as defined in Article VII, Section 5(b).
 - (c) The Annuity Starting Date for a Beneficiary or alternate payee shall be determined under subsections (a) and (b), except that references to the Husband-and-Wife Pension and spousal consent do not apply.
 - (d) A Participant who retires before his or her Normal Retirement Age and then earns additional benefit accruals under the Plan through reemployment shall have a separate Annuity Starting Date determined under subsection (a) with respect to those additional accruals, except that an Annuity Starting Date that is on or after Normal Retirement Age shall apply for any additional benefits accrued through reemployment after that date.

Section 28. Highly Compensated Employee.

- (a) The term "Highly Compensated Employee" includes highly compensated active employees and highly compensated former employees of an Employer. Whether an individual is a highly compensated employee is determined separately with respect to each Employer, based solely on that individual's Compensation from or status with respect to that Employer.
- (b) A Highly Compensated Employee is any employee who:
 - (1) was a 5-percent owner of the Employer at any time during the year or the preceding calendar year, or
 - (2) for the preceding calendar year
 - (A) had Compensation from the Employer in excess of \$80,000 (as adjusted annually for increases in the cost-of-living in accordance with regulations prescribed by the Secretary of the Treasury), and
 - (B) was in the top-paid group of employees of such Employer for such preceding calendar year. For this purpose, the top-paid group of employees shall consist of the top 20 percent of the employees when ranked on the basis of Compensation paid during such year.

Section 29. Compensation. "Compensation" with respect to any Participant means compensation from an Employer that is currently includible in gross income, as provided for

under section 414(s) of the Code, and as reported on IRS Form W-2 and as defined in Treasury Regulation § 1.415(c)-2(d)(4).

(a) "Compensation" shall also be subject to the following rules:

- (1) Compensation must be paid within the Calendar Year, and paid or treated as paid before Severance from Employment in accordance with the general timing rule of Treasury Regulation § 1.415(c)-2(e)(1) and in accordance with §1.415(c)-2(e)(2) regarding certain minor timing differences.
- (2) Compensation must include amounts paid by the later of 2½ months after Severance from Employment or the end of the Calendar Year that includes the Severance from Employment date in accordance with Treasury Regulation §1.415(c)-2(e)(3)(i). Such post-severance compensation includes regular pay as defined in §1.415(c)-2(e)(3)(ii), leave cashouts and deferred compensation as defined in §1.415(c)-2(e)(3)(iii), salary continuation payments for military service and disabled participants in accordance with §1.415(c)-2(e)(4), deemed section 125 compensation as defined in §1.415(c)-2(g)(6), but not other post-severance payments as defined in §1.415(c)-2(e)(3)(iv).

(b) The annual compensation of each Participant taken into account in determining benefit accruals in any Calendar Year beginning after December 31, 2001, shall not exceed \$200,000. For this purpose, annual compensation means Compensation during the Calendar Year, or such other consecutive 12-month period over which Compensation is determined under the Plan (the "determination period").

The \$200,000 limit on annual Compensation shall be adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B).

In determining benefit accruals in Calendar Years beginning after December 31, 2001, the annual compensation limit for determination periods beginning before January 1, 2002 shall be \$200,000.

(c) **Treatment of Military Differential Wage Payments.** Effective for years beginning after December 31, 2008, Compensation shall include military differential wage payments (as defined in section 3401(h) of the Code).

Section 30. Applicable Interest Rate. For Annuity Starting Dates on or after January 1, 2008, the Applicable Interest Rate means the adjusted first, second, and third segment rates applied under rules similar to the rules of Code §430(h)(2)(C) for the month of November (as published in December) immediately preceding the calendar year (which serves as the stability period). For this purpose, the segment rates shall be subject to the conditions set forth in Code §417(e)(3)(D).

Section 31. Applicable Mortality Table. For Annuity Starting Dates on or after January 1, 2008, the Applicable Mortality Table means a mortality table, based on the mortality table specified for the calendar year under subparagraph (A) of Code §430(h)(3) (without regard to subparagraph (C) or (D) of such section).

Section 32. Qualified Military Service. Notwithstanding any provision to the contrary, vesting, benefits and service credit with respect to Qualified Military Service will be provided in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994, as amended, (USERRA) and section 414(u) of the Internal Revenue Code for individuals who were absent from Covered Employment due to, and who returned to Covered Employment from, Qualified Military Service on or after December 12, 1994. Qualified Military Service shall be counted for purposes of earning Future Service Credit, Years of Vesting Service, avoiding a One-Year Break in Covered Employment, and avoiding a Separation from Covered Employment provided the following conditions are satisfied.

- (a) An individual must have re-employment rights under USERRA in order for any period of Qualified Military Service to be recognized.
- (b) The individual must return to Covered Employment within the time period required by USERRA in order for any period of Qualified Military Service to be recognized.
- (c) No more than five years of Qualified Military Service may be recognized for any purpose except as required by law.
- (d) The Board of Trustees determines, in accordance with USERRA, that an individual is entitled to a period of Qualified Military Service.

ARTICLE II. PARTICIPATION

Section 1. Purpose. This Article contains definitions to meet certain requirements of the Employee Retirement Income Security Act of 1974 (otherwise referred to as ERISA) such as distribution of booklets, notices and disclosure material as well as establishing the basis on which premium payments are made to the Pension Benefit Guaranty Corporation. It should be noted that once an Employee has become a Participant, the provisions of this Plan give him credit in accordance with the rules of the Plan for some or all of his service before he became a Participant.

Section 2. Participation. The initial eligibility computation period for purposes of this Article II only, is the 12 consecutive-month period following an Employee's initial date of employment in Covered Employment. For purposes of this Article II only, an Employee who works in Covered Employment shall become an Active Participant in the Plan on the earliest January 1 or July 1 next following a 12 consecutive-month period during which he completed at least 300 Hours of Service in Covered Employment. The required hours may also be completed with any Hours of Service in other employment with an Employer if that other employment is continuous with the Employee's Covered Employment with that Employer. After the initial eligibility computation period, the Calendar Year which includes the first anniversary of an Employee's employment commencement date shall serve as the computation period for eligibility to participate in the Plan.

Section 3. Termination of Participation. For purposes of this Article II only, an Active Participant who incurs a Break in Service (defined in Article VI) shall cease to be an Active Participant as of the last day of the Calendar Year which constituted the Break, unless such individual has become a Pensioner or a Vested Participant.

Section 4. Reinstatement of Participation. For purposes of this Article II only, an individual who has lost his status as an Active Participant in accordance with Section 3 of this Article and who incurs a Permanent Break in Covered Employment shall again become an Active Participant retroactive to his reemployment commencement date by meeting the requirements of Section 2 of this Article on the basis of service after the Calendar Year during which his participation terminated.

ARTICLE III. PENSION ELIGIBILITY AND AMOUNTS

Section 1. General. This Article sets forth the eligibility conditions and amounts for the pensions provided by this Plan. The accumulation and retention of Pension Credits for eligibility are subject to the provisions of Article VI. The benefit amounts are subject to reduction on account of the Husband-and-Wife Pension (Article IV). Entitlement of an eligible Participant to receive pension benefits is subject to his retirement and application for benefits, as provided in Article VII.

Only Pension Credits or Vesting Service earned subsequent to a Permanent Break in Covered Employment, as defined in Article VI will apply towards the eligibility for a pension hereunder.

- (a) NONCOVERED EMPLOYMENT INCLUDES WORK IN ANY CAPACITY OR BUSINESS ACTIVITY OF ANY KIND, WITHIN THE JURISDICTION OF THE COLLECTIVE BARGAINING AGREEMENT, FOR ACTUAL OR POTENTIAL WAGES OR PROFIT OR OTHER BENEFIT IN THE SAME INDUSTRY OR IN THE SAME TRADE OR CRAFT FOR AN EMPLOYER (INCLUDING SELF-EMPLOYMENT) THAT DOES NOT HAVE A COLLECTIVE BARGAINING AGREEMENT WITH THE UNION. SPECIFICALLY, THE WORK PROHIBITED INCLUDES ANY WORK OF THE TYPE PERFORMED BY EMPLOYEES OF THE FUND WHILE EARNING THE PENSION OR ANY PART THEREOF. PROHIBITED WORK ALSO INCLUDES WORKING IN ANY CAPACITY SUCH AS A SUPERINTENDENT, ASSISTANT SUPERINTENDENT, GENERAL FOREMAN, ESTIMATOR, OR WORKING OR ACTING AS AN OWNER, OFFICER, DIRECTOR, OR QUALIFYING PARTY.
- (b) NONCOVERED EMPLOYMENT DOES NOT INCLUDE WORK DESCRIBED IN SUBSECTION (A) ABOVE WHEN IT IS PERFORMED FOR THE PURPOSE OF RECRUITING NON-UNION WORKERS TO JOIN THE UNION OR TO ENCOURAGE A NON-UNION EMPLOYER TO ENTER A COLLECTIVE BARGAINING AGREEMENT WITH THE UNION. PARTICIPANTS MAY ONLY WORK FOR NON-UNION EMPLOYERS FOR THIS PURPOSE AT THE DIRECTION OF THE UNION AND/OR THE TRUST FUNDS WHEN AND WHERE IT IS LAWFUL TO DO SO. BOTH THE UNION AND THE ADMINISTRATIVE OFFICE FOR THE TRUST FUNDS MUST RECEIVE A WRITTEN NOTIFICATION DESCRIBING THE NATURE OF THE EMPLOYMENT BEFORE SUCH EMPLOYMENT BEGINS. SPECIFICALLY, THE NOTICE MUST SET FORTH THE NAME OF THE PARTICIPANT, THE NAME OF THE NON-UNION EMPLOYER, THE EMPLOYMENT POSITION THE PARTICIPANT EXPECTS TO HAVE, THE DATE THE PROPOSED NON-UNION EMPLOYMENT IS TO BEGIN, THE EXPECTED DATE SUCH EMPLOYMENT WILL END, AND THE EXPECTED OUTCOME OR UNION GOALS OF THE NON-UNION EMPLOYMENT OF THAT PARTICIPANT. THE BOARD OF TRUSTEES SHALL ESTABLISH RULES AND PROCEDURES THAT GOVERN NON-UNION EMPLOYMENT FOR THIS PURPOSE.

Section 2. Eligibility for Regular Pension. Upon retirement and application, a Participant shall be eligible for a Regular Pension if he meets all of the following requirements:

- (a) He has attained age 65.
- (b) He has at least ten years of Pension Credits.
- (c) He has received credit for 700 hours of Work in Covered Employment since January 1, 1960.

NOTWITHSTANDING THESE REQUIREMENTS, FOR EVERY CALENDAR QUARTER IN WHICH A PARTICIPANT OR AN EMPLOYEE OR A FORMER PARTICIPANT OR EMPLOYEE PERFORMS AT LEAST ONE HOUR OF NONCOVERED EMPLOYMENT ON OR AFTER JANUARY 1, 2010, AS DEFINED IN SECTION 1 OF THIS ARTICLE, THE EFFECTIVE DATE OF THE ELIGIBILITY FOR REGULAR PENSION BENEFITS EARNED ON AND AFTER JANUARY 1, 2010, SHALL BE DELAYED SIX (6) MONTHS. BENEFITS EARNED PRIOR TO JANUARY 1, 2010, SHALL NOT BE DELAYED PURSUANT TO THIS SECTION, HOWEVER, SUSPENSIONS FOR PROHIBITED EMPLOYMENT SET FORTH IN ARTICLE VII ARE APPLICABLE. IN NO EVENT WOULD DELAY EXTEND BEYOND NORMAL RETIREMENT AGE.

Section 3. Amount of Regular Pension.

- (a) The monthly amount of a Regular Pension with an Annuity Starting Date on or after July 1, 2008 shall, subject to the provisions of Section 16 of this Article, be equal to the sum of:
 - (1) \$43.00 for each full year (and proportionately less for fractional years) of Pension Credit earned under this Plan on and after January 1, 1996 and prior to January 1, 2007; plus
 - (2) \$30.00 for each full year (and proportionately less for fractional years) of Pension Credit earned under this Plan on and after January 1, 2007; plus
 - (3) the amount determined under (b) or (c) below, as applicable.
- (b) **Bricklayer.** The monthly amount payable to a Participant for Pension Credits which were not accumulated under the Tilelayers' Pension Plan, as defined in Article X, shall be equal to:
 - (1) \$13.75 for each full year (and proportionately less for fractional years) of Pension Credit earned prior to January 1, 1960; and
 - (2) \$61.00 for each full year (and proportionately less for fractional years) of Pension Credit earned from January 1, 1960 through December 31, 1995.
- (c) **Tilelayer.** The monthly amount payable to a Participant for Pension Credits which were accumulated under the Tilelayers' Pension Plan, as defined in Article X, shall be equal to:
 - (1) \$12.00 for each full year (and proportionately less for fractional years) of Pension Credit earned prior to July 1, 1965; and

- (2) \$61.00 for each full year (and proportionately less for fractional years) of Pension Credit earned from July 1, 1965 through December 31, 1995.
- (d) Effective July 1, 2008, the monthly benefit payable to all Pensioners and Beneficiaries who were on the pension rolls as of June 30, 2008 will be increased by three percent (3%).

Section 4. Eligibility for Early Retirement Pension. Upon application and retirement, a Participant shall be eligible for an Early Retirement Pension if he meets all of the following requirements:

- (a) He has attained age 55.
- (b) He has at least ten years of Pension Credit.
- (c) He has received credit for 700 hours of Work in Covered Employment since January 1, 1960.

NOTWITHSTANDING THESE REQUIREMENTS, FOR EVERY CALENDAR QUARTER IN WHICH A PARTICIPANT OR AN EMPLOYEE OR A FORMER PARTICIPANT OR EMPLOYEE PERFORMS AT LEAST ONE HOUR OF NONCOVERED EMPLOYMENT ON OR AFTER JANUARY 1, 2010, AS DEFINED IN SECTION 1 OF THIS ARTICLE, THE EARLY RETIREMENT DATE FOR BENEFITS EARNED ON AND AFTER JANUARY 1, 2010, OF SAID PARTICIPANT OR EMPLOYEE OR A FORMER PARTICIPANT OR EMPLOYEE SHALL BE DELAYED SIX (6) MONTHS. BENEFITS EARNED PRIOR TO JANUARY 1, 2010, SHALL NOT BE DELAYED PURSUANT TO THIS SECTION, HOWEVER, SUSPENSIONS FOR PROHIBITED EMPLOYMENT SET FORTH IN ARTICLE VII ARE APPLICABLE. IN NO EVENT WOULD DELAY EXTEND BEYOND NORMAL RETIREMENT AGE.

Section 5. Amount of Early Retirement Pension. The Early Retirement Pension shall be a monthly amount determined as follows:

- (a) The first step is to determine the amount of the Regular Pension to which the individual would be entitled if he were 65 years of age at the time of his retirement.
- (b) The second step, to take into account that the individual is younger than age 65, is to reduce the amount determined under (a) above by:
 - (1) **For Retirement prior to January 1, 1983**, 1/2 of 1% for each month by which the individual is younger than age 65 on the Annuity Starting Date of his Early Retirement Pension.
 - (2) **For retirement on and after January 1, 1983 and prior to January 1, 1992**, 1/4 of 1% for each month by which the individual is younger than age 65 on the Annuity Starting Date of his Early Retirement Pension.

- (3) **For Retirement on and after January 1, 1992 but prior to December 1, 1997,** 1/6 of 1% for each month by which the individual is younger than age 65 on the Annuity Starting Date of his Early Retirement Pension.
- (4) **For Retirement on and after December 1, 1997,** 1/6 of 1% for each month by which the individual is younger than age 60 on the Annuity Starting Date of his Early Retirement Pension, and 1/12 of 1% for each month by which the individual is younger than age 65 on his Annuity Starting Date.

Section 6. Eligibility for a Disability Pension.

- (a) Upon application and retirement, an Active or Vested Participant shall be entitled to a Disability Pension if he is totally and permanently disabled for any type of gainful employment prior to attaining age 65 provided:
 - (1) He has at least ten years of Pension Credit, OR, FOR ANNUITY STARTING DATES ON AND AFTER JANUARY 1, 2009, HE HAS AT LEAST FIVE YEARS OF PENSION CREDIT.
 - (2) He has received credit for 700 hours of Work in Covered Employment since January 1, 1960.
 - (3) He has not at any time on or after January 1, 2010, performed any Noncovered Employment as defined in Section 1 of this Article.
- (b) Upon application and retirement, an Active Participant who becomes totally and permanently disabled for Work in the trade will be eligible for a Disability Pension if:
 - (1) He has at least 15 years of Pension Credit; and
 - (2) He has received credit for 700 hours of Work in Covered Employment since January 1, 1960; and
 - (3) HE HAS NOT AT ANY TIME ON OR AFTER JANUARY 1, 2010, PERFORMED ANY NONCOVERED EMPLOYMENT AS DEFINED IN SECTION 1 OF THIS ARTICLE.

Section 7. Permanent and Total Disability Defined. A Participant shall be deemed permanently and totally disabled only if the Board of Trustees, in its sole and absolute discretion, finds that:

- (a) Such bodily injury is not due to such Participant's commission of or attempt to commit a felony, or the engagement in any felonious activity or occupation, or the self-infliction of any injury, or as a result of habitual drunkenness or the use of narcotics, unless such narcotics were administered pursuant to the orders of a licensed physician.
- (b) Such disability will be total, permanent and continuous for the remainder of the life of the Participant.

In exercising such discretion, the Board may obtain and act upon such competent medical evidence as it may require to be shown to it and it may, but need not necessarily, accept as proof of permanent and total disability a determination by the federal Social Security Administration that the Participant is entitled to a Social Security disability benefit under Title II of the Social Security Act. The Board of Trustees may at any time, or from time to time, require evidence of continued entitlement to such Social Security disability benefit and may at any time notwithstanding the prior granting of a Disability Pension under the Plan, on the basis of such Social Security disability benefit, require that the Participant satisfy the provisions of Subparagraphs (a) and (b) of this Section as a prerequisite to the continuance of the Disability Pension granted under the Plan.

Section 8. Amount of the Monthly Disability Pension. The monthly Disability Pension Shall be equal to the Regular Pension the individual would receive if he were age 65 at the time he became totally disabled.

Section 9. Disability Pension Payments.

- (a) **Payments Generally.** Once an application has been duly filed and payment has begun pursuant to Section 1 of Article VII, such payment shall continue thereafter for so long as such disability continues and, if applicable, the Pensioner remains entitled to a Social Security Disability benefit, except that upon attainment of age 65, a Disability Pensioner shall have his pension continued regardless of whether or not he remains totally disabled.
- (b) **Conversion From an Early Retirement Pension.** If a Participant makes application for pension benefits after January 1, 1984, and if the Participant was totally disabled on the date of his application for pension benefits, he may elect to receive, if otherwise qualified, an Early Retirement Pension pending proof of his disability to the Board of Trustees under the definitions of Article III, Section 7.

Should such an applicant then qualify for a Disability Pension, the effective date of his Disability Pension shall be determined pursuant to Article VII, Section 1.

- (c) **Auxiliary Disability Benefit.** If the Annuity Starting Date for a Participant's Disability Pension is later than the Participant's disability commencement date, then he may be entitled to an Auxiliary Disability Benefit. For purposes of this subsection (c), the term "disability commencement date" shall mean the date of entitlement to Social Security Disability benefits, or, if applicable, the first day of the month following five full calendar months of permanent and total disability as defined by Section 7 of this Article.

If the eligible Participant's application for a Disability Pension is filed within 180 days after the disability commencement date, OR, IF DISABILITY IS ESTABLISHED BY A SOCIAL SECURITY DISABILITY AWARD, THE ELIGIBLE PARTICIPANT'S APPLICATION FOR A DISABILITY PENSION IS FILED WITHIN 180 DAYS AFTER THE DATE OF THE NOTICE OF SOCIAL SECURITY DISABILITY AWARD, then such application shall be considered timely, and payment of the Auxiliary Disability Benefit shall commence as of the disability commencement date. If the Participant's application for Disability PENSION IS NOT FILED WITHIN THE

APPLICABLE 180-DAY PERIOD, then no Auxiliary Disability Benefit shall be payable.

The Auxiliary Disability Benefit is an amount, payable as a lump sum, equal to the monthly benefit which would have been payable under the Participant's Disability Pension (in the payment form elected for that pension) between the disability commencement date and the Annuity Starting Date of the Disability Pension.

Section 10. Recovery by a Disability Pensioner. If a Disability Pensioner loses entitlement to a Social Security Disability Pension or recovers from his disability, such fact shall be reported in writing to the Board of Trustees within 21 days of the date he received notice from the Social Security Administration or the date of such recovery, whichever occurs first.

If such written notice is not provided, the Board shall, upon his subsequent retirement postpone his eligibility for benefits for a period of six months following the date of his retirement, in addition to the months which may have elapsed since he received notice of the termination of the Social Security Disability Pension or recovered from the disability with respect to which he received disability payments from the Fund. In no event will such six months' postponement extend beyond his Normal Retirement Age.

Section 11. Return to Covered Employment by a Disability Pensioner. A Disability Pensioner who is no longer totally disabled may re-enter Covered Employment and will thereupon resume the accrual of Pension Credit to his account.

Section 12. Basic Pension. An Employee shall be entitled to a Basic Pension if he is not eligible for a Regular, Early Retirement or Disability Pension under this Pension Plan if he meets the following requirements:

- (a) He has attained age 65.
- (b) He has at least ten years of Pension Credit.
- (c) He presents evidence of retirement after December 31, 1954 in the form of a Federal Social Security award.
- (d) He made application on or before January 1, 1968.

Section 13. Amount of Basic Pension. The amount of the Basic Pension shall be \$81 per calendar month.

Section 14. Eligibility for a Vested Service Pension. A Participant shall, upon retirement, be eligible for a Vested Service Pension if he meets the following requirements:

- (1) He has attained age 65; and
- (2) He has met the vesting requirements of Article VI, Section 5 of this Plan.

Section 15. Amount of Vested Service Pension. The monthly amount of the Vested Service Pension is determined in the same manner as the Regular Pension.

Section 16. Separation from Covered Employment.

- (a) A Participant who after January 1, 1976 incurs two consecutive one-year Breaks in Covered Employment, as defined in Article VI, will be deemed to be separated from Covered Employment at the beginning of such two-year period.
- (b) The pension amount to which a Participant is entitled will be determined under the terms of the Plan as in effect at the time of his separation from Covered Employment, if any.
- (c) If a Participant returns to Covered Employment following a separation from Covered Employment described above and earns additional Pension Credit, his monthly benefit for such additional credits shall be calculated based on the benefit factor in effect on the date of his retirement or his subsequent separation from Covered Employment, whichever is earlier.

Section 17. Eligibility for Special Normal Retirement Age Vested Pension. Beginning January 1, 1976, a Participant shall upon retirement be eligible for a Special Normal Retirement Age Vested Pension if he meets the following requirements:

- (a) He has attained Normal Retirement as defined in Article I of this Plan.
- (b) He was an Active Participant in the Plan as defined in Article I of this Plan on the date he attained Normal Retirement Age.

Section 18. Amount of Special Normal Retirement Age Vested Pension. The monthly amount of the Special Normal Retirement Age Vested Pension shall be determined in the same manner as the Regular Pension.

Section 19. Rounding. If the amount of any monthly benefit payable under the Plan is not a multiple of \$.50, then it shall be rounded up to the next higher multiple of \$.50.

ARTICLE III-A. RECIPROCITY

If a Participant performs temporary Work for a limited time in the area of jurisdiction of B.A.C.I.U. of A., Local 1, the hours of such Work shall be recognized under this Plan for the accumulation of Future Service Credit and years of Vesting Service.

The agreement setting forth the rules and procedures with respect to such Work follows.

This agreement is entered into on the first day of September 1966 by and between ARIZONA BRICKLAYERS' PENSION TRUST FUND OF Phoenix, Arizona and TUCSON BRICKLAYERS' PENSION TRUST FUND of Tucson, Arizona. The former will be hereinafter referred to as the Phoenix Trust and the latter will be referred to as the Tucson Trust.

RECITALS:

WHEREAS, Employees represented by B.A.C.I.U. of A., Locals No. 1 and 3, (excluding Tilesetters, Marble Masons and Terrazzo Workers represented by Local No. 1) intermittently work on a temporary basis in the area of jurisdiction of whichever of these local unions is not their home local; (The term "home local" means the local Union in whose area of jurisdiction an Employee permanently resides and out of whose hiring hall the Employee is normally referred.)

WHEREAS, each of the above-named Trustees have, or may have from time to time, different qualifying requirements for the receipt of pension benefits;

WHEREAS, pursuant to collective bargaining different sums are, or may be from time to time, required to be contributed by employers for each hour worked in the different area jurisdictions of the local Unions;

WHEREAS, an Employee who works in both area jurisdictions may fail to qualify under either the Phoenix Trust or the Tucson Trust even though the total number of hours worked during a given period of time is sufficient to qualify him for Pension Credit if all such hours were reported to the Trust Fund established by his home local;

WHEREAS, there has been some confusion as to how and to whom hours worked by an Employee away from his home local's jurisdiction should be reported by his employer; and

WHEREAS, the Trusts and the Trustees of said Trusts, intend hereby to establish a procedure whereby Employees working on a "temporary" basis in the area jurisdiction of the local Union other than his home local, shall receive credit for all of such hours toward his qualifying under the Trust Fund established by his home local;

NOW, THEREFORE, it is agreed as follows:

1. The word "temporary" means work performed not on a permanent basis but for a limited time in the area jurisdiction of whichever local Union is not the home local of the particular Employee. Nothing contained in this agreement shall be interpreted as creating any conclusive presumptions relative to whether or not work performed in any given situation is or is not temporary in nature. The Board of Trustees of each Trust has the power and duty to conclusively determine whether hours worked were or are on a

temporary basis and, if not, to declare this agreement not applicable to hours worked on any other basis although alleged to be on a temporary basis. Such determination and declaration may be retroactive in application, depending upon the facts of each case and each Board of Trustees will be bound by the other's decision in this regard.

2. Each of the Trusts will transmit as soon as is reasonably possible to the other's Trust as of each January 1st and June 1st of each year such data as will show the number of hours worked by and reported for each individual workman who has worked on a temporary basis in the area jurisdiction of the local Union other than his home local during the previous period. More specifically:
 - (a) The Tucson Trust will transmit to the Phoenix Trust such data as will show the number of hours worked on a temporary basis in the area jurisdiction of B.A.C.I.U. of A., Local No. 1., by Employees whose home local is B.A.C.I.U. of A., Local No. 3.
 - (b) The Phoenix Trust will transmit to the Tucson Trust such data as will show the number of hours worked on a temporary basis in the area jurisdiction of B.A.C.I.U. of A., Local No. 1.
3. The employers of the Employees referred to in paragraph 2 above will report the hours worked away from the home local jurisdiction by such Employees on a temporary basis, to the Trust Fund to which the appropriate area bargaining agreement requires such reports to be made and these employers will not be required to make duplicate reports or any reports to the home local Trust Fund for such hours unless elsewhere expressly required to do so.
4. Upon receipt of the data referred to in paragraph 2 above, the receiving Trust Fund will record such reported hours to the credit of the particular Employee involved to the same effect as if such hours had been worked in the jurisdiction of his home local and reported directly to the receiving Trust Fund and such hours will be counted in all respects for purposes of qualifying for pension benefits the same as if they had been worked in the jurisdiction of the home local of the individual and reported directly by his employer to the receiving Trust.
5. There will be no transfer of monies between the two Trusts.
6. Nothing contained herein shall be applied so as to negate or otherwise affect the application of the "break-in-employment" rule of either of the pension plans, it being understood and agreed that hours worked while on a temporary basis and to which this agreement shall apply, shall not be credited or counted as hours worked or Pension Credits earned so as to prevent cancellation of accumulated Pension Credits pursuant to the break-in-employment rule of the individual's home local Trust.
7. Nothing contained herein shall create any rights in either Trust, any employer, and individual Employee, his Beneficiary or in any other person, relative to hours worked other than on a temporary basis. For example, but not by way of limitation, an Employee moving his permanent residence from Phoenix to Tucson will not be entitled simply by reason of this document to transfer his hours or credits accrued with the Phoenix Trust to

the Tucson Trust, nor to have the Tucson Trust thereafter transfer all hours subsequently worked to the Phoenix Trust.

8. This Reciprocity Agreement, after adoption by the Boards of Trustees of each of the Trusts, shall continue in effect until terminated by a notice in writing given by any one of the Trusts to the other Trust at least 30 days prior to the effective date of such termination, as stated in the notice.
9. The effective date of this Agreement will be for hours worked on and after the first of September, 1966.

ARTICLE IV. HUSBAND-AND-WIFE PENSION

Section 1. Effective Date. The provisions of this Article apply only to pensions where the entitlement to benefit payment commences on or after January 1, 1976.

Section 2. Amount of Husband-and-Wife Pension.

- (a) The monthly amount to be paid to the eligible surviving Spouse is one-half of the monthly amount received by the Pensioner at the time of his death, or, if applicable, one-half the amount that would have been paid to the Active Participant or Vested Participant under this Article, had his pension been in effect on the day before he died and as if the Husband-and-Wife Pension had been in effect on such date. Notwithstanding the foregoing, for Husband-and-Wife Pensions with an Annuity Starting Date on or after December 1, 1998, the monthly amount to be paid to the eligible surviving Spouse shall be equal to the monthly amount received by the Pensioner at the time of his death, or, if applicable, equal to the amount that would have been paid to the Active Participant or Vested Participant under this Article, had his pension been in effect on the day before he died and as if the Husband-and-Wife Pension had been in effect on such date, provided, however, that if the Participant's death occurs on or after November 4, 2005 but prior to his Annuity Starting Date, the benefit payable to the eligible surviving Spouse shall be a 50% qualified pre-retirement survivor annuity.
- (b) The monthly amount of the Husband-and-Wife Pension, once it has become payable, shall not be increased if the Spouse is subsequently divorced from the Pensioner or if the spouse predeceases the Pensioner, provided, however, that for deaths occurring on or after January 1, 1999, if the Spouse predeceases the Pensioner, then the monthly amount of the Husband-and-Wife Pension shall be increased to the amount that would have been payable to such Pensioner if his pension had been paid in the form of a single life annuity with a 36-month certain period. Such increased pension shall be effective with the month following the month in which the Spouse's death occurs, provided the Pensioner files with the Administrative Office a certified copy of the Spouse's Death Certificate within twelve (12) months of the date of the Spouse's death. If the Death Certificate is filed with the Administrative Office more than twelve (12) months following the Spouse's date of death, then the increased pension shall be effective with the month following the month in which the Death Certificate is received by the Administrative Office.

Section 3. Upon Retirement.

- (a) A Pension shall be paid in the form of a Husband-and-Wife Pension to a married Participant and his Spouse unless the Participant and his Spouse have filed with the Trustees in writing a timely rejection of that form of Pension, subject to all the conditions of this Article.
- (b) Subject to Section 7 of this Article, a married Participant and his Spouse may reject the Husband-and-Wife Pension (or revoke a previous rejection) at any time during the period not more than 90 days prior to the Annuity Starting Date or less than 30 days after they are provided a detailed explanation of the amount payable under the normal form of payment and a financial comparison of the other payment options. A Participant shall in

any event have the right to exercise this choice up to 90 days after he has been advised by the Trustees of the effect of such choice on his pension.

Section 4. Before Retirement. If a married Vested Participant dies before his Annuity Starting Date, his surviving Spouse shall be entitled to a Husband-and-Wife Pension.

- (a) If the Participant's death occurs after his attainment of age 55, the surviving Spouse shall be entitled to a Husband-and-Wife Pension commencing with the month following the month in which the Participant died. The amount of such Husband-and-Wife Pension shall be calculated as if the Participant had retired on the day before his death.

If the Participant's death occurs prior to his attainment of age 55, the surviving Spouse shall be entitled to a Husband-and-Wife Pension commencing with the month following the month in which the Participant would have attained age 55 had he lived. The amount of the Husband-and-Wife Pension shall be calculated as if the Participant had left Covered Employment on the earlier of the date he last worked in Covered Employment or the date of death, retired on a Husband-and-Wife Pension upon reaching age 55 and died on the last day of the month in which age 55 was reached.

If the surviving Spouse's Annuity Starting Date is after the date the Participant attained (or would have attained) Normal Retirement Age, the benefit shall include any actuarial adjustments to the Participant's accrued benefit which would have applied as of that date.

- (b) Subject to paragraph (c) below, the surviving legal Spouse of a Participant who dies before the Participant's Annuity Starting Date may apply for and receive the pre-retirement surviving spouse benefit to which he or she is entitled at any time after the death of the Participant. Payments shall begin as of the earliest date the Participant would have been entitled to receive Pension benefits.
- (c) Payment of the pre-retirement surviving spouse benefit must begin no later than December 1 of the calendar year in which the Participant would have reached 70½ or, if later, December 1 of the calendar year following the year of the Participant's death. If the Trustees confirm the identity and whereabouts of a surviving legal Spouse who has not applied for benefits by that time, payments to that surviving legal Spouse in the form of a single life annuity (subject to the provisions of Article VII, Section 7 on small benefit cashouts) shall begin as of that date.
- (d) If a surviving legal Spouse dies before the Annuity Starting Date of the pre-retirement surviving spouse benefit, that benefit shall be forfeited and there shall be no payments to any other party.
- (e) Notwithstanding the foregoing, if the Spouse's Annuity Starting Date is after the Participant's earliest retirement date, the benefit shall be determined as if the Participant had died on the Spouse's Annuity Starting Date.

Section 5. Retirement Before Age 55. If the Annuity Starting Date of a married Active Participant's Disability Pension occurs before he attains age 55, payment shall be made in the form of a Husband-and-Wife Pension, unless the Participant and his Spouse have rejected such

form of payment in writing in a rejection filed with the Trustees before the first pension payment has been made to him.

The Husband-and-Wife Pension shall provide payment to the surviving Spouse, if any, starting on the later of the first of the month following the death of the Participant or the first of the month following the date when the Participant would have attained age 55 had he lived.

Section 6. Adjustment of Pension Amount. When a Husband-and-Wife Pension becomes effective, the amount of the Active Participant's or Vested Participant's monthly pension shall be reduced in accordance with the following:

- (a) **Non-Disability Pensions.** If payment of a pension other than a Disability Pension, is to be made in the form of a Husband-and-Wife Pension, the pension amount shall be adjusted by multiplying it by the following percentage: 89% minus .4 percentage points for each year the Spouse's age is less than the Participant's age or plus .4 percentage points for each year the Spouse's age is greater than the Participant's age. In no event shall the resulting percentage be greater than 100%.
- (b) **Disability Pensions.** If payment of a Disability Pension is to be made in the form of a Husband-and-Wife Pension, the pension amount shall be adjusted by multiplying it by the following percentage: 79% minus .4 percentage points for each year the Spouse's age is less than the Participant's age or plus .4 percentage points for each year the Spouse's age is greater than the Participant's age.

If the Participant is younger than age 55 on the Annuity Starting Date of his Disability Pension, an additional .5 percentage points for each year the Participant is younger than age 55 shall be added to the percentage determined above. In no event shall the resulting percentage be greater than 100%.

Section 7. Additional Conditions. A Husband-and-Wife Pension shall not be effective under any of the following circumstances:

- (a) The Participant and Spouse were lawfully married to each other for less than a year before he died.
- (b) The Spouse died before the Participant's Annuity Starting Date or before his death, if he died before a pension was payable to him.
- (c) The marriage of the Participant and the Spouse was legally dissolved before the Participant's Annuity Starting Date or before his death if he died before a pension was payable to him.
- (d) The Trustees shall be entitled to rely on the written representation last filed by the Participant before his pension payment commenced as to whether he is married. If such representation later proves to be false, the Trustees may adjust for any excess benefits paid as the result of misrepresentation. Any payment made in good faith pursuant to the statements contained in an election application for pension shall discharge all the obligations of the Board of Trustees to the extent of such payments. A person claiming to be the Spouse of a Pensioner or Participant which relationship is not reflected in the

records of the Fund or which is denied by the Pensioner or the Participant, is entitled to a hearing on the issue as provided in Section 4 of Article VII.

The Trustees may recoup, offset or recover any sum due to the Pensioner or Participant the amount of any payments made in reliance on false statements including any legal expenses incurred for such recovery.

- (e) Any written election or revocation (including any change of a previous choice) made under this Article shall not take effect unless (1) the Spouse of the Participant consents in writing to such election, (2) such election designates a beneficiary (or a form of benefits) which may not be changed without spousal consent (or the consent of the Spouse expressly permits designations by the Participant without any requirement of further consent by the Spouse), and (3) the Spouse's consent acknowledges the effect of such election and is witnessed by a plan representative or a notary public. Notwithstanding the preceding sentence, no spousal consent shall be required if it is established to the satisfaction of the Trustees that spousal consent may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as the Internal Revenue Service may by regulations prescribe.
- (f) Except as provided in Section 3(b) of this Article, election or revocation may not be made or altered after payment of the pension has commenced. An election cannot be made or changed after the pension has commenced even if at the time of the commencement of the pension the Pensioner was not married and he subsequently married or, if married, the marriage is later dissolved.

Section 8. Qualified Optional 50% Joint and Survivor Annuity.

- (a) Subject to the spousal consent requirements and additional conditions of Section 7 of this Article IV, a married applicant who is eligible for benefits, who is married, and whose Annuity Starting Date is on or after January 1, 2009, may elect to receive the Qualified Optional 50% Joint and Survivor Annuity instead of Husband-and-Wife Pension. Under the Qualified Optional 50% Joint and Survivor Annuity, the co-annuitant must be the Participant's Spouse.
- (b) When an Optional 50% Husband-and-Wife Pension becomes effective, the amount of the Participant's Pension otherwise payable will be reduced in accordance with the following:
 - (1) Non-Disability Pensions. The Pension amount otherwise payable shall be adjusted by multiplying it by the following percentage: 98.0 percent minus .3 percentage points for each year by which the surviving Spouse's age is less than the Participant's age or plus .3 percentage points for each year by which the surviving Spouse's age is greater than the Participant's age; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.
 - (2) Disability Pensions. The Pension amount otherwise payable shall be adjusted by multiplying it by the following percentage: 87.5 percent minus .3 percentage points for each year by which the surviving Spouse's age is less than the Participant's age or plus .3 percentage points for each year by which the surviving

Spouse's age is greater than the Participant's age; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.

If the Participant is younger than age 55 on the Annuity Starting Date of his Disability Pension, an additional .5 percentage points for each year by which Participant is younger than age 55 shall be added to the percentage determined above. In no event shall the resulting percentage be greater than 100%.

- (c) Pop-Up. If a Participant elects the Qualified Optional 50% Husband-and-Wife Pension and the Participant's Spouse predeceases the Participant, the monthly amount payable to the Participant will be increased so as to equal the Participant's benefit payable in the form of a 36-month certain and life annuity, which is the normal form of payment for Participants who are not married when they retire.

ARTICLE V. DEATH BENEFIT

Section 1. Eligibility for and Amount of Death Benefit.

(a) Death Before Retirement.

- (1) If a Participant dies and the Husband-and-Wife Pension provisions of Article IV are not applicable, the total amount of contributions credited to his account shall be paid in a lump sum to his designated Beneficiary. In determining the amount of the lump-sum payment, only contributions received subsequent to the last Permanent Break in Covered Employment as defined in Article VI, Section 6, if any, will be counted.
- (2) If a Participant dies and the Husband-and-Wife Pension provisions of Article IV are applicable, the surviving Spouse may, within a period of 90 days following the Participant's death, elect to receive the lump-sum benefit provided in Subsection (1) of this Section instead of the lifetime monthly pension otherwise payable under the Husband-and-Wife Pension. However, if the surviving Spouse elects to receive this lump-sum benefit instead of the Husband-and-Wife Pension and if the actuarial present value of the Husband-and-Wife Pension is greater than the amount of the lump-sum benefit, then the actuarial present value of the Husband-and-Wife Pension shall be paid to the surviving Spouse in one lump-sum payment. For this purpose, actuarial present value shall be determined on the basis of the Applicable Interest Rate as defined in Article I, Section 30, and the Applicable Mortality Table as defined in Article I, Section 31.
- (3) NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS PLAN, IF AN EMPLOYEE OR PARTICIPANT OR FORMER EMPLOYEE OR PARTICIPANT PERFORMS AT LEAST ONE HOUR OF NONCOVERED EMPLOYMENT ON OR AFTER JANUARY 1, 2010, AS DEFINED IN ARTICLE III, SECTION 1, NO DEATH BENEFIT SHALL THEREAFTER BE PAYABLE UNDER THIS ARTICLE V, SECTION 1(a).

- (b) **Death After Retirement.** If a Pensioner dies before receiving a total of 36 monthly pension payments from the Trust and the Husband-and-Wife Pension provision in Article IV is not applicable, his monthly pension payments shall be continued until a total of 36 such payments have been made to such Pensioner and his designated Beneficiary or the person or persons selected in accordance with Section 3 of this Article and shall thereupon cease.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS PLAN, IF AN EMPLOYEE OR PARTICIPANT OR FORMER EMPLOYEE OR PARTICIPANT PERFORMS AT LEAST ONE HOUR OF NONCOVERED EMPLOYMENT ON OR AFTER JANUARY 1, 2010, AS DEFINED IN ARTICLE III, SECTION 1, NO DEATH BENEFIT SHALL THEREAFTER BE PAYABLE WITH REGARD TO BENEFITS ACCRUED ON AND AFTER JANUARY 1, 2010.

Section 2. Designation of Beneficiary. A Participant may designate a Beneficiary to receive any benefits provided under this Article by filing such designation at the Trust Office on a form prescribed by the Board of Trustees.

A Participant who is unmarried shall have the right to change his designation of Beneficiary without the consent of the Beneficiary but no such change shall be effective or binding on the Board unless it is received by the Board prior to the time any payment is made to the Beneficiary whose designation is on file at the Trust Office.

If the Participant is married at the time he desires to change his Beneficiary, unless such change is to designate his Spouse, no change shall be effective or binding on the Board unless such change is approved by the Spouse and in no event shall it be effective or binding on the Board unless it is received by the Board prior to the time any payment is made to the Beneficiary whose designation is on file at the Trust Office.

Section 3. Failure to Designate a Beneficiary or Death of Beneficiary. If no Beneficiary is designated by a Participant who is not subject to the Husband-and-Wife Pension or if a designated Beneficiary predeceases the Pensioner or survives him but dies prior to receipt of any benefits under this Article, the benefits provided under this Article shall be paid in the order of priority shown: surviving Spouse, surviving children, or if none, to the estate of the deceased. Any such payment shall, to the extent thereof, be a complete discharge of all liability under the Plan with respect thereto.

Section 4. Survivor Benefits Following Death During Qualified Military Service. If a Participant dies on or after January 1, 2007 while performing Qualified Military Service, as defined in Article I, Section 32 of the Plan but subject to Code §414(u)(5), the deceased Participant's beneficiaries shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan if such Participant had resumed Covered Employment and then terminated Covered Employment on account of death. In addition, the period of such Participant's qualified military service shall be treated as vesting service under the Plan.

ARTICLE VI. PENSION CREDIT AND YEARS OF VESTING SERVICE

Section 1. Credit for Periods Prior to January 1, 1960 (Past Service Credit).

- (a) A Participant who earned at least 1/4 of Future Service Credit before January 1, 1962 shall be entitled to Past Service Credit for each Calendar Year, or portion thereof, he was regularly employed prior to January 1, 1960 on Work covered by a Collective Bargaining Agreement in the geographical jurisdiction of the Union. Such a Participant shall be entitled to a full year of such credit for each Calendar Year he was so employed for 1,400 hours or more up to a maximum of 25 years. If such a Participant was so employed for less than 1,400 hours but for 350 hours or more in any Calendar Year, he shall receive one quarter of a year's credit for each 350 hours of such employment.
- (b) It is recognized that in many cases it will be difficult because of changing employment, to produce evidence of past years of service on such work. A presumption is therefore established that a Participant was engaged in creditable employment through the period of his membership in the Union prior to January 1, 1960 if there is no evidence to the contrary.

Section 2. Credit for Periods On and After January 1, 1960 (Future Service Credit).

- (a) From January 1, 1960 through December 31, 1962, an Active Participant shall receive Future Service Credit, as herein specified, for each Calendar Year during which he works in Covered Employment for 1,400 hours or more. If he works less than 1,400 hours in a Calendar Year in Covered Employment, he shall receive Pension Credit in quarter-year units according to the following schedule:

<u>Hours Worked in a Calendar Year</u>	<u>Pension Credit</u>
Less than 350	None
350 to 699	One Quarter
700 to 1049	Two Quarters
1050 to 1399	Three Quarters
1400 and Over	One Year

- (b) Between January 1, 1963 and January 1, 1985, an Active Participant shall receive Future Service Credit on the basis of his hours of Work in Covered Employment according to the following schedule:

<u>Hours Worked in a Calendar Year</u>	<u>Pension Credit</u>
Less than 300	None
300 to 599	One Quarter
600 to 899	Two Quarters
900 to 1199	Three Quarters
1200 and Over	One Year

If an Active Participant earns a Year of Vesting Service in a Calendar Year after December 31, 1975, but less than 300 hours of Work in Covered Employment, he shall be credited with a prorated portion of a full Pension Credit in the ratio which his hours of Work bear to 2,000.

- (c) After January 1, 1985, an Active Participant shall receive Future Service Credit on the basis of his hours of Work in Covered Employment according to the following schedule:

<u>Hours Worked in a Calendar Year</u>	<u>Pension Credit</u>
Less than 300	None
300 to 399	Three Twelfths
400 to 499	Four Twelfths
500 to 599	Five Twelfths
600 to 699	Six Twelfths
700 to 799	Seven Twelfths
800 to 899	Eight Twelfths
900 to 999	Nine Twelfths
1000 to 1099	Ten Twelfths
1100 to 1199	Eleven Twelfths
1200 and Over	One Year

If an Active Participant earns a Year of Vesting Service in a Calendar Year but less than 300 hours of Work in Covered Employment, he shall be credited with a prorated portion of a full Pension Credit in the ratio which his hours of Work bear to 2,000.

- (d) For those individuals resuming employment in Covered Employment on or after December 12, 1994, following a period of Qualified Military Service, Future Service Credit shall be granted for the period of Qualified Military Service on the basis of the individual's average weekly hours earned under this Plan during the twelve month period immediately preceding the period of Qualified Military Service (or, if shorter, the period of employment immediately preceding the period of Qualified Military Service). Future Service Credit will be pro-rated based on 40 hours if the period of Qualified Military Service is less than a full week. The contributions required to pay for Future Service Credit granted for periods of Qualified Military Service will be allocated from general assets of the Fund, and no individual Employer will be liable to make contributions for such Credit.
- (e) An individual who (1) incurred a Permanent Break in Covered Employment after January 1, 1976 at a time when he had more than five (5) but fewer than ten (10) Pension Credits, and (2) subsequently returned to Covered Employment and became vested in accordance with Section 5 of this Article, may restore some or all of the Pension Credits cancelled by such Permanent Break in Covered Employment. The restoration of cancelled Pension Credit shall be on a 1:1 basis with Future Service Credits earned by the Participant subsequent to his becoming vested in accordance with Section 5 of this Article. Pension Credits restored under this provision shall, upon retirement, be payable under the terms of Article III as in effect at the time the Permanent Break in Covered Employment was incurred.

IF AN EMPLOYEE OR PARTICIPANT OR FORMER EMPLOYEE OR PARTICIPANT PERFORMS AT LEAST ONE HOUR OF NONCOVERED EMPLOYMENT ON OR AFTER JANUARY 1, 2010, AS DEFINED IN ARTICLE III, SECTION 1, HE SHALL BE INELIGIBLE TO RESTORE ANY PENSION CREDITS THAT WERE CANCELLED DUE TO A PERMANENT BREAK IN COVERED EMPLOYMENT.

Section 3. Credit for Non-Working Periods After January 1, 1960. This Section recognizes certain periods when a Participant is not actually at Work in Covered Employment but is to receive Pension Credit just as if he were working in Covered Employment. Periods of absence from Covered Employment are to be credited as if they were worked in Covered Employment at the rate of 27 hours per week if they were due to the following circumstances:

- (a) Periods due to total disability, as determined by the Board of Trustees in its sole discretion, as a result of bodily injury or disease from whatever cause. However, no more than 26 weeks of Pension Credit shall be credited to any Active Participant by reason of any one such disability and the disability must continue for at least 14 days. An Active Participant claiming Pension Credit for a disability must give written notice to the Board and submit to such examination as the Board may determine in its sole discretion. An Active Participant shall not be granted any Pension Credit hereunder unless the written notice required by this Section is filed with the Board within one year of the commencement of the disability. The Board may find that there were extenuating circumstances which prevented a timely filing and may excuse compliance herewith.
- (b) Up to January 1, 1970, for service in any of the Armed Forces of the United States in time of war or national emergency or pursuant to a national conscription law, provided the Participant makes himself available for Covered Employment within 90 days after release from active duty or 90 days after recovery from a disability continuing after his release from active duty but excluding periods of voluntary re-enlistment not effected during a national emergency or times of war. Service in the Armed Forces shall not be considered as non-Work periods except under circumstances coming within the foregoing provision and except as may otherwise be required by law.

In order to secure credit for periods of service in any of the Armed Forces of the United States, the Participant must give written notice to the Board of his availability for Covered Employment and must furnish, in writing, such information and proof concerning such service as the Board may, in its sole discretion, determine.

Section 4. Years of Vesting Service.

- (a) An Active Participant shall be credited with one year of Vesting Service for each Calendar Year following January 1, 1960, in which he completes at least 1,000 Hours of Service in Covered Employment.
- (b) An Active Participant shall be entitled to credit toward a year of Vesting Service for certain periods when he is not actually at Work. Periods of absence from Covered Employment are to be credited as if they were worked in Covered Employment if, as a

result of disability or military service, Future Service Credit is granted under Section 3 of this Article.

- (c) If a Participant works for an Individual Employer in a job not covered by this Plan and such employment immediately precedes or follows his employment with that Individual Employer in Covered Employment, his hours of Work in such noncovered job after December 31, 1975, shall be counted toward a year of Vesting Service.
- (d) **Exceptions.** No Participant shall be entitled to credit toward a year of Vesting Service for the following periods:
 - (1) Years preceding a Break in Covered Employment in accordance with the rules of the Pension Plan as in effect prior to January 1, 1976.
 - (2) Years preceding a Break in Covered Employment as defined in Section 6 of this Article.
- (e) For those individuals resuming employment in Covered Employment on or after December 12, 1994, following a period of Qualified Military Service, Vesting Service Credit shall be granted for the period of Qualified Military Service on the basis of the individual's average weekly hours earned under this Plan during the twelve month period immediately preceding the period of Qualified Military Service (or, if shorter, the period of employment immediately preceding the period of Qualified Military Service). Vesting Service Credit will be prorated based on 40 hours if the period of Qualified Military Service is less than a full week.

Section 5. Vesting.

- (a) **Before January 1, 1976.** Before January 1, 1976, the Pension Credits accumulated under the provisions of the Plan then in effect and as amended from time to time, were vested after an Employee had at least ten years of Pension Credit without an intervening Permanent Break in Covered Employment.
- (b) **On and After January 1, 1976.** On and after January 1, 1976, the Pension Credits and the years of Vesting Service accumulated pursuant to this Article shall be vested after a Participant has, without an intervening Permanent Break in Covered Employment,
 - (1) At least ten years of Pension Credit; or
 - (2) At least ten years of Vesting Service; or
 - (3) At least five years of Pension Credit, including at least one year of Pension Credit earned on and after January 1, 1993; or
 - (4) At least five years of Vesting Service, including at least one year of Pension Credit earned on and after January 1, 1993; or
 - (5) An Hour of Service on or after January 1, 1989, and at least five years of Vesting Service earned in employment not covered by the Collective Bargaining

Agreement, provided that a year of Vesting Service shall only be counted for this purpose if at least 1,000 hours, or a majority of the hours worked, were earned in such employment.

- (c) **Vesting Generally.** Pension Credit and Vesting Service, once vested, shall be held indefinitely for a Participant and he shall have a right, upon making application in accordance with these Rules, to a pension commencing at the permitted retirement age even if he leaves Covered Employment or earns no additional credits. Notwithstanding anything in this Article to the contrary, if a Participant or former Employee incurred a Permanent Break in Covered Employment under the rules in effect prior to January 1, 1976, then credit for vesting purposes shall be granted only for years of Pension Credit and Vesting Service earned after such Permanent Break.

Section 6. Breaks in Covered Employment and Cancellation of Pension Credit and Vesting Service. The Permanent Break in Covered Employment rule does not apply to a Pensioner, a Vested Participant, or a Participant who qualifies, under Article III, Section 17, for a Special Normal Retirement Age Vested Pension.

(a) **One-Year Break in Covered Employment After December 31, 1975.**

- (1) An individual shall incur a One Year Break in Covered Employment in any Calendar Year after December 31, 1975, in which he fails to complete 300 Hours of Service. Hours of Service for this purpose shall include Qualified Military Service as credited in accordance with Article I, Section 32 and Article VI, Section 4(e) of the Plan.
- (2) Time of employment with a Contributing Employer in noncovered employment after December 31, 1975, if creditable under Section 4(c) of this Article, shall be counted as if it were Covered Employment in determining whether a Break in Covered Employment has been incurred.
- (3) Time of service in the Armed Services of the United States, if creditable under Section 3(b) of this Article shall not be counted as a Break in Covered Employment.
- (4) **Parental Leave.** For Calendar Years on or after January 1, 1987, Hours of Service for purposes of this Section 6(a) only, shall include hours during which the Participant was absent from Covered Employment on account of parental leave, up to a maximum of 300 hours in a Calendar Year of such absence. If the Participant already has 300 or more Hours of Service in the Calendar Year of the absence, the credit will be given for the immediately following Calendar Year. For purposes of this paragraph (4), a Participant shall be deemed to be on parental leave if the Participant is absent from Covered Employment by reason of the pregnancy of the Participant, by reason of the birth of a child of the Participant, by reason of the placement of a child in connection with the adoption of a child by the Participant, or for the purposes of caring for the child of the Participant during the period immediately following the birth or placement for adoption, including time involved for a trial period prior to adoption. Written notice, satisfactory to the Trustees, must be filed within a period of two years following the Calendar

Year of a Participant's absence due to parental leave in order to receive credit for such leave unless the Board of Trustees finds that there were extenuating circumstances which prevented a timely filing.

- (5) If an Active Participant earns a year of Vesting Service (1,000 hours in a Calendar Year) subsequent to incurring one or more One-Year Breaks in Covered Employment, but before he incurs a Permanent Break in Covered Employment, the effects of all previous One-Year Breaks will be eliminated. In addition, it has the effect of restoring the individual's status as a Participant under Article II and restoring the individual's previously earned years of Pension Credit and years of Vesting Service.

However, nothing in this paragraph (5) shall alter the effect of a Permanent Break in Covered Employment as specified in Subsections (b), (c) and (d) below.

(b) Permanent Break in Covered Employment After January 1, 1976.

- (1) **Between January 1, 1976 and January 1, 1987.** An Active Participant has a Permanent Break in Covered Employment between January 1, 1976 and January 1, 1987 if:

- (A) During a period of two consecutive Calendar Years he failed to complete at least 300 Hours of Service; and
- (B) The number of consecutive Calendar Years in which he failed to complete at least 300 Hours of Service equals or exceeds the number of years of Vesting Service which he had previously accumulated.

- (2) **On or After January 1, 1987.** An Active Participant has a Permanent Break in Covered Employment on or after January 1, 1987 if:

- (A) During a period of two consecutive Calendar Years he failed to complete at least 300 Hours of Service; and
- (B) The number of consecutive Calendar Years in which he failed to complete at least 300 Hours of Service is at least five and equals or exceeds the number of years of Vesting Service which he had previously accumulated.

(c) Permanent Break in Covered Employment Before January 1, 1976. Before January 1, 1976, an Employee shall have incurred a Permanent Break in Covered Employment and his previously accumulated Pension Credit and accrued benefits cancelled if he failed to earn Future Service Credit as follows:

- (1) From January 1, 1960 to December 31, 1966, it shall be considered a Break in Covered Employment and an Employee's previously accumulated Pension Credit, Past and Future, shall be cancelled if he failed to earn one quarter of Pension Credit in a period of two consecutive Calendar Years.

- (2) From January 1, 1967 through December 31, 1975, it shall be considered a Break in Covered Employment and an Employee's previously accumulated Pension Credit, Past and Future, shall be cancelled if he fails to work for at least 300 hours in Covered Employment in a period of two consecutive Calendar Years.
- (3) A Participant may be allowed grace periods under the following circumstances if he failed to earn the required Future Service Credit prior to January 1, 1976:

A. Exception on Account of Disability.

- (i) A Participant shall be allowed a grace period of up to two consecutive Calendar Years if his failure to earn Future Service Credit was due to disability.
- (ii) Disability for the purposes of this Section is to be determined to the satisfaction of the Board of Trustees. In order to secure the benefits of this grace period, a Participant must give written notice to the Board and must present such written evidence and/or submit to such examination or examinations as the Board may, in its sole discretion, determine. A Participant shall not be granted any such grace period for periods which commenced more than one year prior to his filing the written notice required by this Section, unless the Board finds that there were extraordinary circumstances which prevented a timely filing.

B. Exception on Account of Service in the Armed Forces.

- (i) For the period January 1, 1970 through December 31, 1975, a Participant whose failure to earn Future Service Credit was due to service in the Armed Forces of the United States shall be allowed a grace period for the period that he retained re-employment rights under Federal Law, provided he made himself available for Covered Employment within 90 days after release from active duty or within 90 days from recovery from a disability continuing after his release from active duty.
- (ii) In order to secure a grace period for service in the Armed Forces of the United States, the Participant must have given written notice to the Board of his availability for Covered Employment and must have furnished, in writing, such information and proof concerning such service as the Board may, in its sole discretion, determine. After January 1, 1962, the Participant must have filed the written notice and proof required by this Section within 90 days after release from active duty or 90 days after recovery from a disability continuing after his release from active duty, unless the Board finds that there were extenuating circumstances which prevented a timely filing.

The grace periods referred to in these Subsections are not Pension Credit for the Participant except as may be required by law. Grace periods are periods which are to be disregarded in determining whether there was a period of two consecutive Calendar Years during which the Participant failed to earn any Pension Credit whatsoever.

- (d) **Effect of a Permanent Break in Covered Employment.** If an individual incurs a Permanent Break in Covered Employment, then his Pension Credit and Vesting Service are deemed cancelled and his status as a Participant is cancelled. Renewed participation of an individual who has incurred a Permanent Break in Covered Employment is subject to the provisions of Article II.

Section 7. Past and Future Service Credits for Administrative Office Employees. As to those Participants defined in Section 8(c) of Article I (Fund Employees), Past and Future Service Credit for each such Participant shall be computed on the same basis as the other classes of Participants and such Participants shall be entitled to and subject to all the conditions and provisions contained in this Article except that Past Service Credit shall be granted to such Participant for the period prior to January 1, 1977 provided each such Participant earns at least 1/4 Future Service Credit between January 1, 1977 and January 1, 1979 and Future Service Credits shall commence for Work performed after December 31, 1976.

Section 8. Credit for Periods of Qualified Military Service in the Event of Death or Disability.

- (a) If a Participant dies while performing Qualified Military Service, as defined in Article I, Section 32 of the Plan but subject to Code §414(u)(5), the Participant shall be credited with service for the period of Qualified Military Service for purposes of both vesting and benefit accrual under the Plan as if the Participant had resumed Covered Employment with an Employer on the day preceding death and then terminated Covered Employment on the date of death in accordance with Code §414(u)(9).
- (b) If a Participant becomes Disabled while performing Qualified Military Service, as defined in Article I, Section 32 of the Plan but subject to Code §414(u)(5), the Participant shall be credited with service for the period of Qualified Military Service for purposes of both vesting and benefit accrual under the Plan as if the Participant had resumed Covered Employment with an Employer on the day preceding the day on which the Participant incurred the disability and then terminated Covered Employment on the day the disability was incurred in accordance with Code §414(u)(9).

ARTICLE VII. APPLICATION, BENEFIT PAYMENTS AND RETIREMENT

Section 1. Application for and Commencement of Benefits.

- (a) An application for a pension shall be made in writing on a form and in the manner prescribed by the Board of Trustees and shall contain such information as the Trustees may deem necessary. Such application shall be a condition for payment of a pension and must be filed with the Board prior to the first month for which benefits are payable.
- (b) However, if the application is for a disability pension and is filed within 180 days after the commencement date of disability, such application shall be considered timely and payment of the Disability Pension and the Auxiliary Disability Benefit (if applicable) shall commence in accordance with Section 9 of Article III.

Section 2. Information and Proof.

- (a) Every Participant shall furnish at the request of the Trustees any information or proof reasonably required to determine his benefit rights. If a person willfully makes a false statement material to an application or furnishes fraudulent information on proof or fails to provide the notifications required, benefits under this Plan may be denied, suspended or discontinued. The Trustees shall have the right to recover (by recoupment, offset or other lawful means) any benefit payments made in reliance on any false or fraudulent statement, information or proof submitted by a Participant or Pensioner prior to the receipt of the required notifications.
- (b) If, because of administrative error or intentional or accidental misstatement of information, benefits are paid in excess of the amount to which a Participant is entitled under this Plan, it shall be the obligation and responsibility of the Participant or Pensioner to repay to the Plan the amount of the overpayment. If the overpayment is not repaid within a reasonable time, the Trustees may withhold from any future benefit payments or compensation payable to the Participant or Pensioner such amounts necessary to recover overpayment.

Section 3. Action of Trustees. The Trustees shall, when exercising discretionary powers, exercise such powers in a uniform and nondiscriminatory manner and be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan and decisions of the Trustees shall be final and binding on all parties.

Section 4. Claims and Appeals. The Trustees shall establish and make available to Participants and Beneficiaries rules and procedures for the filing of benefit claims and the review of denied claims. Such rules and procedures shall comply with ERISA and regulations promulgated thereunder.

All benefits will be paid upon receipt of written proof, satisfactory to the Trustees, covering the occurrence, character, and extent of the event for which the claims is made and subject to the provisions of this Plan. A claim for benefits does not include a casual inquiry.

Each Participant or Beneficiary whose claim for benefits under the Plan has been denied shall be provided adequate notice in writing setting forth the specific reasons for such denial, written in a

manner calculated to be understood by the Participant or Beneficiary. A Participant or Beneficiary aggrieved by such decision may request review.

Claims may not be split and filed under several requests. If the Participant or Beneficiary has an issue, the full basis for such issue, together with all the relief requested, shall be set forth in the request. A Participant or Beneficiary may not file separate requests for benefits each month the benefits are alleged to be in arrears. This section applies to and includes any and every claim to benefits from the Plan regardless of the basis asserted for the claim and regardless of when the act or omission upon which the claim is based occurred.

A failure to file timely a request for review shall not preclude the Participant or Beneficiary from establishing entitlement at a later date based on additional information and evidence which was not available at the time the decision was made; provided, however, a subsequent request is not a means to reconsider and re-argue matters already reviewed, and such subsequent request may be dismissed without action if the Trustees conclude that it sets forth no newly discovered information or evidence.

A decision on a request for review shall be final and binding upon all parties concerned, except that a Participant or Beneficiary may pursue such remedies provided, if any, under the Internal Revenue Code and ERISA.

Section 5. Benefit Payments Generally.

- (a) **Commencement of Benefits.** A Participant who is eligible to receive benefits under this Plan and makes application in accordance with the rules of this Pension Plan shall be entitled upon retirement to receive the monthly benefits provided for the remainder of his life, subject to the provisions of this Plan. Benefit payments shall be payable commencing with the first day of the month following the month in which the Participant has fulfilled all the conditions of entitlement to benefits, including the filing of an application.

However, in no event, unless the Participant elects otherwise, shall the payment of benefits begin later than the 60th day after the later of the close of the Calendar Year in which the Participant attains Normal Retirement Age or terminates his Covered Employment and retires as that term is defined in Section 8 of this Article.

No such election filed on or after January 1, 1989 may postpone the commencement of benefits to a date later than the Required Beginning Date.

- (b) **Required Beginning Date.** A Participant's Required Beginning Date is April 1 of the calendar year following the year the Participant reaches 70½, provided that, for a Participant who reaches 70½ before 1988 other than a 5% owner, the Required Beginning Date is April 1 of the calendar year in which the Participant ceases work in Covered Employment if that is later.
- (c) **Delayed Retirement.** Effective as of January 1, 1989, if the Annuity Starting Date is after the Participant's Normal Retirement Age, the monthly benefit shall, subject to the provisions of Article III, Section 16, be the greater of:

- (1) the total years of Pension Credit accrued at his Annuity Starting Date multiplied by the applicable amount in Section 3 of Article III; or
- (2) the accrued benefit at Normal Retirement Age actuarially increased for each complete calendar month between Normal Retirement Age and the Annuity Starting Date for which benefits were not suspended, or, for calendar months beginning on and after November 1, 2000, actuarially increased for each complete calendar month between Normal Retirement Age and the Annuity Starting Date during which the Participant did not engage in employment that would be considered "section 203(a)(3)(B) service" under the standard set forth in Labor Regulation § 2530.203-3(c)(2),

converted as of the Annuity Starting Date to the benefit payment form elected in the pension application or to the automatic form of Husband-and-Wife Pension if no other form is elected.

The actuarial increase described in paragraph (2) shall be 1% per month for the first 60 months after Normal Retirement Age and 1.5% per month for each month thereafter.

(d) Payment of Benefits Accrued After Retirement.

- (1) Any additional benefits earned by a Pensioner in Covered Employment after Retirement will be determined at the end of each calendar year and will be payable as of February 1 following the end of the calendar year in which it accrued, provided payment of benefits at that time is not suspended pursuant to Section 8 of this Article. Notwithstanding the foregoing, effective January 1, 2008, any additional benefits earned after Required Beginning Date will become payable in accordance with Article XI, Section 3(c) of the Plan.
 - (2) In the case of a Participant who retired at or after Normal Retirement Age who is reemployed and earns additional benefits, or a Participant who retired at any age and had benefit payments suspended on account of work in covered or covered-type employment, the original Annuity Starting Date and the benefit payment elections made at that time will apply when benefit payments begin again at a later date.
 - (3) In the case of a Participant who retired before Normal Retirement Age who is reemployed and earns additional benefits, a new Annuity Starting Date will be established for payment of those new benefit accruals (but only for additional benefits due solely to the Participant's renewed employment after early retirement) when the Participant again retires. The benefits earned during that period of reemployment will be paid as a Husband-and-Wife Pension, if applicable as of the new Annuity Starting Date, or, if that is properly rejected, any other payment form available to the Participant under the Plan.
- (e) If the present value of an Employee's vested accrued benefit derived from Employer and Employee contributions exceeds \$5,000, and the accrued benefit is immediately distributable, the Employee and the Employee's spouse (or where either the Participant or

the spouse has died, the survivor) must consent to any distribution of such accrued benefit.

An accrued benefit is immediately distributable if any part of the accrued benefit could be distributed to the Employee (or surviving spouse) before the Employee attains (or would have attained if not deceased) Normal Retirement Age.

- (f) **Termination of Benefits.** Pension payments shall end with the payment for the month in which the death of the Pensioner occurs except as provided in accordance with a Husband-and-Wife Pension or, if applicable, upon the completion of the guaranteed payments provided for in Article V, Section 1.
- (g) **Notice to Participants.** Within a period of no more than 90 days and no less than 30 days before the Annuity Starting Date (and consistent with Treasury regulations, as they may be amended from time to time), each Participant and Spouse, if any, shall be provided a written explanation of:
 - (1) The terms and conditions of the qualified joint and survivor annuity and the available optional forms of payment, including the Qualified Optional 75% Joint and Survivor Annuity,
 - (2) The Participant's right to make, and the effect of, an election to waive the Joint and Survivor Annuity form of benefit,
 - (3) The rights of the Participant's spouse, regarding his/her consent to such an election,
 - (4) The right to make, and the effect of, a revocation of such an election,
 - (5) The relative values of the various optional forms of benefit under the Plan, and
 - (6) The right to defer any distribution and the consequences of failing to defer distribution of benefits including a description of how much larger benefits will be if the commencement of distributions is deferred.

Section 6. Duplication of Pensions. A Pensioner shall not be entitled to the payment under this Plan of more than one type of pension at any one time nor shall he be entitled to convert from one type of pension to another.

Section 7. Lump-Sum Payment in Lieu of Monthly Pension. If, at the time a monthly pension is payable to a Participant, the actuarial value of his lifetime pension is \$5,000 or less, the Trustees shall pay him the lump-sum amount of such actuarial value instead of the monthly pension otherwise due him. When a lump sum has been paid by the Fund, the Fund shall have no liability for the payment of any additional benefit to the Participant or his Beneficiary with respect to the Pension Credit for which the lump sum was made.

The amount of the lump-sum payment under this Section shall be determined on the basis of the 1971 Group Annuity Mortality Table for males for Employees and the 1971 Group Annuity Mortality Table for females for Beneficiaries. The interest assumption shall be equal to 7% per

annum. However, in no event shall the actuarial present value be less than that determined using the Applicable Mortality Table and the Applicable Interest Rate.

Exception: Notwithstanding the foregoing, if a Pensioner has started to receive payments in the form of the Husband-and-Wife Pension, the surviving Spouse shall receive monthly payments after the Pensioner's death unless the surviving Spouse consents in writing in a form prescribed by the Trustees to a lump-sum payment.

Section 8. Retirement.

- (a) **Before Normal Retirement.** To be considered retired and entitled to a pension under this Plan before he has attained Normal Retirement Age, a person must withdraw completely and refrain from any and all Covered Employment within the jurisdiction of the Collective Bargaining Agreement. A person must also cease and completely withdraw from work in any capacity or business activity of any kind, within the jurisdiction of the Collective Bargaining Agreement, for actual or potential wages or profit or other benefit in the same industry or in the same trade or craft for an employer (including self-employment) that does not have a Collective Bargaining Agreement with the Union. Specifically, the work prohibited includes any Work of the type performed by Employees of the fund while earning the pension or any part thereof. In any event, prohibited work shall include the last duties performed by the Employees prior to retirement regardless of the nature of the duties and shall include administrative work or duties performed in the Administrative Office or offices or duties of a secretarial or administrative nature.
 - (1) Notwithstanding any other provision to the contrary, but provided the requirements of Article III, Section 4(a) through (c) are met, during the period beginning on November 1, 2014, and ending on December 31, 2015, a person shall be considered retired and entitled to a pension under this Plan before he has attained Normal Retirement Age even if such person works in Covered Employment within the jurisdiction of the Collective Bargaining Agreement, provided that such person does not exceed 82 hours during the period from November 1, 2014 to December 31, 2014 and does not exceed 500 hours during the period from January 1, 2015 to December 31, 2015 performing such work.
- (b) **After Normal Retirement.** To be considered retired and entitled to a pension under this Plan after he has attained Normal Retirement Age, a person must withdraw and refrain from employment for wages or profit IN EXCESS OF 40 HOURS DURING A CALENDAR MONTH, OR DURING A FOUR OR FIVE WEEK PAYROLL PERIOD ENDING IN A CALENDAR MONTH, including hours paid but not worked, in the same industry or in the same trade or craft in the same geographic area covered by the Plan.
- (c) **No Suspension After Required Beginning Date.** No benefits shall be suspended under this Article for months starting on and after a Participant's Required Beginning Date, as defined in Section 5 of this Article.
- (d) **Definitions.** For the purposes of this Section:

- (1) The term "same industry" means the business activities of the types engaged in by any of the Employers maintaining the Plan at the time of the commencement of pension benefits to the retired Participant. If he becomes employed (E.G. WORKING IN ANY CAPACITY SUCH AS A SUPERINTENDENT, ASSISTANT SUPERINTENDENT, GENERAL FOREMAN, ESTIMATOR, OFFICER, DIRECTOR, OR QUALIFYING PARTY, ETC.) with an Employer engaged in such types of business activities, regardless of whether the Employer contributes to the Plan, or if he becomes engaged in such activities on a self-employed basis he shall be considered employed in the "same industry."
- (2) The "same trade or craft" means an occupation in which the Participant was employed at any time under the coverage of the Plan, any occupation utilizing the same skill(s) and any self-employment or supervisory employment related to the same skill(s) as were involved in such occupation(s) (E.G. WORKING AS A SUPERINTENDENT, ASSISTANT SUPERINTENDENT, GENERAL FOREMAN, ESTIMATOR, OR WORKING OR ACTING AS AN OWNER, OFFICER, DIRECTOR, OR QUALIFYING PARTY, ETC.).
- (3) The term "Covered Employment" as defined in Article I, Section 7, means work for which the Employer is required to contribute to this Pension Fund on the Employee's behalf.
- (4) The "same geographic area" means the state of Arizona.
- (5) Notwithstanding the foregoing, for months beginning on or after November 1, 2000, a Participant who has attained Normal Retirement Age shall not be required to refrain from employment in order to be considered retired, provided such employment is performed for a Contributing Employer or the participant is acting as an owner, officer, director, or qualifying party, or in some other capacity for a Contributing Employer.

Section 9. Suspension of Pension Payments.

- (a) Except as provided herein, if a Pensioner who is younger than Normal Retirement Age subsequently becomes employed in Work of the type described in Section 8(a) of this Article, his pension payments shall be suspended for any calendar month in which he is so employed and for six additional calendar months after ceasing such employment but not beyond Normal Retirement Age. After that period, his pension shall become payable subject to Section 8(b) of this Article.
- (b) If a Participant becomes employed in Work of the type and for the duration set forth in Section 8(b) of this Article, in addition to the other remedies available to the Board, his pension payments shall be suspended for any calendar month in which he is so employed. After that period, his pension shall again become payable.
- (c) If a Participant becomes employed in Work of the type described in either Section 8(a) or Section 8(b) of this Article, he must notify the Trustees, in writing, within 21 days following commencement of such employment. If he fails to give such written notice within such 21-day period and:

- (1) He is younger than Normal Retirement Age, his pension shall be suspended for an additional period of six months over and above the suspension period specified in the preceding Subsection (a) but not beyond the Normal Retirement Age; or if
- (2) He has attained Normal Retirement Age and the Board becomes aware that he may be employed in Work of the type described in Section 8(b) of this Article, it will be presumed, unless and until the Participant provides credible evidence to the contrary,
 - (A) That he was employed in excess of 40 hours for that month, or four or five week pay period ending in a calendar month, and
 - (B) That if such employment is at a construction site, that he was employed for as long as the Employer for whom he is employed has been engaged at that site.
- (d) A Participant shall provide the Trustees with such information as they may request in order to establish the nature and extent of any employment by the Participant. In addition, at least once each year, a Pensioner shall be required to certify on a form acceptable to the Trustees that he is retired within the meaning of the Plan. Any pension payments otherwise due shall be withheld pending adequate response by the Participant to the information and/or certification request.
- (e) A Participant whose pension has been suspended shall advise the Trustees in writing when disqualifying employment has ended. Benefit payments shall be suspended until such notice is filed with the Trustees.
- (f) A Participant may, in writing, request of the Trustees a determination whether contemplated employment will be disqualifying and the Trustees shall provide the Participant with their determination.
- (g) **Notice of Suspension.** The Trustees shall inform a Participant of any suspension of benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, a description and a copy of the relevant plan provisions, reference of the applicable regulations of the U.S. Department of Labor, a statement of the procedure for securing a review of the suspension and a description of the procedures with any necessary forms that must be filed before benefits can be resumed.
- (h) **Review.** A Participant shall be entitled to a review of a determination suspending his benefits by written request filed with the Board within 60 days of the notice of suspension of benefit. The same right to review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be disqualifying.

Section 10. Pension Payment Following Suspension.

- (a) Pension payments to a Pensioner who has ended his disqualifying employment shall be resumed beginning no later than the third month after the last calendar month for which his benefit was suspended, provided the Participant has complied with the notification requirements of this Plan.
- (b) A Pensioner who returns to Covered Employment shall, upon his subsequent retirement, be entitled to receive an increased pension based upon his age and any additional Pension Credit he earned after his return to Covered Employment calculated at the amount payable by the Plan in accordance with Article III, Section 3, at the time of his subsequent retirement.

For an Early Retirement Pensioner, the adjusted monthly pension payable (prior to the application of any optional form of payment) shall be reduced by the product of 1.0% and the total of the Early Retirement Pension payments received during his previous period(s) of retirement and prior to the Normal Retirement Age except that in no event shall the monthly amount be less than the amount paid to him at the time he returned to Covered Employment and subject to the further limitation noted in the following Subsection (c).

- (c) Suspension before Normal Retirement Age in accordance with Section 9(a) of this Article because of employment of a type OR OF A DURATION for which benefits could not be suspended after Normal Retirement Age, shall not have the effect of reducing the value of the Participant's pension for payment at his Normal Retirement Age and to the extent necessary to avoid such reduction, the monthly amount of the pension shall be adjusted so as not to deprive the Pensioner of the value of his benefits which become payable following the Normal Retirement Age.
- (d) If a Pensioner received pension payments to which he was not entitled in accordance with Section 9 of this Article, the Trustees may recover the amount of such payments by deducting the amount of the overpayments from the Participant's future monthly payments until such overpayment is fully recovered. If a Pensioner has attained Normal Retirement Age, the amount of such offset shall be limited to 100% of the amount due to the Participant for the first payment upon resumption of benefits and 25% of the monthly pension benefit amount thereafter until all overpayments are fully recovered.

This provision shall not limit the right of the Trustees to recover an overpayment by means other than deduction from pension payments.

- (e) A Disability Pensioner who recovers from his total disability and returns to Covered Employment shall be entitled, upon his subsequent retirement, to a pension in an amount calculated at the amount payable under the applicable provision of Article III at the time of his subsequent retirement, including any additional Pension Credit earned during his period of subsequent employment.

Section 11. Nonforfeitability and Vested Status. The benefits to which an Active Participant or Vested Participant is entitled under this Plan upon his attainment of Normal Retirement Age are nonforfeitable, subject, however, to retroactive amendment made within the limitation of Section 411(a)(3)(C) of the Internal Revenue Code and Section 302(c)(8) of ERISA. The

benefits to which a surviving Spouse is entitled shall likewise be nonforfeitable. Participants and Beneficiaries shall be entitled to any of the other benefits of this Plan, subject to all of the applicable terms and conditions.

An Active Participant attains status as a Vested Participant when he has fulfilled service requirements for receipt after retirement of a nonforfeitable pension.

Section 12. Incompetence or Incapacity of a Pensioner or Beneficiary. In the event it is determined to the satisfaction of the Trustees that a Pensioner or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payment due may be suspended until a guardian or conservator is appointed for the person and estate of such Pensioner or Beneficiary and thereafter all payments, including those suspended, shall be made to the duly appointed guardian or conservator.

Section 13. Nonassignment of Benefits. No Employee or Participant, entitled to any benefits under this Pension Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair in any manner his legal or beneficial interest or any interest in assets of the Pension Trust or benefits of this Pension Plan. Neither the Pension Trust nor any of the assets thereof, shall be liable for the debts of any Participant entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court of action or proceeding.

Notwithstanding the foregoing, benefits shall be paid in accordance with the applicable requirements of any "qualified domestic relations order" as defined by Section 206(d)(3) of ERISA.

Section 14. No Right of Assets. No person other than the Trustees of the Pension Trust shall have any right, title or interest in any of the income or property of any funds received or held by or for the account of the Pension Trust and no person shall have any vested right to benefits provided by the Pension Plan except as expressly provided herein.

Section 15. Limitation on Benefits Under Section 415. In addition to any other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, effective for Limitation Years beginning on and after January 1, 2008, benefits under the Plan shall be limited in accordance with section 415 of the Code and the Treasury Regulations thereunder, in accordance with this Section. This Section 15 is intended to incorporate the requirements of section 415 of the Code by reference except as otherwise specified herein.

(a) **Definitions.** For purposes of this Section 15, the following terms shall have the following meanings.

- (1) **415 Compensation.** "Compensation" for purposes of this Section is as defined in Article I, Section 29 of the Plan.
- (2) **Limitation Year.** "Limitation Year" means the calendar year.
- (3) **Plan Benefit.** "Plan Benefit" means, as of any date, the amount of a Participant's benefit as determined under the applicable provisions of the Plan before the application of the limits in this Section 15.

- (4) **Severance From Employment.** “Severance From Employment” has occurred when a Participant is no longer an employee of any Employer maintaining the Plan.
- (b) **Limit on Accrued Benefits.** For Limitation Years beginning on or after January 1, 2008, in no event shall a Participant’s benefit accrued under the Plan for a Limitation Year exceed the annual dollar limit determined in accordance with section 415 of the Code and the Treasury Regulations thereunder (the “annual dollar limit”) for that Limitation year. If a Participant’s Plan Benefit for a Limitation Year beginning on or after January 1, 2008 would exceed the annual dollar limit for that Limitation Year, the accrued benefit, but not the Plan Benefit, shall be frozen or reduced so that the accrued benefit does not exceed the annual dollar limit for that Limitation Year.
- (c) **Limits on Benefits Distributed or Paid.** For Limitation Years beginning on or after January 1, 2008, in no event shall the annual amount of benefit distributed or otherwise payable to or with respect to a Participant under the Plan in a Limitation Year exceed the annual dollar limit for that Limitation Year. If the benefit distributable or otherwise payable in a Limitation Year would exceed the annual dollar limit for that Limitation Year, the benefit shall be reduced so that the benefit distributed or otherwise payable does not exceed the annual dollar limit for that Limitation Year.
- (d) **Protection of Prior Benefits.**
- (1) To the extent permitted by law, the application of the provisions of this Section 15 shall not cause the benefit that is accrued, distributed or otherwise payable for any Participant, including the Participant’s annual benefit accrued under the Plan as separately determined for each Contributing Employer, to be less than the Participant’s accrued benefit as of December 31, 2007 under the provisions of the Plan that were both adopted and in effect before April 5, 2007 and that satisfied the limitations under section 415 of the Code and the Treasury Regulations thereunder as in effect as of December 31, 2007.
- (2) For any year before 1983, the limitations prescribed by Internal Revenue Code section 415 as in effect before enactment of the Tax Equity and Fiscal Responsibility Act of 1982 shall apply, and no benefit earned under this Plan shall be reduced on account of the provisions of this Section 15 if it would have satisfied those limitations under the prior law.
- (3) For any year before 1992, the limitations prescribed by Internal Revenue Code section 415 as in effect before enactment of the Tax Reform Act of 1986 shall apply, and no benefit earned under this Plan as of the close of the last Limitation Year beginning before January 1, 1987 shall be reduced on account of the provisions of this Section 15 if it would have satisfied those limitations under the prior law.
- (e) **Section 415 Cost of Living Adjustments.** To the extent permitted by law, benefits accrued, distributed or otherwise payable with respect to any Participant while in Covered Employment and after such Participant’s Severance From Employment or the

Participant's Annuity Starting Date, if earlier, that are limited by this Section 15 shall be increased annually pursuant to cost of living increases in the annual dollar limit under section 415(d)(1)(A) of the Code and the Treasury Regulations thereunder; provided, however, that in no event shall any increase under this Section 15(e) cause the amount of a Participant's accrued, distributed or otherwise payable benefit to exceed the amount of the Participant's Plan Benefit.

(f) Order in Which Limits Are Applied.

- (1) Joint and survivor annuities. To the extent permitted by law, a Participant's qualified joint and survivor annuity form of payment and the survivor annuity portion of such form of payment are computed by applying a reduction factor or factors to a Participant's Plan Benefit before the limits under this Section 15 are applied; provided however that the survivor annuity may not exceed the benefit that would have been payable to the Participant after application of the limits in this Section 15.

(g) Aggregation of Plans.

- (1) For purposes of applying the limits of this Section 15, if a Participant also participates in another tax-qualified defined benefit plan of the Employer that is not a multiemployer plan, only the benefits under this Plan that are provided by the Employer are aggregated with the benefits under the other plan.
- (2) In the event that the aggregate benefit accrued in any Plan Year by a Participant exceeds the limits under section 415 of the Code and the Treasury Regulations thereunder as a result of the mandatory aggregation of the benefits under this Plan with the benefits under another plan maintained by the Employer, the benefits of such other plan shall be reduced to the extent necessary to comply with section 415 of the Code and the Treasury Regulations thereunder.

(h) General.

- (1) To the extent that a Participant's benefit is subject to provisions of section 415 of the Code and the Treasury Regulations thereunder that have not been set forth in the Plan, such provisions are hereby incorporated by reference into this plan and for all purposes shall be deemed a part of the Plan.
- (2) This Section 15 is intended to satisfy the requirements imposed by section 415 of the Code and the Treasury Regulations thereunder and shall be construed in a manner that will effectuate this intent. This Section 15 shall not be construed in a manner that would impose limitations that are more stringent than those required by section 415 of the Code and the Treasury Regulations thereunder.
- (3) If and to the extent that the rules set forth in this Section 15 are no longer required for qualification of the Plan under section 401(a) and related provisions of the Code and the Treasury Regulations thereunder, they shall cease to apply without the necessity of an amendment to the Plan.

- (i) Interpretation or Definition of Other Terms. The terms used in this Section 15 that are not otherwise expressly defined for this Section, shall be defined as provided in the Plan, or if not defined in the Plan, shall be defined interpreted and applied for purposes of this Section 15 as prescribed in section 415 of the Code and the Treasury Regulations thereunder.

ARTICLE VIII. MISCELLANEOUS

Section 1. Nonreversion. It is expressly understood that in no event shall any of the corpus or assets of the Pension Trust revert to the Individual Employers, Association or the Union, nor cause or result in the diversion of the Fund to any purpose other than the exclusive benefit of Employees and Participants under the Plan and the payment of the administrative expenses of the Fund and the Plan, nor be subject to any claims of any kind or nature by Individual Employers, Association or the Union, except for the return of contributions to the extent and in the manner permitted by applicable law.

Section 2. Gender. Wherever any words are used in this Pension Plan in the masculine gender, they should be construed as though they were also used in the feminine gender in all situations where they would so apply. Wherever any words are used in this Pension Plan in the singular form, they should be construed as though they were also in the plural form in all situations where they would so apply and vice versa.

Section 3. Limitation of Liability. This Pension Plan has been adopted on the basis of an actuarial calculation which has established, to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of ERISA. Except for liabilities which may result from provisions of ERISA, nothing in this Plan shall be construed to impose any obligation to contribute beyond the obligation of the Individual Employer to make contributions as stipulated in its Collective Bargaining Agreement with the Union.

There shall be no liability upon the Trustees individually or collectively or upon the Union to provide the benefits established by this Pension Plan if the Pension Trust does not have assets to make such payments.

Section 4. New Employers. If an Individual Employer is sold, merged or otherwise undergoes a change of company identity, the successor company shall participate as to its employees theretofore covered in the Pension Plan just as if it were the original company, provided it remains an Individual Employer as defined in Section 11 of Article I.

Section 5. Direct Rollovers. This Section applies to distributions made on or after January 1, 1993. 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.

- (a) **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: 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, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and 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).

- (b) **Eligible Retirement Plan.** An Eligible Retirement Plan is an individual retirement account described in section 408(a) of the 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 defined contribution plan described in section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. Effective for distributions made after December 31, 2001, an Eligible Retirement Plan also includes an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. Effective for distributions made after December 31, 2007, an Eligible Retirement Plan shall also include a Roth IRA described in Code section 408A, subject to the restrictions that currently apply to rollovers from a traditional IRA into a Roth IRA.
- (c) **Distributee.** A Distributee includes any Participant or former Participant. In addition, the surviving spouse of a Participant or former Participant and a former spouse of a Participant or former Participant 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 for distributions after December 31, 2008, a Distributee also includes the Participant's nonspouse designated beneficiary. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code § 408(a) or § 408(b) ("IRA") or a Roth individual retirement account or annuity ("Roth IRA") that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code § 402(c)(11).
- (d) **Direct rollover:** A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

Section 6. Laws Applicable. This Plan is intended to comply with the Employee Retirement Income Security Act of 1974 and with the requirements for tax qualification under the Code and all regulations thereunder, and is to be interpreted and applied consistent with that intent.

ARTICLE IX. AMENDMENT AND TERMINATION

Section 1. Amendment. This Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement. However, no amendment may decrease the accrued benefit of any participant, except:

- (a) As necessary to establish or maintain the qualification of the Plan or the Trust under the Internal Revenue Code and to maintain compliance of the Plan with the requirements of ERISA.
- (b) If the amendment meets the requirements of Section 302(c)(8) of ERISA and Section 412(c)(8) of the Internal Revenue Code and the Secretary of Labor has been notified of such amendment and has either approved of it or, within 90 days after the date on which such notice was filed, he failed to disapprove.

Section 2. Termination of Participation by an Individual Employer. If an Individual Employer terminated its participation in the Trust with respect to a bargaining unit, the Trustees are empowered to reduce or cancel that part of any pension for which a person was made eligible because of employment in such bargaining unit prior to January 1, 1960 with respect to that unit. Neither shall the Trustees, the Employers who remain as Contributing Employers nor the Union be obligated to make such payments.

Section 3. Termination of Plan. The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. In the event of a termination or partial termination of this Plan the rights of all affected Participants to benefits then accrued, to the extent then funded, shall thereupon become one hundred percent (100%) vested and nonforfeitable. Upon a termination of the Plan, the Trustees shall take such steps as they deem necessary or desirable to comply with Sections 4041A and 4281 of ERISA.

**ARTICLE X. MERGER OF THE TILELAYERS' PENSION TRUST FUND
AND THE ARIZONA BRICKLAYERS' PENSION TRUST FUND**

Section 1. General. In connection with the merger of the Tilelayers' Pension Trust Fund into the Arizona Bricklayers' Pension Trust Fund effective as of January 1, 1979, this Article describes the manner in which Active Participants as defined in Section 2(f) of this Article, become eligible for the benefits provided under this Pension Plan and the manner in which Pensioners, as defined in Section 2(e) of this Article, continue to receive the benefits provided by this Pension Plan. Unless stated to the contrary in this Article, all of the rules and provisions of this Pension Plan shall apply to Active Participants and Pensioners.

Section 2. Definitions. Unless the context or subject matter otherwise requires, the following definitions shall govern in this Article:

- (a) The term "Tilelayers' Trust" means the Pension Trust establishing the Tilelayers' Pension Trust Fund dated June 10, 1965.
- (b) The term "Tilelayers' Pension Plan" means the Rules and Regulations of the Pension Plan adopted by the Trustees of the Tilelayers' Pension Trust Fund by resolution dated December 7, 1965, as amended, and restated as of January 1, 1976.
- (c) The term "Bricklayers' Trust" means the Arizona Bricklayers' Pension Trust created by the Trust Agreement dated January 1, 1960, including any modification, amendment, extension or renewal thereof.
- (d) The term "Bricklayers' Pension Plan" means the plan of pension benefits adopted by the Board of Trustees of the Bricklayers' Trust, including any modifications, amendments, extensions, renewals or restatements thereof.
- (e) The term "Pensioner" means an Employee who is retired and who is receiving pension benefits under the Tilelayers' Plan and is on the pension rolls of the Tilelayers' Plan on the Merger Date.
- (f) The term "Active Participant" means an Employee who is engaged in Covered Employment as defined in Article I, Section 1 of the Tilelayers' Plan, other than a Pensioner or an Employee who has incurred a break in service pursuant to the provisions of Article VI, Section 5 of the Tilelayers' Plan.
- (g) The term "Merger Date" shall mean the date of the merger set forth in the Merger Agreement.
- (h) The term "Tilelayers' Pension Credit" means the periods of employment accumulated and maintained for Employees under Article VI of the Tilelayers' Plan and is the total of Past Service Credit and Future Service Credit under the Tilelayers' Plan.
- (i) The term "Tilelayers' Past Service Credit" shall mean periods of employment to the extent credited in accordance with Article VI of the Tilelayers' Plan.

- (j) The term "Tilelayers' Future Service Credit" shall mean the period of employment credited in accordance with Article VI of the Tilelayers' Plan.

Section 3. Terms and Conditions Whereunder the Bricklayers' Plan will Extend Pension Benefits to Employees Covered Under the Tilelayers' Plan.

- (a) Effective on the Merger Date, the Bricklayers' Trust agrees to assume the liability for all Pensioners under the Tilelayers' Plan and guarantees the payment of all pension benefits for the lives or the period of permanent and total disability, if applicable, of all Pensioners on the pension rolls of the Tilelayers' Plan on the Merger Date and at the monthly benefit amount in effect under the Tilelayers' Plan on the Merger Date.
- (b) The Bricklayers' Trust agrees to grant full credit to all Active Participants for each year and portion thereof of Tilelayers' Pension Credits said Active Participants earned under the rules and regulations of the Tilelayers' Plan up to the Merger Date at the monthly benefit rate in effect under the Tilelayers' Plan on the Merger Date.
- (c) Those Employees on the Merger Date who have left Covered Employment but have vested under Article VI, Section 4 of the Tilelayers' Plan will receive upon retirement a monthly pension benefit amount of the sum of the monthly benefit amount vested under the Tilelayers' Plan.
- (d) Subsequent to the Merger Date, all Active Participants previously covered by the Tilelayers' Trust, including those who retire subsequent to the Merger Date, will accumulate Pension Credit for Service after the Merger Date toward eligibility for a Pension under, and be governed by, the rules and regulations of the Bricklayers' Plan and the Bricklayers Trust with the following exceptions:
- (1) Future Service Credits and Vesting Service Credit accumulated by Employees under the Tilelayers' Trust will be used to meet the minimum service requirements of Article II, Article III, Sections 2, 4, 6, 14 and 16 and Article VI, Sections 4, 5 and 6 of this Plan.
 - (2) Article VI, Section 6 of this Plan will not be applicable to any Pension Credit accumulated under the Tilelayers' Plan and vested on the Merger Date under Article VI, Section 4 of the Tilelayers Plan.
 - (3) The amount of contribution under the Tilelayers' Trust credited to the account of any Participant as of the Merger Date will be available for the preretirement lump-sum death benefit payable under the Bricklayers' Plan for deaths occurring subsequent to the Merger Date, subject to the maximum amount payable thereunder.

ARTICLE XI – MINIMUM DISTRIBUTION REQUIREMENTS

Section 1. General Rules.

- (a) **Effective Date.** The provisions of this Article will apply for purposes of determining required minimum distributions for calendar years beginning after December 31, 2005. For purposes of determining minimum required distributions for calendar years 2003, 2004, and 2005, a good faith interpretation of the requirements of section 401(a)(9) of the Code shall apply.
- (b) **Precedence.**
 - (1) The requirements of this Article will take precedence over any inconsistent provisions of the Plan.
 - (2) Except to the extent inconsistent with this Article, all distribution options provided under the Plan are preserved.
 - (3) This Article does not authorize any distribution options not otherwise provided under the Plan.
- (c) **Requirements of Treasury Regulations Incorporated.** All distributions required under this Article will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code, as they may be amended from time to time.
- (d) **TEFRA Section 242(b)(2) Elections.** Notwithstanding the other provisions of this Article, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

Section 2. Time and Manner of Distribution.

- (a) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (b) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then the surviving Spouse may elect to have distributions begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

- (2) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (4) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 2(b), other than Section 2(b)(1), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 2(b) and Section 5 of this Article, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 2(b)(4) applies, the date distributions are required to begin to the surviving Spouse under Section 2(b)(1)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 2(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

- (c) **Form of Distribution.** Unless the Participant's interest is distributed in a single sum on or before the Participant's Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Sections 3, 4 and 5 of this Article.

Section 3. Determination of Amount to be Distributed Each Year.

- (a) **General Annuity Requirements.** If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:
 - (1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
 - (2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Sections 4 or 5 of this Article;
 - (3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
 - (4) payments will either be nonincreasing or increase only as follows:
 - (A) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

- (B) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Designated Beneficiary whose life was being used to determine the distribution period described in Section 4 of this Article dies or is no longer the Participant's Designated Beneficiary pursuant to a qualified domestic relations order within the meaning of section 414(p) of the Internal Revenue Code;
 - (C) to provide cash refunds of Employee contributions upon the Participant's death; or
 - (D) to pay increased benefits that result from a Plan amendment.
- (b) **Amount Required to be Distributed by Required Beginning Date.** The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 2(b)(1) or (2) of this Article) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.
- (c) **Additional Accruals After First Distribution Calendar Year.** Any additional benefits accruing to the Participant in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

Section 4. Requirements for Annuity Distributions that Commence During Participant's Lifetime.

- (a) **Joint Life Annuities Where the Beneficiary is Not the Participant's Spouse.** If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and non-spouse Designated Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the Designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury regulations as adjusted in the manner set forth in Q&A-2(c) of that regulation. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.
- (b) **Period Certain Annuities.** Unless the Participant's Spouse is the sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime

Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 4(b) of this Article or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, as they may be amended from time to time, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

Section 5. Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.

- (a) **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distribution of his or her interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed beginning no later than the time described in Section 2(b)(1) or (2) of this Article, over the life of the Designated Beneficiary or over a period certain not exceeding:
 - (1) unless the Annuity Starting Date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
 - (2) if the Annuity Starting Date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the Annuity Starting Date.
- (b) **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (c) **Death of Surviving Spouse Before Distributions to Surviving Spouse Begin.** If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section 5 will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 2(b)(1) of this Article.

Section 6. Definitions. For purposes of this Article, the following definitions shall apply:

- (a) **Designated Beneficiary.** The individual who is designated as the beneficiary under section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations, as they may be amended from time to time.
- (b) **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 2(b) of this Article.
- (c) **Life expectancy.** Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.
- (d) **Required Beginning Date.** The date specified in Article VII, Section 5(b) of the Plan.

ARTICLE XII. CONTINGENT TOP HEAVY RULES

Section 1. General Rules. If the Plan is determined to be Top Heavy (as defined in Section 2 of this Article) for any Plan Year, then for any such year the special vesting, minimum benefit, and compensation limitations of Section 3 of this Article shall apply to any Employee not included in a unit of Employees covered by a collective bargaining agreement between the Union and one or more Employers.

Section 2. Determination of Top Heavy Status

- (a) **Determination Date.** The determination date for any Plan Year is the last day of the preceding Plan Year.
- (b) **Top Heavy Status.** The Plan is Top Heavy for any Plan Year if, as of the determination date, the present value of the cumulative accrued benefits under the Plan for Key Employees exceeds 60 percent of the present value of the cumulative accrued benefits under the Plan for all Employees. For this purpose, the Actuarial Equivalent of the cumulative accrued benefits will be determined on the basis of seven percent (7%) interest and the UP84 unisex mortality table.
- (c) **Key Employees.** Effective with Plan Years beginning after December 31, 2011, a Key Employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the determination date was an officer of the Employer having annual compensation greater than \$130,000 (as adjusted under IRC §416(i)(1)), a 5-percent owner of the Employer, or a 1-percent owner of the Employer having annual compensation of more than \$150,000. For this purpose, annual compensation means compensation as defined in Article I, Section 29 and Section 3(c) of this Article. The determination of who is a Key Employee will be made in accordance with IRC §416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.
- (d) **Aggregation Rules.** In determining if the Plan is Top Heavy, the Plan shall be aggregated with each other plan in the required aggregation group as defined in Internal Revenue Code Section 416(g)(2)(A)(i) and may, in the Joint Board of Trustees' discretion, be aggregated with any other plan in the permissive aggregation group as defined in Internal Revenue Code Section 416(g)(2)(A)(ii). Required aggregation group means each plan of an Employer in which a Key Employee is a participant and each other plan of that Employer which enables each said plan to meet the requirements of Internal Revenue Code Sections 401(a)(4) or 410. Permissive aggregation group means plans of an Employer that are required to be aggregated, plus one or more plans of the Employer that are not part of a required aggregation group but that satisfy the requirements of sections 401(a)(4) and 410 when considered together with the required aggregation group.
- (e) **Special Rules.**
 - (1) **Distributions During Year Ending on the Determination Date.** The present values of accrued benefits and the amounts of account balances of an Employee as of the determination date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under IRC §416(g)(2) during the one-year period ending on the determination date. The preceding sentence also shall apply to distributions under a terminated

plan which, had it not been terminated, would have been aggregated with the Plan under IRC §416(g)(2)(A)(i). In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "five-year period" for "one-year period."

- (2) **Employees not Performing Services During Year Ending on the Determination Date.** The accrued benefits and accounts of any individual who has not performed services for the Employer during the one-year period ending on the determination date shall not be taken into account.
- (3) If an individual is not a Key Employee for any Plan Year but was a Key Employee for any prior Plan Year, any accrued benefit for such Employee shall not be taken into account for purposes of determining if the Plan is Top Heavy.
- (4) For purposes of this Article XII, "Compensation" for a Plan Year means the amount specified in Article I, Section 29 and Section 3(c) of this Article.
- (5) The Joint Board of Trustees is authorized to adopt any other rules or regulations necessary to insure that the Plan complies in all respects with the Top Heavy rules of the Internal Revenue Code.

Section 3. Special Vesting, Minimum Benefit, and Compensation Rules. The following rules will apply only to Employees not included in a unit of Employees covered by a collective bargaining agreement requiring contributions to this Plan, and only if the Plan as a whole becomes Top Heavy. Such Employees are referred to herein as Top Heavy Employees.

(a) **Vesting.**

- (1) **Applicability.** If the Plan becomes Top Heavy the vesting schedule set forth in paragraph (a)(2) below shall apply to the accrued benefit of every Top Heavy Employee who has at least one Contributory Hour while the Plan is Top Heavy. Participants who do not have a Contributory Hour while the Plan is Top Heavy will have their vesting determined under the regular vesting schedule. Any accrued benefits that were forfeited before the Plan became Top Heavy will remain forfeited.
- (2) **Special Vesting Schedule.** If the Plan becomes Top Heavy, the following vesting schedule shall apply instead of the Plan's regular vesting schedule to the Participants defined in paragraph (1):

Years of Vesting Service	Percentage
2	20
3	40
4	60
5 or more	100

- (3) **End of Top Heavy Status.** If, after being determined to be Top Heavy, the Plan ceases to be Top Heavy, then

- (A) The non-forfeitable percentage of a Participant's accrued benefit before the Plan ceased to be Top Heavy will not be reduced;
- (B) Any Top Heavy Employee with three or more years of Vesting Credit at the time the Plan ceased to be Top Heavy will have the vesting schedule of paragraph (2) above applied to his accrued benefits whenever earned; and
- (C) Any Top Heavy Employee with less than three years of Vesting Credit at the time the Plan ceased to be Top Heavy will have the Plan's regular vesting provisions apply to all benefits accrued after the Plan ceased to be Top Heavy.

(b) **Special Minimum Benefit Rules.**

- (1) **Applicability.** If the Plan becomes Top Heavy, then for the first year that the Plan is Top Heavy, and for all subsequent years during which it is Top Heavy, the minimum benefit set forth in paragraph (b)(2) below shall apply to all Top Heavy Employees (other than Key Employees) who have a year of Vesting Credit during any such Plan Year.
- (2) **Special Minimum Benefit.** If the Plan becomes Top Heavy, the minimum Normal Pension benefit for Top Heavy Employees (other than Key Employees) shall be the greater of: (a) the Plan's basic Normal Pension benefit determined under Section 1 of Article III, or (b) two percent of the Participant's Average Top Heavy Compensation for each year of Vesting Credit beginning after March 31, 1984 during which the Plan was Top Heavy, up to a maximum of 10 such years.

For purposes of satisfying the minimum benefit requirements of IRC §416(c)(1) and in determining years of service with the Employer, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan benefits (within the meaning of IRC §410(b)) no Key Employee or former Key Employee.

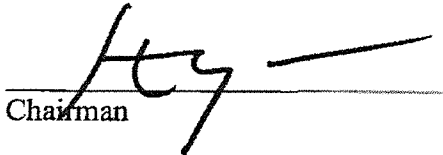
- (3) Average Top Heavy Compensation shall mean the average Compensation for work performed while a Participant in this Plan for the period of consecutive Top Heavy Years, not exceeding five, during which the Participant had the greatest aggregate Compensation. Top Heavy Years are those Plan Years beginning on or after January 1, 2012 for which the Plan is determined to be Top Heavy.
- (c) **Compensation Limitation.** If the Plan is Top Heavy for any Plan Year, the amount of any Top Heavy Employee's Compensation for all purposes of the Plan, other than determining Key Employee status, shall not exceed \$150,000 (as adjusted).


An Employee's Compensation shall include any elective deferral (as defined under Internal Revenue Code Section 402(g)(3)), and any amount which is contributed or deferred by the Employer at the election of the Employee and which, by reason of Internal Revenue Code Sections 125 or 457, is not includible in the gross income of the Employee.

An Employee's Compensation shall also include any amount which is contributed or deferred by the Employer at the election of the Employee, and which, by reason of Section 132(f)(4) of the Internal Revenue Code is not includible in the gross income of the Employee.

* * *

The undersigned Chairman and Co-Chairman of the Board of Trustees of the Arizona Bricklayers Pension Trust Fund do hereby certify that the foregoing January 1, 2015 Restatement of the Pension Plan was duly adopted by the Board of Trustees at a meeting duly called and held on AUG - 6 2015.


Chairman


Co-Chairman

5347629v1/00726.001

**AMENDMENT NO. 1
TO THE RESTATED RULES AND REGULATIONS
OF THE PENSION PLAN FOR
THE ARIZONA BRICKLAYERS' PENSION TRUST FUND**

Effective January 1, 2015, the Trustees of the Arizona Bricklayers' Pension Trust Fund ("Trust Fund") hereby amend the Restated Rules and Regulations of the Pension Plan ("Pension Plan") for the Trust Fund as follows:

1. Article VII, Section 8(a)(1) is amended to read as follows:

(1) Notwithstanding any other provision to the contrary, but provided the requirements of Article III, Section 4(a) through (c) are met, during the period beginning on November 1, 2014, and ending on December 31, 2015, a person shall be considered retired and entitled to a pension under this Plan before he has attained Normal Retirement Age even if such person works in Covered Employment within the jurisdiction of the Collective Bargaining Agreement, provided that such person does not exceed 82 hours during the period from November 1, 2014 to December 31, 2014, and does not exceed 600 hours during the period from January 1, 2015 to December 31, 2015, performing such work.

2. Article VII, Section 8(a) is amended by the addition of a new subsection (a)(2) as follows:

(2) Article VII, Sections 9(a) and 9(c)(1) shall not apply to a person who is considered retired and entitled to a pension because of the application of subsection (a)(1) of this Section.

The undersigned Chairman and Co-Chairman of the Board of Trustees of the Arizona Bricklayers Pension Trust Fund do hereby certify that the foregoing Amendment No. 1¹ to the Restated Rules and Regulations of the Pension Plan was duly adopted by the Board of Trustees at the meeting held on May 7, 2015.

8/6/15
Dated

8-6-15
Dated

¹ This Amendment No. 1 to the Restated Rules and Regulations of the Pension Plan was adopted by the Trustees at the meeting held on May 7, 2015 as Amendment No. 32 (and Amendment No. 1 under the Proposed Restatement). The Proposed Restatement has been adopted by the Trustees, and the above Amendment has been renamed No. 1 for ease of reference.

**AMENDMENT NO. 2
TO THE JANUARY 1, 2015 RESTATEMENT
OF THE PENSION PLAN FOR THE
ARIZONA BRICKLAYERS' PENSION TRUST FUND**

Effective May 5, 2016, the Plan is amended as follows:

The 2016 Rehabilitation Plan, as adopted by the Trustees on May 5, 2016, is hereby appended in its entirety to the Plan Document, and is hereby designated as Appendix A to the Plan Document.

* * *

The undersigned Chairman and Co-Chairman of the Board of Trustees of the Pension Plan for the Arizona Bricklayers Pension Trust Fund do hereby certify that the foregoing Amendment 2 to the January 1, 2015 Restatement of the Plan Document of the Pension Plan was duly adopted by the Board of Trustees at a meeting duly called and held on November 3, 2016.

 Chairman

Co-Chairman

5444144v2/00726.011

ARIZONA BRICKLAYERS' PENSION TRUST FUND

SUMMARY PLAN DESCRIPTION

AS REVISED JULY 1, 2012

**PENSION PLAN FOR THE
ARIZONA BRICKLAYERS'
PENSION TRUST FUND**

BOARD OF TRUSTEES

Employer Trustees

Kevin Hotchkiss
Scott Huff
Steve Mayher

Union Trustees

James Cahill
Mike Huff
William Rodia
James Vogel

* * *

Legal Counsel

Craig L. Keller, Esq.

* * *

Administrator

Southwest Service Administrators, Inc.

* * *

Consultant and Actuary

The Segal Company

July 1, 2012

**PENSION PLAN FOR THE ARIZONA BRICKLAYERS’
PENSION TRUST FUND**

A Message from the Board of Trustees:

We are pleased to provide you with this updated booklet explaining your Pension Plan (Plan). This Booklet consists of (1) a Summary Plan Description (SPD) which describes the Plan in detail, and (2) the full text of the Rules and Regulations of the Plan (Rules). We believe that you will want to read these Rules and the SPD carefully so that you will understand your benefits.

The SPD portion of this booklet summarizes the eligibility rules and benefits of the Plan as restated effective January 1, 1992, and it includes changes made to the Plan through the printing of this booklet. When reading either the SPD or the Plan, remember that the provisions of the Plan *as in effect at the relevant time* must be applied to the facts and circumstances of a particular situation. Changes become necessary over time due to changes in federal or state law, changing economic environments, and as new issues are identified through the ongoing administration of the Plan.

We have tried to explain the Rules as clearly as possible. The Plan is, however, a complicated document. The Plan provides extremely important protection for many people and must take into account different situations and conditions affecting Participants. Therefore, the Plan must operate under very precise and detailed rules. In the event of any inconsistency between the Rules and this summary, the Rules will prevail.

You will probably have questions after reading this booklet. You can write the Administrative Office for answers to any questions you have about the Plan or your right to a pension.

Please bear in mind that, for your protection, only the full Board of Trustees is authorized to interpret the Plan. Information you may receive from the Union or Employers or their representatives must be regarded as unofficial and nonbinding. Any information or opinion concerning your rights under the Plan, to be official and binding, must be communicated to you in writing by or on behalf of the full Board of Trustees.

Please be sure to inform the Administrative Office of any change in your mailing address, so that you will receive appropriate communications related to the Plan. We hope that you will find this booklet helpful and that the Plan will provide meaningful protection for you and your family during your retirement years.

Sincerely,

BOARD OF TRUSTEES

Este folleto contiene un resumen en inglés de sus derechos y beneficios del Plan con el Arizona Bricklayers' Pension Trust Fund ("Trust Fund"). Si tiene alguna dificultad para entender cualquier parte de este folleto, contacte por escrito al Fondo a la dirección:

Arizona Bricklayers' Pension Trust Fund
Administrative Office
2400 West Dunlap Avenue, Suite 250
Phoenix, Arizona 85021

Usted también puede llamar al Fondo al (602) 249-3582 / (800) 474-3485 para obtener asistencia. El horario de oficina es de 8:30 a.m. a 5:00 p.m., de lunes a viernes.

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SOME PENSION PLAN TERMS

The Pension Plan provides retirement benefits for eligible Employees who work for Employers who contribute to the Arizona Bricklayers' Pension Trust Fund. The contributions are required under Collective Bargaining Agreements.

Following are brief explanations of some basic terms used in this booklet:

Administrative Office

All communications about your pension, and anything for the Board of Trustees, including any inquiries about your rights and benefits and responsibilities and any notice you may be required to give the Plan should be directed to this office.

Arizona Bricklayers' Pension Trust Fund
Administrative Office
2400 West Dunlap Avenue, Suite 250
Phoenix, Arizona 85021
Phone: (602) 249-3582
Toll Free: (800) 474-3485
Fax: (602) 336-0895

Annuity Starting Date

Your Annuity Starting Date is the date as of which your pension becomes effective. Generally, pensions are effective on the first day of the month following the month in which the Administrative Office receives a completed application for pension benefits. However, see page 31 of this summary and Article I, Section 27 of the Plan regarding the procedures for establishing your Annuity Starting Date.

Break in Covered Employment

Failure to earn a required minimum of Pension Credit or Vesting Service over specified periods of time can result in a Break in Covered Employment. Unless certain conditions are met, a Break in Covered Employment can cause the loss of an Employee's previously earned Pension Credit and Vesting Service. Detailed explanations of what causes a Break in Covered Employment, what can make it permanent, and how breaks can be repaired, are provided in the section on "Break in Covered Employment." See pages 10-11.

Covered and Noncovered Employment

The term "Covered Employment" means work for which the Employer is required to contribute to this Pension Fund on the Employee's behalf.

The term "Noncovered Employment" means work in any capacity or business activity of any kind, within the jurisdiction of the Collective Bargaining Agreement, for actual or potential wages or profit or other benefit in the same industry or in the same trade or craft for an Employer (including self-employment) that does not have a collective bargaining agreement with the Union. Specifically, the work prohibited includes any work of the type performed by Employees of the Fund while earning the Pension or any part thereof. Prohibited Work also includes

working in any capacity such as a superintendent, assistant superintendent, general foreman, estimator, or working or acting as an owner, officer, director, or qualifying party. Noncovered Employment does not include work performed in the same industry or in the same trade or craft, for an employer that does not have a collective bargaining agreement with the Union if such work is for the purpose of recruiting non-Union workers to join the Union or to encourage non-Union employers to enter a collective bargaining agreement with the Union. Participants may only work for non-Union employers for this purpose at the direction of the Union and/or the Trust Funds when and where it is lawful to do so. Both the Union and the Administrative Office for the Trust Funds must receive a written notification describing the nature of the employment before such employment begins. The written notice must include the Participant's name, the name of the non-Union employer, the employment position the Participant expects to have, the date the proposed non-Union employment is to begin, the expected date such employment will end, and the expected outcome or Union goals of the non-Union employment of that Participant.

Employee

The term "Employee" means a person who has earned and is still entitled to Pension Credit under this Plan. The term "Employee" in this explanatory summary and the term "Active Participant" in the Rules and Regulations of the Plan have the same meaning.

Fund

The term "Fund" means the Pension Trust Fund created by the Trust Agreement to finance this Pension Plan.

Hours of Service

The term "Hours of Service" includes hours worked in Covered Employment.

When applicable, the term "Hours of Service" also includes hours paid but not worked, for example, paid vacation or holidays. However, no more than 301 Hours of Service will be credited for hours paid but not worked in any continuous period. Two periods of paid non-work time will be considered continuous for this purpose if they are paid for the same reason and are not separated by at least ninety (90) days.

"Continuous Non-Covered Employment"—which refers to employment for an Employer in a job not covered by this Plan which is continuous with Covered Employment with the same Employer—will also be counted as Hours of Service. A period of non-covered employment will be considered "continuous" with Covered Employment only if the Employee does not quit, get discharged, or experience other termination of employment between the period of Covered Employment and the non-covered employment.

Any time compensated under worker's compensation, unemployment compensation, or disability insurance law does not count toward your Hours of Service.

Normal Retirement Age

The term "Normal Retirement Age" means age 65, or, if later, an applicable anniversary date. The anniversary date is the earlier of (1) the 10th anniversary of participation in the Plan, or (2)

the 5th anniversary of participation in the Plan counting only service on and after January 1, 1988.

Pension Credits and Years of Vesting Service

These are units used to measure the amount of time an Employee has worked in Covered Employment. See pages 4 through 5. Note that Pension Credit and Vesting Service may also be earned during certain nonworking periods, under conditions specified in the Rules of the Plan.

Plan Year or Calendar Year

The terms “Plan Year” and “calendar year” have the same meaning — the twelve consecutive month period beginning on January 1 of any calendar year and ending on December 31 of the same year.

Required Beginning Date

The term “Required Beginning Date” means April 1 of the calendar year following the calendar year in which you reach age 70-1/2.

Separation From Covered Employment

Failure to earn a required minimum of Pension Credit or Vesting Service over specified periods of time can result in a Separation from Covered Employment. A Separation from Covered Employment means that an Employee’s previously-earned Pension Credit may, upon retirement, be frozen at the benefit rate in effect at the time of the Separation. For a detailed explanation of what causes a Separation from Covered Employment, see page 9.

For a complete definition of terms, see the text of the Pension Plan beginning on page 67.

PARTICIPATION

You will become an “Active Participant” in this Plan on the earliest January 1 or July 1 immediately following a 12 consecutive month period during which you work at least 300 Hours in Covered Employment. Initially, the period during which this requirement must be met is the 12-month period immediately following the month in which you first worked in Covered Employment. After that, the period is the Plan Year (which is the same as the calendar year; see above), beginning with the Plan Year that includes the first anniversary of the date on which you first worked in Covered Employment.

You will lose your status as an “Active Participant” if you have a One Year Break in Covered Employment (see page 10). Your Active Participant status would be reestablished by again meeting the requirements of the preceding paragraph.

The term “Vested Participant” means a Participant whose benefits are not forfeitable even if he or she performs no further Covered Employment. See page 8 for a description of how an Employee attains vested status. **Even if a Participant is vested, benefits related to Pension Credits earned on or after January 1, 2010, are subject to delays if the Participant engages in Noncovered Employment after January 1, 2010. Engaging in Noncovered Employment after January 1, 2010 will also make you ineligible for other benefits offered by the Plan.**

PENSION CREDIT

Your Pension Credit is based on your years of service in Covered Employment. Pension Credits are used in determining your eligibility for a pension, and the amount of your monthly pension payment.

There are two basic types of Pension Credit — **Past Service Credit and Future Service Credit**. All Pension Credit which is not Past Service Credit is Future Service Credit.

Past Service Credit

For Bricklayers, Past Service Credit is granted for periods before January 1, 1960. For Tilelayers, Past Service Credit is granted for periods before July 1, 1965. You may be entitled to Past Service Credit if, before the applicable date, you were regularly employed in work covered by a Collective Bargaining Agreement in the geographical jurisdiction of the Union. You should contact the Administrative Office if you have any questions about your eligibility for Past Service Credit.

Future Service Credit

One Pension Credit represents roughly one calendar year of service in Covered Employment. If, within a calendar year, you work less than the number of hours required for one full Pension Credit, you can be credited with a fraction of a Credit.

The number of hours you must work within a calendar year to earn one Pension Credit or a fraction of one Credit is determined by schedules which are part of the Rules and Regulations of the Plan and, for some Tilelayers, by schedules which were part of the Tilelayers Plan before it merged with this Plan. The schedules have been revised from time to time but **Pension Credit for work in any calendar year always is determined by the schedules in effect for the year in which the work was performed.**

Beginning January 1, 1985, a Participant (whether he is a Bricklayer or a Tilelayer) receives one year of Future Service Credit for each calendar year during which he works 1,200 or more hours in Covered Employment. If he works fewer than 1,200 hours, partial credit is earned according to the following schedule:

Pension Credit For Calendar Year	Hours Worked in Covered Employment in Calendar Year
None	0 - 299
3/12	300 - 399
4/12	400 - 499
5/12	500 - 599
6/12	600 - 699
7/12	700 - 799
8/12	800 - 899
9/12	900 - 999
10/12	1000 - 1099
11/12	1100 - 1199
One Year	1200 or more

Please refer to page 58 (for both Bricklayers and Tilelayers) for charts that give schedules for Future Service Credit for earlier periods, as well as Past Service Credit.

SPECIAL PROVISIONS AFFECTING PENSION CREDIT

Pension Credit During Periods of Disability

Pension Credit is granted for periods of disability after January 1, 1960 for Bricklayers and after January 1, 1979 for Tilelayers at the rate of 27 hours per week. Credit can be allowed for a maximum of 26 weeks for each disability.

A period of disability must be for at least 14 days before Credit is granted.

NOTE: The Administrative Office must be notified in writing within one year of the beginning of the disability to receive Pension Credit for the period of disability.

Pension Credit for Military Service

Qualified Military Service (see page 7) will be recognized for purposes of determining the amount of Future Service Credit you earned in a given Plan Year. You should advise the Administrative Office of your military service, if any.

VESTING SERVICE

Vesting Service is another measure of your Work in Covered Employment. However, Vesting Service differs from Pension Credit (see page 4-5) in these respects:

- (1) Vesting Service is earned only for Hours of Service (see below and see page 2) on and after January 1, 1960 for Bricklayers and on and after July 1, 1965 for Tilelayers;
- (2) Vesting Service is based on Hours of Service, whereas Pension Credit is based on your hours worked in Covered Employment;
- (3) Pension Credit is earned in increments of a twelfth of a Credit (but not less than 3/12), whereas, in any given Plan Year, you will either earn a full year of Vesting Service, or you will earn no Vesting Service at all;
- (4) Vesting Service is used to establish your right to a Vested Service Pension, or your surviving spouse's right to a 50% pre-retirement survivor annuity (see page 19). Vesting Service is not used to determine the **amount** of your monthly pension. The **amount** of your pension is calculated on the basis of your Pension Credit.

If you are a **Bricklayer**, you earn one year of Vesting Service for each Plan Year beginning on or after January 1, 1960 in which you complete 1,000 or more Hours of Service.

If you are a **Tilelayer**, you earn one year of Vesting Service for each Plan Year beginning on or after July 1, 1965 in which you complete 1,000 or more Hours of Service.

For Bricklayers and Tilelayers, if you have fewer than 1,000 Hours of Service in a Plan Year, then you will not earn any Vesting Service for that year. No fractional or partial year of Vesting Service is earned.

Hours of Service, for purposes of earning a year of Vesting Service, include not only hours of work in Covered Employment, but also, subject to certain limitations, all hours for which you were paid, including vacations, holidays and disability time covered by certain disability benefits.

Periods of disability which qualify for Pension Credit (see pages 4 and 5) will also qualify for Vesting Service at the same rate.

Qualified Military Service (see page 7) will be recognized for purposes of determining whether you earned a year of Vesting Service in a given Plan Year. You should advise the Administrative Office of your military service, if any.

QUALIFIED MILITARY SERVICE

Qualified Military Service will be recognized for vesting purposes, for purposes of avoiding a Break in Covered Employment, and for benefit accrual.

Participants who satisfy conditions imposed by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) will be entitled to have their period of military service treated the same as Covered Employment for purposes of vesting and benefit accrual. To receive credit, you must have left employment with an Employer in a job classification covered by a Collective Bargaining Agreement to join the military.

Your entitlement to benefits for time spent in military service also depends on your compliance with other legal requirements of USERRA, including the following:

- Your separation from military service cannot be disqualifying under USERRA. A dishonorable or bad conduct discharge is disqualifying.
- The total length of your absence due to military service may not exceed five years.
- You must report for or submit an application for re-employment following military service within the time required by law.

Length of Military Service	Reemployment Deadline
Fewer than 31 days	1 day after discharge
31 through 180 days	14 days after discharge
More than 180 days	90 days after discharge

Each full week of Qualified Military Service is equal to your average weekly Hours of Service in Covered Employment during the 12 months preceding the start of your Qualified Military Service. For a period of Qualified Military Service that is less than a full week, Future Service Credit (see pages 4 and 5) will be pro-rated based on an assumption of 40 hours per week. Until you or your employer notify the Fund Office that you have met the conditions listed above, you will not receive credit for your military service.

If you die while performing Qualified Military Service, you will be credited with service for the period of Qualified Military Service for purposes of both vesting and benefit accrual under the Plan as if you had resumed Covered Employment with an Employer on the day preceding death and then terminated Covered Employment on the date of death.

If you become Disabled while performing Qualified Military Service, you will be credited with service for the period of Qualified Military Service for purposes of both vesting and benefit accrual under the Plan as if you had resumed Covered Employment with an Employer on the day preceding the day on which you incurred the disability and then terminated Covered Employment on the day you incurred the disability.

As the rules for crediting military service are complex, we recommend that you contact the Administrative Office before you leave and after you return from military service. If you think you may be eligible to have your service recognized as Qualified Military Service, please provide the Administrative Office with accurate records of your service. This change is effective for veterans returning to employment on or after December 12, 1994.

BECOMING FULLY VESTED

Once you are vested, you cannot lose your accumulated Pension Credits or Vesting Service through a Break in Covered Employment (see pages 10 and 11). If you are vested, then you will be entitled to receive a pension starting at the permitted retirement age even if you leave Covered Employment or, for any reason, earn no additional Pension Credit or Vesting Service. If you work in Noncovered Employment on or after January 1, 2010, any benefits acquired on or after January 1, 2010, will be subject to delays. As discussed hereafter, you will also be ineligible for other particular benefits.

Before January 1, 1976, you were vested once you had accumulated at least 10 years of Pension Credit not interrupted by a Permanent Break in Covered Employment.

On and after January 1, 1976, you will be fully vested upon the **earliest** of the following:

- You have accumulated at least 10 Pension Credits not interrupted by a Permanent Break in Covered Employment; or
- You have accumulated at least 10 years of Vesting Service not interrupted by a Permanent Break in Covered Employment; or
- You are **not** covered by a Collective Bargaining Agreement, you have an hour of Covered Employment on or after January 1, 1989, and you have at least 5 years of Vesting Service not interrupted by a Permanent Break in Covered Employment; or
- You **are** covered by a Collective Bargaining Agreement, you have at least 5 years of Vesting Service (or at least 5 Pension Credits) not interrupted by a Permanent Break in Covered Employment, and you have a year of Pension Credit earned in a Plan Year beginning on or after January 1, 1993; or
- You have attained Normal Retirement Age (generally age 65, but see page 2). In order to become vested by attaining Normal Retirement Age, you must be an Active Participant. Refer to the description of the Special Normal Retirement Age Vested Pension on page 19.

SEPARATION FROM COVERED EMPLOYMENT

The calculation of your pension benefits under this Plan is subject to the Rules on Separation from Covered Employment.

Beginning January 1, 1976, you will incur a Separation from Covered Employment if you have two consecutive One-Year Breaks in Covered Employment. A One-Year Break in Covered Employment is fully explained in the section on Break in Covered Employment (see pages 10 and 11).

If you incur a Separation from Covered Employment, you will be considered to be “separated” as of the **beginning** of the two-year period that constituted the Separation.

An Employee who has a Separation from Covered Employment will have his benefit amount “frozen” at the benefit rate in effect at the time of his separation.

If, following a Separation, you return to work in Covered Employment and earn additional Pension Credit, then upon your retirement the monthly pension attributable to the Pension Credit you earned after the Separation will be determined based on the benefit rates in effect on the date of your retirement or your subsequent Separation from Covered Employment, if any, whichever is earlier. The history of the benefit factors is shown on pages 59 and 60.

BREAK IN COVERED EMPLOYMENT

This Pension Trust Fund was created to provide security for Employees who earn their living over a major portion of their working years by work in this industry. For this reason, reasonable standards for continuity of service were written into the regulations. This is the basis for the Break in Covered Employment regulations.

An Employee who does not work a required number of hours in Covered Employment in a Plan Year incurs a **One Year Break in Covered Employment**. A series of One Year Breaks in Covered Employment may lead to a **Permanent Break in Covered Employment**. A Permanent Break means the loss of previously earned Pension Credit and Vesting Service. However, if you are vested (see page 8), you cannot incur a Permanent Break in Covered Employment.

Beginning January 1, 1987, the Break rules are applied in this manner:

Hours of Service in a Plan Year	Result
0 – 299	One Year Break in Covered Employment
300 – 999	Grace Year
1,000 or more	Year of Vesting Service

After January 1, 1987, if an Employee incurs two consecutive One Year Breaks and the number of consecutive One Year Breaks in Covered Employment equals or exceeds his total number of years of Vesting Service, and is at least five, and he is not vested, then he has suffered a Permanent Break in Covered Employment and his prior Pension Credit and Vesting Service are cancelled. No Pension Credits or Vesting Service may be cancelled once a Participant is Vested. Any succession of One Year Breaks which has not yet become a Permanent Break is ended if the Employee earns a year of Vesting Service; in this case his record is still intact and the One Year Breaks are disregarded. Earning a Grace Year does not end a succession of One Year Breaks, but neither does it add to it.

Qualified Military Service (see page 7) will be recognized for purposes of determining whether you incurred a One Year Break in Covered Employment in a given Plan Year. You should advise the Administrative Office of your military service, if any.

Restoring Credit Lost Due to a Permanent Break

If you incurred a Permanent Break in Covered Employment on or after January 1, 1976, and at the time of the Break you had between five (5) and ten (10) Pension Credits, then you may restore some or all of your cancelled Pension Credit if you subsequently return to Covered Employment and become vested. If you perform at least one hour of Noncovered Employment after January 1, 2010, however, you will be ineligible to restore any cancelled Pension Credits. Otherwise, once you have become vested, you may “earn back” your cancelled Pension Credit, if any, along with newly accrued Pension Credit. You cannot restore cancelled Pension Credits at a faster rate than the rate at which you accumulate new Pension Credit. Additionally, any

restored Pension Credit will be payable at the rates which would have been applicable to such Credit at the time you incurred the Permanent Break which caused the Credit to be cancelled.

From January 1, 1976 to December 31, 1986, the Break Rules in effect were identical to the rules in effect beginning January 1, 1987 except in one respect. Whereas after January 1, 1987 at least five consecutive One Year Breaks in Covered Employment were needed to incur a Permanent Break, **during the period from January 1, 1976 to December 31, 1986, only two consecutive One Year Breaks were needed to incur a Permanent Break**, if two equaled or exceeded the number of years of Vesting Service.

Break Rules Before January 1, 1976

Between January 1, 1960 and December 31, 1966, an Employee incurred a Permanent Break in Covered Employment and his previously accumulated Pension Credit was cancelled if he failed to earn one-quarter of Pension Credit in a period of two consecutive calendar years.

Between January 1, 1967 and December 31, 1975, an Employee incurred a Permanent Break in Covered Employment and his previously accumulated Pension Credit was canceled if he failed to work 300 hours in Covered Employment in a period of two consecutive calendar years.

Grace Periods Before January 1, 1976

There were periods before January 1, 1976 when an Employee was absent from Covered Employment which were not counted towards a Break in Covered Employment. Although a “grace period” did not add to an Employee’s Pension Credit, it was a period during which he was protected from the Break Rules. Grace periods were recognized for:

1. Disability.
2. Service in the Armed Forces.

Grace periods of up to two consecutive Plan Years could have been granted for disability. There was no limit to the length of time for which a grace period could have been granted for service in the Armed Forces. An Employee who returned to Covered Employment following a grace period would have resumed earning Pension Credit and Vesting Service.

TYPES OF PENSION

Several types of pensions are available to Employees under this Plan. Requirements for the different types of pensions vary and so do rates of payment. The Administrative Office can tell you about your eligibility and explain various factors which should be considered when you are ready to think about retirement.

This section describes the types and amounts of pension and the service, age and other requirements for each. The amount of monthly pension payment with each type will vary according to a number of factors, including when your Pension Credits were earned, when you apply for pension, the options you select, etc.

The types of pensions available under the Plan, each of which is described in detail in the following pages, are (1) Regular Pension, (2) Early Retirement Pension, (3) Disability Pension, (4) Vested Service Pension, and (5) Special Normal Retirement Age Pension.

1. REGULAR PENSION

Eligibility

Upon application and retirement, you will be eligible for a Regular Pension if you meet **all** of the following requirements:

1. You are at least 65 years of age.
2. You have at least ten years of Pension Credit without a Permanent Break in Covered Employment.
3. You have received credit for at least 700 hours of work in Covered Employment since January 1, 1960 (for Bricklayers), or since July 1, 1965 (for Tilelayers).

Notwithstanding these requirements, for every calendar quarter in which you work at least one hour of Noncovered Employment after January 1, 2010, your eligibility for a Regular Pension shall be delayed six (6) months for benefits earned after January 1, 2010. Benefits earned prior to January 1, 2010, shall not be delayed pursuant to this section, however, suspensions for Prohibited Employment still apply. In no event would delay extend beyond Normal Retirement Age.

Pension Amount

The monthly amount of your Regular Pension is determined based on (1) how much Pension Credit you have, and (2) during which Plan Years your Pension Credit was earned. Each Pension Credit you have is multiplied by the factor (expressed as a dollar amount) that corresponds to the Plan Year in which the Pension Credit was earned. If you earned a fraction of a Pension Credit in a given Plan Year, the monthly pension you accrue in that Plan Year will be proportionately less. The benefit amounts you earned in each Plan Year are added up to determine your total monthly pension amount.

For benefits accrued on and after January 1, 1979, the applicable factors for a given Plan Year are the same for both Bricklayers and Tilelayers. However, for benefits earned prior to that date, there were different factors for Bricklayers and Tilelayers.

The following chart shows the benefit factors applicable to Regular Pensions with an Annuity Starting Date on or after July 1, 2008. The dollar amount in the chart represents monthly pension per year of Pension Credit. Remember that different factors may apply if you have incurred a Separation from Covered Employment (see page 9).

Factors Applicable to Pensions with Annuity Starting Dates on or after July 1, 2008:

	Period In Which Pension Credit Was Earned	Monthly Regular Pension Amount per Pension Credit Earned During the Applicable Period
Bricklayers:	Prior to 1/1/1960	\$13.75
	1/1/1960 through 12/31/1995	\$61.00
	1/1/1996 through 12/31/2006	\$43.00
	On and after 1/1/2007	\$30.00
Tilelayers:	Prior to 7/1/1965	\$12.00
	7/1/1965 through 12/31/1995	\$61.00
	1/1/1996 through 12/31/2006	\$43.00
	On and after 1/1/2007	\$30.00

A step-by-step example of how to compute a Regular Pension using this chart is on page 62. Also, charts on pages 59 and 60 of this booklet show the factors used to calculate Regular Pensions that became effective before July 1, 2008.

The total monthly amount computed from the above chart would be reduced for Early Retirement, if applicable (see page 15), and is based on **single-life** protection. If you are **married**, however, then your pension will be **reduced** as described under the Qualified Joint and Survivor Annuity (see pages 20 through 24) unless you and your spouse properly reject the Qualified Joint and Survivor Annuity and elect some other form of payment.

Delayed Retirement

The Plan's "Delayed Retirement" provisions apply if the Annuity Starting Date of the pension is later than the retiree's Normal Retirement Age (generally age 65, but see page 2 of this booklet).

When a Delayed Retirement Pension becomes effective, the retiree will receive the **greater** of:

1. The monthly benefit otherwise payable as of the Annuity Starting Date, calculated as shown in the chart on this page without taking delayed retirement into account; **or**
2. The benefit the retiree would have received if he had retired at Normal Retirement Age (based on the benefit factors in effect at that time and using the Pension Credit he had as of that date), actuarially increased for each month between Normal Retirement Age and his Annuity Starting Date in which he worked 40 or fewer hours in employment of the type

described below. The actuarial increase, if applicable, will be 1% per month for the first 60 months after Normal Retirement Age, and 1.5% per month for each month thereafter.

If you are 65 (or Normal Retirement Age, if later) and you do not apply for benefits, then you will receive a formal suspension notice. This notice means that when you do eventually retire, a statutory definition of suspendible employment for a pensioner older than Normal Retirement Age will be applied in determining the months for which you are—or are not—entitled to an actuarial increase for delayed retirement.

Benefits will be considered formally suspended, and the actuarial increase, as described above, will **not** be applicable for each month after Normal Retirement Age in which a Participant works in employment for wages or profit that (1) is more than 40 hours in a calendar month, and (2) is in the State of Arizona, and (3) is in the same industry or in the same trade or craft as Covered Employment under this Plan. The term “same industry” means any business activity of any employer who employs any employee to perform work of the type covered by the Plan. The term “same trade or craft” means working with the tools — that is, any occupation, including self-employment, in which an employee performs work as a bricklayer or tilelayer. See the Rules of the Plan for a detailed explanation of “same industry” and “same trade or craft.”

Also see the term Required Beginning Date, as defined on page 3.

The Plan’s Delayed Retirement Provisions are not applicable to pensions with Annuity Starting Dates prior to January 1, 1989.

2. EARLY RETIREMENT PENSION

Eligibility

Upon application and retirement, you will be eligible for an Early Retirement Pension if you meet all of the following requirements:

1. You are at least age 55 and not yet 65.
2. You have at least 10 years of Pension Credit without a Permanent Break in Covered Employment.
3. You have received credit for at least 700 hours of work in Covered Employment since January 1, 1960 (for Bricklayers), or since July 1, 1965 (for Tilelayers).

Notwithstanding these requirements, for every calendar quarter in which you work at least one hour of Noncovered Employment after January 1, 2010, your eligibility for an Early Retirement Pension shall be delayed six (6) months for Benefits earned after January 1, 2010. Benefits earned prior to January 1, 2010, shall not be delayed pursuant to this section. However, suspensions for prohibited employment still apply. In no event would delay extend beyond Normal Retirement Age.

Pension Amount

With an Early Retirement Pension, you will receive less than 100% of the Regular Pension payment because you are retiring at an earlier age and, therefore, the chances are that you will be paid a pension for a longer time.

For Early Retirement Pensions with an Annuity Starting Date (see page 31) on or after December 1, 1997, the age reduction is as follows:

For Early Retirement Pensioners who are younger than age 60 on their Annuity Starting Date, the reduction is 1% for each year — this is 1/12 of 1% for each month — for the five-year period between age 60 and age 65, and 2% for each year — this is 1/6 of 1% for each month — by which they are younger than 60 on their effective date.

For Early Retirement Pensioners who are 60 or older on their Annuity Starting Date, the reduction is 1% for each year — this is 1/12 of 1% for each month — by which they are younger than 65 on their effective date.

To determine what your monthly pension would be under the Early Retirement Pension, the first step is to figure out what the amount would be if you were age 65 and were retiring on a Regular Pension with the same amount of credit you now have. The second step is to apply the appropriate reduction for age, as shown above.

Examples of Early Retirement calculations are provided on page 63 of this booklet. You may call the Administrative Office if you have any questions about the Early Retirement Pension to which you would be entitled at a given age.

Remember, if you are married, then your pension will be also be reduced as described under the QJSA (see pages 20 through 24) unless you and your spouse properly reject QJSA.

3. DISABILITY PENSION

Upon application and retirement, you will be eligible for a Disability Pension if you meet all of the conditions under A or B below:

- A.
 - 1. You are totally and permanently disabled for any type of gainful employment prior to attaining age 65.
 - 2. You have at least ten years of Pension Credit or, for Annuity Starting Dates on and after January 1, 2009, you have at least five years of Pension Credit.
 - 3. Your service includes credit for at least 700 hours of work in Covered Employment since January 1, 1960 (for Bricklayer), or since July 1, 1965 (for Tilelayers).

OR

- B.
 - 1. You are totally and permanently disabled for work in trade.
 - 2. You have at least 15 years of Pension Credit without an intervening Permanent Break in Covered Employment.
 - 3. Your service includes credit for at least 700 hours of work in Covered Employment since January 1, 1960 (for Bricklayers), or since July 1, 1965 (for Tilelayers).

Notwithstanding any other provisions of this plan, if you perform at least one hour of Noncovered Employment on or after January 1, 2010, as defined in Article III, Section 1, you are ineligible for any Disability Pension or the Auxiliary Disability Benefit as described on the following page.

Proof of Disability

As proof of disability, you may submit to the Administrative Office competent medical evidence, or the official determination by the Federal Social Security Administration that you are entitled to Social Security Disability benefits. The Board of Trustees may require that you submit to an examination by a competent medical authority of the Trustees' selection. The Trustees may require evidence from time to time that you remain totally and permanently disabled. Once a Disability Pensioner reaches age 65, however, pension payments will continue for life regardless of disability.

Pension Amount

The monthly amount of the Disability Pension is determined in the same way as the Regular Pension (see pages 12 and 13). Remember, however, that if you are married, your pension will be reduced as described under the QJSA (see pages 20 through 24) unless you and your spouse properly reject the QJSA.

Procedures for Disability Payments

Once proof of disability has been established and you submit a proper application, disability benefits under the Plan can begin as of the sixth month of disability. If a determination by the federal Social Security Administration is used to establish your disability, you must file your application for a Disability Pension and a copy of your notice of entitlement to Social Security Disability benefits with the Administrative Office within 180 days after the date on which the Social Security Administration mailed the notice. If you become eligible for a Disability Pension after your disability commencement date, then you may be entitled to an Auxiliary Disability Benefit. Your disability commencement date is the date you were entitled to Social Security Disability benefits or, in some cases, the first day of the month following five full calendar months of permanent and total disability as defined in Article III, Section 7 of the Plan. If you are entitled to an Auxiliary Disability Benefit, then your disability benefit will be payable as of your disability commencement date. The Auxiliary Disability Benefit is an amount, payable as a lump sum, equal to the monthly benefit which would have been payable under the Participant's Disability Pension (in the payment form elected for that pension) between the disability commencement date and the Annuity Starting Date of the Disability Pension.

If either the notice of entitlement or the application for a Disability Pension is filed after the end of this 180 day period, then benefits will not be effective until the first month following the month in which all required documents have been filed with the Administrative Office. It is best for you to file your application for Disability Pension with the Administrative Office at the same time you apply to the U.S. Government for Social Security benefits. Upon receiving your notice of entitlement from the Social Security Administration, **promptly** submit it to the Administrative Office. This will ensure that disability benefits from the Plan become payable as early as possible, including the Auxiliary Disability Benefit if you are eligible to receive it.

Before age 65, Disability Pension payments will continue only as long as you remain totally disabled.

Conversion of an Early Retirement Pension to a Disability Pension

Beginning January 1, 1984, a Participant who is totally disabled on the date he applies for a Disability Pension may, if otherwise qualified, elect to receive an Early Retirement Pension pending proof of his disability. If the Participant then qualifies for a Disability Pension, his pension may be converted to a Disability Pension, which is not reduced for age. The effective date of the conversion will be determined as described in the preceding section. Remember, you should file your pension application at the same time you apply to the Social Security Administration for disability benefits; upon receiving your notice of entitlement from the Social Security Administration, **promptly** submit it to the Administrative Office. This will ensure that disability benefits from the Plan become payable as early as possible.

Recovery of a Disability Pensioner

If a Disability Pensioner loses entitlement to Social Security Disability benefits or recovers from his disability, then he must give written notice of this loss of entitlement or recovery to the Administrative Office. This notice must be given within 21 days after the date of the notice of discontinuance of Social Security benefits or the date of recovery, whichever occurs first. If a Disability Pensioner returns to Covered Employment after he recovers, he can, of course, earn additional Pension Credit and Vesting Service Credit.

Failure to give this timely written notice will result in a six month delay in the re-commencement of pension payments upon subsequent retirement. In addition to this six month period, there may be additional delays due to months, if any, which followed recovery or receipt of the notice of termination of Social Security Disability benefits, but for which disability benefits were paid by the Fund. In no event, however, will such delays extend beyond his Normal Retirement Age.

4. VESTED SERVICE PENSION

Eligibility

Upon application and retirement, you will be eligible for a Vested Service Pension if you meet both of the following requirements:

1. You are at least age 65.
2. You meet the Plan's service requirement for vesting. The various ways of becoming vested based on your service are described on page 8. If you do not meet this requirement but are vested based on having attained Normal Retirement Age, see the following section describing the Special Normal Retirement Age Vested Pension.

Pension Amount

The monthly amount of the Vested Service Pension is determined in the same way as the Regular Pension (see pages 12 through 14). Remember, however, that if you are married, your pension will be reduced as described under the QJSA (see pages 20 through 24) unless you and your spouse properly reject the QJSA.

5. SPECIAL NORMAL RETIREMENT AGE VESTED PENSION

Eligibility

Upon application and retirement, you will be eligible for a Special Normal Retirement Age Vested Pension if you meet both of the following requirements:

1. You have reached Normal Retirement Age. The term "Normal Retirement Age" means age 65, or, if later, an applicable anniversary date. That anniversary date is the earlier of (a) the 10th anniversary of your participation in the Plan, or (b) the 5th anniversary of your participation in the Plan counting only service on and after January 1, 1988.
2. You were an Active Participant in the Plan on the date you reached Normal Retirement Age. If you have incurred a One Year Break in Covered Employment (see page 10) after the most recent Plan Year in which you earned a year of Vesting Service (see page 6), then you will **not** be considered an Active Participant.

Pension Amount

The monthly amount of the Special Normal Retirement Age Vested Pension is determined in the same way as the Regular Pension (see pages 12 through 14). Remember, however, that if you are married, your pension will be reduced as described under the QJSA (see pages 20 through 24) unless you and your spouse properly reject the QJSA.

FORMS OF PAYMENT

The forms of payment provided by the Plan are (1) the single life annuity with 36-month certain period, (2) the Qualified Joint and Survivor Annuity (QJSA), and (3) the Qualified Optional Survivor Annuity (QOSA). Only one form of payment may be chosen and, once benefit payments have begun, this cannot be changed. The Rules of the Plan specify that the single life annuity with 36-month certain period is the automatic form of payment for unmarried retirees, and that the QJSA is the automatic form of payment for married retirees.

All pensions will be paid in the automatic form which corresponds to the retiree's marital status, with this exception: a married retiree, with spousal consent, may reject the automatic form and instead receive a single life annuity with 36-month certain period.

Upon request, the Administrative Office will help you calculate your benefit under the available form or forms so that you can decide which form of payment you want.

1. SINGLE LIFE ANNUITY WITH 36-MONTH CERTAIN PERIOD

The automatic form of payment if you are unmarried is a single life annuity with a 36-month certain period. This means that the monthly benefit for which you qualify, based on your age and service, is payable for your lifetime. See the descriptions, on pages 12 through 19, of the types of Pensions available under the Plan. Upon your death, payments cease unless fewer than 36 monthly payments have been made, in which case payments would continue to your designated beneficiary until the number of monthly payments made to you and to your beneficiary total 36. For example, if you received 20 payments prior to your death, then your beneficiary would receive 16 monthly payments. The amount of the monthly payment to your beneficiary is equal to the monthly pension you were receiving at the time of death.

2. QUALIFIED JOINT AND SURVIVOR ANNUITY (QJSA)

The automatic form of payment if you are married is the Qualified Joint and Survivor Annuity (QJSA). This means that a reduced monthly benefit is paid during your lifetime, and, upon your death, a survivor annuity is paid during your surviving spouse's lifetime.

If the Annuity Starting Date (see page 31) of your QJSA is before December 1, 1998, then upon your death your surviving spouse would receive a lifetime monthly benefit equal to **50%** of the monthly benefit you were receiving at the time of your death. For example, if you were receiving a monthly pension of \$700.00 under the QJSA, then upon your death your surviving spouse would receive a lifetime monthly benefit of \$350.00.

However, if the Annuity Starting Date (see page 31) of your QJSA is on or after December 1, 1998, then upon your death your surviving spouse would receive a lifetime monthly benefit equal to **100%** of the monthly benefit you were receiving at the time of your death.

The benefit level is reduced because the QJSA extends protection over two lifetimes. The extent of the reduction depends on (1) whether your pension is a Disability Pension, and (2) the difference between your age and your spouse's age. If your spouse is much younger than you are, then your benefits will be reduced more than if you are close to the same age or if your

spouse is older than you. The reason is that, statistically, a younger spouse is likely to benefit more from this added protection. The monthly benefit payable during your lifetime is determined by the following formulas:

Non-Disability Pensions

If you are eligible for any type of pension other than a Disability Pension, your pension will be reduced for the QJSA by multiplying the amount payable as a single life annuity by 89% minus .4% for each year by which your spouse is younger than you or plus .4% for each year by which your spouse is older than you. The maximum percentage is 100%.

Disability Pensions

If you are eligible for a Disability Pension, your pension will be reduced for the QJSA by multiplying the amount payable as a single life annuity by 79% minus .4% for each year by which your spouse is younger than you or plus .4% for each year by which your spouse is older than you. If you are younger than age 55 when your Disability Pension is effective, an additional .5% for each year by which you are younger than age 55 is added to the percentage above. The maximum percentage is 100%.

Examples

1. Assume you are eligible for a Regular Pension of \$700.00 per month. You are 65 years old and your spouse is 60 years old. To determine the monthly amount you would receive under the QJSA, you first determine how many years younger or older your spouse is than you and multiply that number of years by .4%. In this case, your spouse is 5 years younger than you, so you would multiply 5 years by .4%, which equals 2%. Because your spouse is younger than you, you must subtract the 2% from 89%, which equals 87%. Therefore, your Regular Pension of \$700.00 is multiplied by 87% which equals \$609.00. This is the monthly amount of pension you would receive for the rest of your life under the QJSA. Upon your death, your surviving spouse will receive 50% of that amount, or \$304.50, for the remainder of her life.
2. Now assume that you are eligible for a Disability Pension of \$400.00 per month. You are age 54 and your spouse is age 51. The first step is multiplying your age difference of 3 years times .4%, which equals 1.2%. Because your spouse is younger than you, this amount is subtracted from 79%, which equals 77.8%. Because you are younger than age 55 on your effective date, an additional .5% will be added to the 77.8% because you are one year younger than age 55. The resulting percentage is 78.3%. Your Disability Pension of \$400.00 is multiplied by 78.3%, which equals \$313.20. This is the monthly amount of Disability Pension you will receive for the rest of your life. Upon your death, your surviving spouse will receive 50% of that amount, or \$156.60, for the remainder of her life.

Remember, however, that if the Annuity Starting Date of your QJSA is on or after December 1, 1998, then upon your death your surviving spouse would receive a lifetime monthly benefit equal to **100%** (not 50% as described in the examples above) of the monthly benefit you were receiving at the time of your death.

See page 64 of this summary for additional examples of QJSA calculations. If you are unable to figure out the amount of your monthly benefit under the QJSA, you can write the Administrative Office. The Administrative Office will help you with the calculation upon written request.

Qualified Joint and Survivor Annuity (QJSA) at Retirement

If you are married when you retire, then your pension will automatically be paid in the form of a QJSA unless you and your spouse properly reject this form of payment. The election form must be signed, notarized, and dated no more than 90 days before the Annuity Starting Date of your pension. In accordance with federal regulations, the Plan will not honor a rejection of the QJSA more than 90 days before your benefits are effective, so you may need to complete a new form if delays occur in processing your application.

When you file a pension application, if you are married, the Administrative Office will give you an estimate of the monthly benefit payable under the automatic form of payment and under the other available form of payment. You and your spouse may then elect or reject the QJSA by filing the completed election form with the Administrative Office.

Special Provision for Disability Pensioners

If an Employee retired on a Disability Pension should die before age 55, benefits for the surviving spouse will begin only after the date the Employee would have reached age 55.

50% Pre-Retirement Survivor Annuity

If you are vested (see page 8) and die before your Annuity Starting Date (see page 31), then your eligible surviving spouse will receive a 50% pre-retirement survivor annuity. This means that your surviving spouse will receive, for life, a monthly benefit equal to 50% of the monthly amount that would have been payable to you if you had retired on a QJSA (see pages 20 through 24) on the day before your death. At the time of your death, you and your spouse must have been married for at least one year in order for the 50% pre-retirement survivor annuity to be payable to your spouse.

Death benefits, if applicable, will be payable on your behalf once your spouse's application for death benefits and the necessary documentation (birth, marriage, and death certificates) are filed with the Administrative Office.

If your death occurs **before** you attain age 55, then benefits to your surviving spouse will not be payable until you would have attained age 55. The reduction for your age will be determined as if you had been age 55 on the date of your death.

If your death occurs **after** you attain age 55, then benefits to your surviving spouse may begin as of the first of the month following the month in which your death occurred.

Your surviving spouse may elect to delay the commencement of benefits until the later of (1) the end of the year in which you would have reached age 70½ had you lived or, (2) the end of the year following the year in which your death occurred.

If benefits to your surviving spouse do not start until after you would have attained Normal Retirement Age, then the amount of the 50% pre-retirement survivor annuity payable to your

spouse will take into account the Plan's provision on adjustment for delayed retirement (see pages 13 and 14).

Your surviving spouse may elect to receive a single lump sum payment (see page 25) instead of the 50% pre-retirement survivor annuity. If this lump sum is less than the actuarial value of the survivor annuity, then the lump sum will be increased to equal that actuarial value. This option must be selected within 90 days of the death of the Participant.

No Death Benefit, other than the Qualified Pre-retirement Survivor Annuity or the available post-retirement 36-month certain period for benefits accrued before January 1, 2010, will be payable if you engage in Noncovered Employment on or after January 1, 2010.

Significant points about the Qualified Joint and Survivor Annuity (QJSA)

- If you are married, then you will receive the QJSA when you retire unless you and your spouse properly reject it and elect another form of payment.
- The QJSA can protect only the spouse to whom you are married at the time your pension payments start AND to whom you were married for at least one year prior to your death.
- Once payments have begun in the form of the QJSA, they will continue at the same level even if your spouse should die before you or if your marriage should be dissolved, provided however, if your spouse predeceases you on or after January 1, 1999, then the monthly amount of the QJSA will be increased to the amount that would have been payable to you if your pension were paid in the form of a Single Life Annuity with a 36-month certain period.
- Payments to the surviving spouse are for life; they would not be affected by remarriage.
- After your payments under the QJSA have begun, if your spouse should die before you, then all pension payments will stop upon your death.

Domestic Relations Orders/Divorce Decrees

The Retirement Equity Act of 1984 provides that the Plan must recognize any Qualified Domestic Relations Order and make payments as directed by the Order to any spouse, former spouse, child or other dependent (called an "alternate payee") of a Plan Participant specified by the Order. A Qualified Domestic Relations Order (QDRO) is a state domestic relations order such as a divorce decree which creates or recognizes an alternate payee's right to, or assigns to an alternate payee the right to receive all of or a portion of the benefits payable to a participant under the Plan. Any lawful judgment, decree, order, or property settlement agreement which has been entered into pursuant to a court order may be a QDRO if it relates to the provision of child support, alimony payments, or marital property of a spouse, former spouse, child or other dependent of a Plan Participant and is made pursuant to state domestic relations law.

The Trustees cannot recognize or honor a domestic relations order, such as a divorce decree which attempts to divide a pension, unless the order or decree contains certain information and otherwise complies with federal law. If you are contemplating a divorce or are a party to any other domestic relations action which may involve your benefits under the Plan, then you should contact the Administrative Office for additional information **before** any such domestic relations order or decree is signed by the judge.

The Trustees have adopted formal procedures for the treatment of domestic relations orders received by the Plan, and a copy of those procedures is available without charge from the Administrative Office.

Please note that a QDRO cannot change the terms of the Plan. Neither a divorce nor a Court's issuance of a QDRO are events that allow for immediate distribution of benefits.

Qualified Optional Survivor Annuity (QOSA)

For Annuity Starting Dates on and after January 1, 2009, subject to spousal consent and additional specific conditions set forth in Article IV, Section 7 of the Plan, if you are married, you may elect to receive the Qualified Optional 50% Joint and Survivor Annuity (QOSA) instead of the Qualified Joint and Survivor Annuity (QJSA) set forth on page 20 of this Summary Plan Description and in Article IV, Section 2 of the Plan. If you select the 50% QOSA, the amount of your Pension will be reduced as follows:

Non-Disability Pensions

The Pension amount otherwise payable shall be adjusted by multiplying it by 98.0 percent minus .3 percentage points for each year by which your surviving Spouse's age is less than your age or plus .3 percentage points for each year by which your surviving Spouse's age is greater than yours; however, in no event shall the resulting percentage be greater than 100 percent.

Disability Pensions

The Pension amount otherwise payable shall be adjusted by multiplying it by 87.5 percent minus .3 percentage points for each year by which your surviving Spouse's age is less than your age or plus .3 percentage points for each year by which your surviving Spouse's age is greater than yours; however, in no event shall the resulting percentage be greater than 100 percent.

If you are younger than age 55 on the Annuity Starting Date of your Disability Pension, an additional .5 percentage points for each year by which you are younger than age 55 shall be added to the percentage determined above. In no event shall the resulting percentage be greater than 100 percent.

Pop-Up

If you elect the 50% QOSA and your Spouse predeceases you, the monthly amount payable to you will be increased so as to equal your benefit payable in the form of a 36-month certain and life annuity, which is the normal form of payment you would be entitled to if you were not married at the time you retire.

DEATH BENEFITS

Pre-Retirement Death Benefits

If an Employee dies prior to becoming a Pensioner and the QJSA provisions (see pages 20 through 24) are **not** applicable, then his designated beneficiary will receive a lump-sum payment equal to the total amount of contributions made to the Fund on the Employee's behalf. Contributions which precede a Permanent Break in Covered Employment (see page 10), will not, however, be included in this lump sum death benefit.

The eligible surviving spouse of an Employee who dies before becoming a Pensioner may elect, within 90 days after the date of the Employee's death, to receive the lump sum death benefit described above instead of the 50% pre-retirement survivor annuity. Refer to pages 23 and 24. The amount paid to an eligible surviving spouse who elects to receive a lump sum will be the **greater** of (1) the contributions made on the Employee's behalf, or (2) the actuarial present value of the 50% pre-retirement survivor annuity.

Death After Retirement

If a Pensioner receiving payments in the form of the single life annuity with 36-month certain period (see page 20) dies before he has received 36 monthly payments, then his beneficiary will receive the remainder of the 36 monthly payments. If the Pensioner has received 36 or more monthly payments at the time of his death, then payments will cease upon his death and no payment will be made to his designated beneficiary. If an Employee or Participant performs at least one hour of Noncovered Employment on or after January 1, 2010, no post retirement death benefit shall thereafter be payable with regard to benefits accrued on and after January 1, 2010.

If a Pensioner is receiving payments in the form of a QJSA (see pages 20 through 24), and the Pensioner's Annuity Starting Date was **prior to December 1, 1998**, then upon the Pensioner's death, the surviving spouse, subject to the Plan's requirements, will receive a lifetime monthly survivor annuity equal to **50%** of the monthly benefit the Pensioner was receiving at the time of his death.

If a Pensioner is receiving payments in the form of a QJSA (see pages 20 through 24), and the Pensioner's Annuity Starting Date was **on or after December 1, 1998**, then upon the Pensioner's death, the surviving spouse, subject to the Plan's requirements, will receive a lifetime monthly survivor annuity equal to **100%** of the monthly benefit the Pensioner was receiving at the time of his death.

Death During Qualified Military Service

If a Participant dies while performing Qualified Military Service after January 1, 2007, the Participant's beneficiaries shall be entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) that would have been provided under the Plan if the Participant had resumed Covered Employment and then terminated Covered Employment on account of death. Also, the period of the Participant's Qualified Military

Service shall be treated as vesting service under the Plan. For additional information, see the discussion of Qualified Military Service on page 6.

Designation of Beneficiary

You may designate a beneficiary to receive any death benefits payable on your behalf. If you are married, then your spouse must consent to the beneficiary whom you name. You may change your designated beneficiary at any time by completing a new Beneficiary Form and filing it with the Administrative Office. If you are married, your spouse's consent is required for any change to be effective. The Beneficiary Form will be effective only if it is received by the Administrative Office prior to your death.

If you do not have a valid Beneficiary Form on file at the Administrative Office at the time of your death, then the death benefits, if any, that would otherwise be payable to your designated beneficiary will be paid in the following order of precedence: first, to your surviving spouse, or, if none, then to your surviving children, or, if none, then to your estate.

No Death Benefit, other than the Qualified Pre-retirement Survivor Annuity or the available post-retirement 36-month certain period for benefits accrued before January 1, 2010, will be payable if you engage in Noncovered Employment on or after January 1, 2010.

RETIREMENT AND SUSPENSION OF BENEFITS FOR CERTAIN EMPLOYMENT AFTER RETIREMENT

To receive monthly pension payment from this Plan, you must withdraw from and refrain from work which is prohibited by the Plan Rules. If you take work which is prohibited employment for Pensioners, then you must notify the Administrative Office of your employment, in writing, within 21 days after you start work. Your monthly pension will be suspended while you are in prohibited employment and, under some circumstances, for additional months over and above those months in which you were actually engaged in prohibited employment.

Prohibited Employment for Pensioners Before Normal Retirement Age

To qualify as retired before Normal Retirement Age (generally 65, but see page 2), you must cease and withdraw from any and all Covered Employment. Further, you must cease and withdraw from work in any capacity or business activity of any kind within the jurisdiction of the Collective Bargaining Agreement, for actual or potential wages or profit or other benefit in the same industry or in the same trade or craft for an employer (including self-employment) that is not covered by the Collective Bargaining Agreement.

- The term “Covered Employment” means work for which the Employer is required to contribute to this Pension Fund on the Employee’s behalf (*see* Article I, Section 7 of the Plan).
- The “same industry” means any business activity of any employer, including self-employment, who employs any employee to perform work of the type covered by the Plan.
- The “same trade or craft” means working with the tools – that is, any occupation, including self-employment, in which an employee performs work as a bricklayer or tilelayer.

In summary, to qualify for retirement and pension benefits before Normal Retirement Age, you must not work in any capacity or be involved in any business activity of any kind, including but not limited to working as a superintendent, assistant superintendent, general foreman, estimator, etc. or working or acting as an owner, officer, director, or qualifying party in the bricklaying or tilelaying industry within the jurisdiction of the Collective Bargaining Agreement regardless of whether such work or involvement is for an employer who is signatory to the Collective Bargaining Agreement or not.

Prohibited Employment for Pensioners Between Normal Retirement Age and Age 70½

To be considered retired after Normal Retirement Age (generally age 65, but see page 2) but before April 1 of the calendar year following the year in which you attain age 70½, you must cease and withdraw from and refrain from any employment in the State of Arizona for wages or profit which is in excess of 40 hours per month in the same industry or in the same trade or craft for an employer (including self-employment) that is not covered by a Collective Bargaining

Agreement with the Union. Since November 1, 2000, there has been no restriction on the amount of Covered Employment you may perform after achieving Normal Retirement Age.

In summary, you may work for an employer that participates in the Pension Trust Fund under the Collective Bargaining Agreement. You may not work or be involved in any business activity, in excess of 40 hours per month, in any capacity, including but not limited to working as a superintendent, assistant superintendent, general foreman, estimator, etc. or working or acting as an owner, officer, director, or qualifying party in the bricklaying or tilelaying industry within the state of Arizona for an employer that does not participate in the Pension Trust Fund under the Collective Bargaining Agreement.

No Prohibited Employment for Pensioners After Age 70½

Beginning on April 1 of the calendar year following the year in which you attain age 70½, there are no restrictions on the type, duration, or location of the work you may perform while receiving pension benefits from this Plan.

Suspension of Pension Payments

If you are retired and take work which is prohibited by the Plan Rules, you must notify the Administrative Office, in writing, within 21 days after you start work. Your pension payments will be suspended for each month you are working in prohibited employment.

If you are younger than Normal Retirement Age, your pension payments will be suspended for an additional period of six (6) months after the end of your prohibited employment. If you fail to notify the Administrative Office within 21 days of your employment and you are younger than Normal Retirement Age, your pension payments will be suspended for an additional period of six (6) months, for a possible twelve (12) months of suspension following the end of your prohibited employment. However, in no event will these additional periods of suspension extend beyond your Normal Retirement Age.

If you are a Pensioner who has attained Normal Retirement Age and you fail to notify the Administrative Office within 21 days of your employment, the Trustees, when they become aware that you are employed, will assume that that you are working more than 40 hours per month and, if your employment is at a construction site, that you were employed for as long as the Employer for whom you are working has been engaged at that site. This will be assumed until you prove otherwise.

If you have any questions as to whether a job you plan to take will be prohibited employment for a Pensioner, and therefore cause a suspension, please write the Administrative Office. In your letter, name the employer for whom you intend to work, describe the job you propose to perform, and you will be advised if the job will cause a suspension of benefits.

The Trustees must give you notice of suspension in writing by personal delivery or first class mail within the first calendar month in which benefits are suspended. A specific reason, along with relevant Plan provisions must be included. Pensioners whose benefits are suspended have a right to appeal the Trustees' determination by written request filed with the Trustees within 60 days of the notice of suspension. The appeal will be considered by the Trustees, and their decision will be furnished in writing and will include specific reasons for the decision and specific reference to the Plan provisions on which the suspension is based.

The amount of any pension payments made for months in which a Pensioner should have been suspended will be offset by the Trustees against the Pensioner's future payments. The amount of the offset will be the maximum allowed by law, until the overpayment is recovered.

The Trustees have adopted a rule which requires a Pensioner whose pension has been suspended to advise the Administrative Office, in writing, when he stopped or will stop working in prohibited employment. At that time, the Administrative Office will examine the facts and circumstances of the employment and advise the Pensioner as to the reinstatement of his benefits and how the recovery of improperly made payments, if any, will be scheduled.

Reinstatement of Pension Payments following Suspension

A Pensioner who returns to Covered Employment shall, upon his subsequent retirement, be entitled to receive an increased pension based on his age and Pension Credit, if any, accumulated during his subsequent period(s) of work in Covered Employment.

After a Pensioner has ended his disqualifying employment, pension payments will resume after any additional months of suspension which are applicable, and after administrative processing of his recalculated benefit. Provided the Pensioner has complied with the Plan's notification requirements (see page 28), once the processing of this reinstatement is complete, benefits will be payable retroactive to the first month after the later of (1) the last month of prohibited employment, or (2) if applicable, the last month of additional suspension. However, in no event will additional benefits due to a return to Covered Employment become payable earlier than February 1 of the year following the Plan Year in which the benefits were earned.

Special Rules for Early Retirement Pensioners

For Early Retirement Pensioners who return to work, the monthly pension payable upon re-retirement will be (1) recalculated based on age and service as of the date benefits are being reinstated, and (2) reduced by 1% percent of the total dollar amount of Early Retirement Pension payments, if any, previously received prior to Normal Retirement Age. However, in no event will the monthly amount upon reinstatement be less than the amount payable at the time a Pensioner returned to work, and, as indicated above, in no event will additional benefits due to a return to Covered Employment become payable earlier than February 1 of the year following the Plan Year in which the benefits were earned.

HOW TO APPLY FOR BENEFITS

The first step in applying for your pension is to request an application from the Administrative Office.

At the same time, you can obtain information from the Administrative Office about your Pension Credits, benefits, options and any other information which will help to make your decisions and complete the application.

You will be considered as having applied for pension only when your completed application has been received by the Administrative Office. Payments cannot begin before the completed application is received.

You must provide a copy of your birth certificate or other proof of your date of birth. If your pension will be paid as a QJSA (see pages 20 through 24), then proof of marriage and of your spouse's date of birth also must be submitted to the Administrative Office.

After processing of your application has begun, the Administrative Office will send you additional forms on "How My Pension Is To Be Paid" and "Retirement Declaration". If you have any questions about these forms, contact the Administrative Office as soon as possible. The signed completed forms must be received by the Administrative Office before your application can be finally approved for payment.

If You Are Applying for a Disability Pension

For a Disability Pension, you must provide the Administrative Office proof of disability in addition to the foregoing. Proof of disability is established by providing either satisfactory medical evidence or your notice of entitlement to Social Security Disability benefits. See pages 16 through 18 for an explanation of the eligibility requirements for the Disability Pension, and pages 36 through 42 regarding Disability claims and appeals.

Beneficiaries' Application for Benefits

If an Employee dies before retirement, his surviving spouse or other beneficiary must file an application with the Administrative Office for death benefits and/or retirement benefits which may be payable to them. The Administrative Office will verify the Employee's Pension Credit. In the case of Past Service Credit, which is based on employment before contributions to the Plan began, the Administrative Office is often required to secure proof of the Employee's employment from the Social Security Administration. So that payments can begin with minimum delay, Beneficiaries are advised to contact the Administrative Office as soon as possible after an Employee's death. The Administrative Office will supply the necessary forms and information.

When a Pensioner dies, the spouse or other beneficiary should notify the Administrative Office as soon as possible to get information about benefits and procedures. Please note that if you work in Noncovered Employment on or after January 1, 2010, no death benefit other than the Qualified Pre-retirement Survivor Annuity or the available post-retirement 36-month certain period for benefits accrued before January 1, 2010, will be payable.

ANNUITY STARTING DATES

Your Annuity Starting Date is the date as of which your pension becomes effective. An eligible applicant's earliest permitted Annuity Starting Date is the first day of the month immediately following satisfaction of these three requirements: (1) the applicant's completed pension application has been filed with the Administrative Office; (2) the applicant has been provided a written explanation of the forms of payment available from the Plan; and (3) the applicant has ceased Prohibited Employment for Pensioners (see page 27).

The actual commencement of your payments may be delayed because of processing. For example, in order to verify your Past Service Credit, the Administrative Office may need to obtain Union membership records, or employment records from the Social Security Administration. Generally, once processing is completed and you are found to be eligible for a pension, you will receive payments retroactive to your Annuity Starting Date.

The Annuity Starting Date for a Disability Pension is determined in the same manner. However, disability benefits may, under certain circumstances, be payable for periods prior to the Annuity Starting Date. Refer to the explanation of the Disability Pension on pages 16 through 18.

The Annuity Starting Date cannot be later than Required Beginning Date (see page 3).

Waiver of Minimum 30-day Notice Period for Distributions

By law, participants (and their spouses, if any) have a 30-day notice period to decide if they want monthly benefits payable in a form other than the automatic form of payment that corresponds to their marital status on their Annuity Starting Date. If you and your spouse elect an alternate form of payment (for example, the Single Life Annuity with 36-Month Certain Period), then unless you elect to waive the minimum 30-day notice period and your spouse consents to that waiver, your Annuity Starting Date cannot occur—and neither may the actual distribution of your benefits begin—before this notice period ends. An election to waive the 30-day minimum waiting period will be valid as long as:

- (1) you are informed of the right to take at least 30 days to consider whether to waive the Qualified Joint and Survivor Annuity and consent to receive an alternate form of payment; and
- (2) you are given at least seven days to change your mind and cancel an election to waive the automatic form of payment; and
- (3) distribution of benefits does not begin until after the seven-day period expires.

This change will allow the payment of your benefits to begin as of the eighth day after you are provided with the written explanation of the available forms of payment. Administrative processing of your pension application may delay the issuance of your first benefit payment.

CLAIMS AND APPEALS PROCEDURES

Effective January 1, 2002

ARTICLE I. NON-DISABILITY CLAIMS

Section 1. Application for Benefits.

An application for a pension shall be made in writing on a form and in the manner prescribed by the Board of Trustees and shall contain such information as the Trustees may deem necessary. Such application shall be a condition for payment of a pension and must be filed with the Board of Trustees prior to the first month for which benefits are payable.

Section 2. Information and Proof.

- (a) Every Participant shall furnish at the request of the Board of Trustees any information or proof reasonably required to determine his benefit rights. If a person willfully makes a false statement material to an application or furnishes fraudulent information or proof or fails to provide the notifications required, benefits under this Plan may be denied, suspended or discontinued. Failure on the part of any Participant to comply with such request promptly, completely and in good faith shall be sufficient grounds for denying, suspending or discontinuing benefits to such person.
- (b) If a Participant or other claimant to benefits hereunder makes a false statement material to his claim for benefits, the Board of Trustees shall recoup, offset or recover the amount of any payments in excess of the amount to which such Participant or other claimant was rightfully entitled under the provisions of this Plan; and, in addition, the Board of Trustees shall have the right, in its sole discretion, to deny benefits under this Plan to such Participant or other claimant up to a maximum of 18 monthly benefit payments, but not beyond Normal Retirement Age.
- (c) If, because of administrative error or intentional or accidental misstatement of information, benefits are paid in excess of the amount to which a Participant is entitled under this Plan, it shall be the obligation and responsibility of the Participant or Pensioner to repay to the Plan the amount of the overpayment. If the overpayment is not repaid within a reasonable time, the Trustees may withhold from any future benefit payments or compensation payable to the Participant or Pensioner such amounts necessary to recover overpayment.
- (d) A Participant's or other claimant's authorized representative may act on the Participant's or other claimant's behalf in pursuing a benefit claim or appeal of an adverse benefit determination. A Participant or other claimant shall provide the Administrative Office with written notice of the designation of an authorized representative.

Section 3. Action of Trustees.

The Trustees shall, subject to the requirements of law, be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan, and the decisions of the Trustees shall be final and binding on all parties. Whenever in the Plan the Trustees are given discretionary powers, the Trustees shall exercise such powers in a uniform, consistent, and nondiscriminatory manner.

Section 4. Initial Review of a Claim.

At or before the next scheduled quarterly meeting of the Board of Trustees immediately following the receipt of a claim for benefits, the Administrative Office shall make available to the Board of Trustees all documents submitted by the claimant and those items needed to process the claim for benefits.

- (a) A “claim for benefits” is defined as a request for a Plan benefit or benefits made by a claimant in accordance with a Plan’s reasonable procedure for filing benefit claims.

Section 5. Timing of Notification of Benefit Determination.

- (a) The Administrative Office shall notify in writing the claimant of the Plan’s adverse benefit determination within a reasonable period of time, but not later than 90 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 90 days, provided that the Plan Administrator both:
 - (i) determines that such an extension is necessary due to matters beyond the control of the Plan, and
 - (ii) notifies the claimant, prior to the expiration of the initial 90-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.
- (b) In the case of any extension, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues.
 - (i) The claimant shall be afforded at least 90 days within which to provide the specified additional information needed to resolve the issues.

Section 6. Calculating Time Periods.

- (a) The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed in accordance with the reasonable procedures of a plan, without regard to whether all the information necessary to make a benefit determination accompanies the filing.
- (b) In the event that a period of time is extended due to a claimant’s failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

Section 7. Manner and Content of Notification of Benefit Determination.

Notice of an adverse benefit determination shall set forth in a manner calculated to be understood by the claimant the following:

- (a) the specific reason or reasons for the adverse determination;
- (b) reference to the specific Plan provisions on which the benefit determination is based;
- (c) a description of any additional information needed to perfect the claim and an explanation of why such information is needed;
- (d) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
- (e) a statement describing the appeal procedures of the Plan and the claimant's right to obtain the information about such procedures, including a statement of the claimant's right to bring a civil action under ERISA following an adverse benefit determination on review.

Section 8. Appeals.

- (a) Upon written request, the decision of the Board of Trustees may be reviewed by the Board of Trustees on appeal. The request for an appeal must be in writing and submitted through the Administrative Office, Southwest Service Administrators, Inc., 2400 West Dunlap Avenue, Suite 250, Phoenix, Arizona 85021.
- (b) The appeal must be submitted within 60 days from the date of receipt of the adverse benefit determination. The appeal may be rejected if it is not submitted within this 60-day period.
- (c) The request for an appeal must contain a concise statement of the reasons wherein the claimant believes the adverse benefit determination is in error, together with any documents or other written evidence the claimant wishes to be considered. If the claimant has a complaint, the full basis for such complaint, together with all the relief he is requesting, shall be set forth in the request. Additional written documentation may also be presented. The claimant may also request that he and/or his authorized representative be present at the Board of Trustees meeting. Reasonable notification of the meeting date and time will then be sent to the claimant who asks to appear. Additional evidence can be presented at the appeals hearing.
- (d) The claimant or his duly authorized representative shall be permitted to review relevant documents and submit issues and comments in writing. A document is "relevant" if it was: (1) relied upon in making the benefit determination; (2) was submitted to the Plan; (3) considered by the Plan; (4) generated in the course of making the benefit determination, without regard to whether it was relied upon in making the determination. In addition, a claimant shall be given, upon request, all documents, records or information demonstrating that the benefit determination is consistent with the Plan provisions and that the Plan provisions have been applied consistently with respect to similarly situated claimants.

- (e) In connection with the appeal, the Board of Trustees shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- (f) The Board of Trustees shall make a benefit determination no later than the date of the quarterly meeting of the Board of Trustees that immediately follows the Plan's receipt of a request for an appeal, unless the request for an appeal is filed within 30 days preceding the date of such meeting. In such case, a benefit determination may be made by no later than the date of the second quarterly meeting of the Board of Trustees following the Plan's receipt of the request for an appeal. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a benefit determination shall be rendered not later than the third quarterly meeting following the Plan's receipt of the request for an appeal. If such an extension of time for review is required because of special circumstances, the Administrative Office shall notify the claimant in writing of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension.
- (g) The written decision of the Board of Trustees shall be furnished to the claimant within 5 calendar days following the decision.
- (h) If the decision of the Board of Trustees is adverse to the claimant, the notice of the decision shall set forth in a manner calculated to be understood by the claimant: (1) the specific reason or reasons for the denial; (2) specific reference to pertinent Plan provisions on which the denial is based; (3) a description of any additional material or information necessary for the claimant to perfect the claim and any explanation of why such material or information is necessary; and (4) a statement of the claimant's right to bring a civil action under ERISA following an adverse benefit determination on review.
- (i) The decision of the Board of Trustees shall be final and binding upon the claimant and any person claiming under the applicant.
- (j) This appeals procedure shall be the sole and exclusive procedure available to a claimant who is dissatisfied with any eligibility or claims decision of any kind relating to any non-disability pension benefit under the Plan.
- (k) These procedures must be followed in any appeal from decisions of the Trustees by Participants or survivors.
- (l) No claim, action or lawsuit may be brought by a Participant or other person claiming an entitlement under the Plan unless and until the Participant or claimant has exhausted his administrative remedies under the Plan, including an appeal to the Board of Trustees.
- (m) No claim, action or lawsuit may be brought in a court or other recognized tribunal by a Participant or other claimant after one year running from the date the Board of Trustees makes a final determination on a claim or appeal, whether it be to deny benefits, interpret the Plan, establish benefits or requirements for benefits or otherwise rule on a claim or appeal brought by the Participant or claimant, unless otherwise provided by law.

- (n) Neither the Employers, the Union, nor any of the Trustees shall be liable for the failure or omission for any reason to pay any benefits under the Pension Plan, unless otherwise provided by law.

ARTICLE II. DISABILITY CLAIMS

Section 1. Application for Benefits.

- (a) An application for a disability pension shall be made in writing on a form and in the manner prescribed by the Board of Trustees and shall contain such information as the Trustees may deem necessary. Such application shall be a condition for payment of a disability pension and must be filed with the Board of Trustees prior to the first month for which benefits are payable.
- (b) An application for a disability pension that is filed within 180 days after the commencement date of disability shall be considered timely and payment of the Disability Pension and the Auxiliary Disability Benefit (if applicable) shall commence in accordance with Section 9 of Article III of the Plan.

Section 2. Information and Proof.

- (a) Every Participant shall furnish at the request of the Board of Trustees any information or proof reasonably required to determine his benefit rights. If a person willfully makes a false statement material to an application or furnishes fraudulent information or proof or fails to provide the notifications required, benefits under this Plan may be denied, suspended or discontinued. Failure on the part of any Participant to comply with such request promptly, completely and in good faith shall be sufficient grounds for denying, suspending or discontinuing benefits to such person.
- (b) If a Participant or other claimant to benefits hereunder makes a false statement material to his claim for benefits, the Board of Trustees shall recoup, offset or recover the amount of any payments in excess of the amount to which such Participant or other claimant was rightfully entitled under the provisions of this Plan; and, in addition, the Board of Trustees shall have the right, in its sole discretion, to deny benefits under this Plan to such Participant or other claimant up to a maximum of 18 monthly benefit payments, but not beyond Normal Retirement Age.
- (c) If, because of administrative error or intentional or accidental misstatement of information, benefits are paid in excess of the amount to which a Participant is entitled under this Plan, it shall be the obligation and responsibility of the Participant or Pensioner to repay to the Plan the amount of the overpayment. If the overpayment is not repaid within a reasonable time, the Trustees may withhold from any future benefit payments or compensation payable to the Participant or Pensioner such amounts necessary to recover overpayment.
- (d) A Participant's or other claimant's authorized representative may act on the Participant's or other claimant's behalf in pursuing a benefit claim or appeal of an adverse benefit determination. A Participant or other claimant shall provide the Administrative Office with written notice of the designation of an authorized representative.

Section 3. Action of Trustees.

- (a) The Trustees shall, subject to the requirements of law, be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan, and the decisions of the Trustees shall be final and binding on all parties. Whenever in the Plan the Trustees are given discretionary powers, the Trustees shall exercise such powers in a uniform, consistent, and nondiscriminatory manner.
- (b) The Board of Trustees shall designate the members of the Disability Pension Committee, the Benefits Committee, and the Appeals Committee. Those committee members may not serve on more than one committee for the same claim. Each such committee shall be made up of at least one management Trustee and one labor Trustee.

Section 4. Initial Review of a Claim.

At or before the next scheduled quarterly meeting of the Board of Trustees immediately following the receipt of a claim for benefits, the Administrative Office shall make available to the Disability Pension Committee all documents submitted by the claimant and those items needed to process the claim for benefits.

- (a) A “claim for benefits” is defined as a request for a Plan benefit or benefits made by a claimant in accordance with a Plan’s reasonable procedure for filing benefit claims.

Section 5. Timing of Notification of Benefit Determination.

- (a) The Administrative Office shall notify in writing the claimant of the Plan’s adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Plan Administrator both determines
 - (i) that such an extension is necessary due to matters beyond the control of the Plan, and
 - (ii) notifies the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.
- (b) If, prior to the end of the first 30-day extension period, the Plan Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Plan Administrator notifies the claimant, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision.
- (c) In the case of any extension, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues.
 - (i) The claimant shall be afforded at least 45 days within which to provide the specified additional information needed to resolve the issues.

Section 6. Calculating Time Periods.

- (a) The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed in accordance with the reasonable procedures of a plan, without regard to whether all the information necessary to make a benefit determination accompanies the filing.
- (b) In the event that a period of time is extended due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

Section 7. Manner and Content of Notification of Benefit Determination.

Notice of an adverse benefit determination shall set forth in a manner calculated to be understood by the claimant the following:

- (a) the specific reason or reasons for the denial;
- (b) reference to the specific Plan provisions on which the benefit determination is based;
- (c) a description of any additional information needed to perfect the claim and an explanation of why it is needed;
- (d) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
- (e) a statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to obtain the information about such procedures, including a statement of the claimant's right to bring a civil action under ERISA following an adverse benefit determination on review;
- (f) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, then a description of either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the claimant upon request;
- (g) if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, then either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge.

Section 8. Appeals.

Consideration by the Benefits Committee.

- (a) Upon written request, the decision of the Disability Pension Committee may be reviewed by the Benefits Committee of the Board of Trustees. The request for an appeal must be in writing and submitted through the Administrative Office, Southwest Service Administrators, Inc., 2400 West Dunlap Avenue, Suite 250, Phoenix, Arizona 85021.
- (b) The appeal must be submitted within 180 days from the date of receipt of the adverse benefit determination. The appeal may be rejected if it is not submitted within this 180-day period.
- (c) The request for an appeal must contain a concise statement of the reasons wherein the claimant believes the adverse benefit determination is in error, together with any documents or other written evidence the claimant wishes to be considered. If the claimant has a complaint, the full basis for such complaint, together with all the relief he is requesting, shall be set forth in the request. Additional written documentation may also be presented. The claimant may also request that he and/or his authorized representative be present at the Board of Trustees meeting. Reasonable notification of the meeting date and time will then be sent to the claimant who asks to appear. Additional evidence can be presented at the appeals hearing.
- (d) The claimant or his duly authorized representative shall be permitted to review relevant documents and submit issues and comments in writing. A document is “relevant” if it was: (1) relied upon in making the benefit determination; (2) was submitted to the Plan; (3) considered by the Plan; (4) generated in the course of making the benefit determination, without regard to whether it was relied upon in making the determination. In addition, a claimant shall be given, upon request, all documents, records or information demonstrating that the benefit determination is consistent with the Plan provisions and that the Plan provisions have been applied consistently with respect to similarly situated claimants.
- (e) In connection with the appeal, the Benefits Committee shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- (f) The Benefits Committee shall make a benefit determination no later than the date of the quarterly meeting of the Board of Trustees that immediately follows the Plan’s receipt of a request for an appeal, unless the request for an appeal is filed within 30 days preceding the date of such meeting. In such case, a benefit determination may be made by no later than the date of the second quarterly meeting of the Board of Trustees following the Plan’s receipt of the request for an appeal. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a benefit determination shall be rendered not later than the third quarterly meeting following the Plan’s receipt of the request for an appeal. If such an extension of time for review is required because of special circumstances, the Administrative Office shall notify the claimant in writing of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension.

- (g) The written decision of the Benefits Committee shall be furnished to the claimant within 5 calendar days following the decision.
- (h) If the decision of the Benefits Committee is adverse to the claimant, the notice of the decision shall set forth in a manner calculated to be understood by the claimant: (1) the specific reason or reasons for the denial; (2) reference to the specific Plan provisions on which the benefit determination is based; (3) a description of any additional material or information necessary for the claimant to perfect the claim and any explanation of why such material or information is necessary; (4) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim; (5) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, then a description of either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the claimant upon request; and (6) appropriate information as to the steps to be taken if the claimant wishes reconsideration of the Benefits Committee's decision, including a statement of the claimant's right to bring a civil action under ERISA following an adverse benefit determination on review.
- (i) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, then either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge.
- (j) The decision of the Benefits Committee shall also include the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

Consideration by the Appeals Committee.

- (a) If the claimant believes he is adversely affected by the decision of the Benefits Committee, the claimant or a duly authorized representative of his choice may file a request for an appeal to the Appeals Committee. The request for an appeal must be in writing and submitted through the Administrative Office, Southwest Service Administrators, Inc., 2400 West Dunlap Avenue, Suite 250, Phoenix, Arizona 85021. The appeal must be submitted within 60 days from the date of receipt of the Benefits Committee's decision. The appeal may be rejected if it is not submitted within this 60-day period.
- (b) The request for an appeal must contain a concise statement of the reasons wherein the claimant believes the adverse benefit determination is in error, together with any documents or other written evidence the claimant wishes to be considered. If the claimant has a complaint, the full basis for such complaint, together with all the relief he is requesting, shall be set forth in the request. Additional written documentation may also be presented. The claimant may also request that he and/or his authorized representative be present at the Appeals Committee meeting. Reasonable notification of the meeting

date and time will then be sent to the claimant who asks to appear. Additional evidence can be presented at the appeals hearing.

- (c) The appeal will be heard within ninety (90) days of the receipt of the request for the appeal unless special circumstances require an extension of that time. In that event, notice will be given to the applicant of the extension, which, in no event, shall be longer than an additional ninety (90) days.
- (d) The Appeals Committee, which consists of members of the Board of Trustees but not the same Trustees as make up the Benefits Committee, will then consider the appeal using the written application presented by the claimant and by hearing the appeal of the claimant who has requested a personal appearance at the Appeals Committee meeting.
- (e) The decision of the Appeals Committee shall be given in writing to the claimant and shall include specific reasons and references to pertinent Plan provisions or documents on which the decision is based. If the decision of the Appeals Committee is adverse to the claimant, the notice of the decision shall set forth in a manner calculated to be understood by the claimant: (1) the specific reason or reasons for the denial; (2) reference to the specific Plan provisions on which the benefit determination is based; (3) a description of any additional material or information necessary for the claimant to perfect the claim and any explanation of why such material or information is necessary; (4) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim; (5) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, then a description of either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the claimant upon request; and (6) appropriate information as to the steps to be taken if the claimant wishes reconsideration of the Benefits Committee's decision, including a statement of the claimant's right to bring a civil action under ERISA following an adverse benefit determination on review..
- (f) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, then either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge.
- (g) The decision of the Appeals Committee shall also include the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."
- (h) The decision of the Appeals Committee or of the Benefits Committee if no further appeal is filed shall be final and binding upon the claimant and any person claiming under the applicant.
- (i) This appeals procedure shall be the sole and exclusive procedure available to a claimant who is dissatisfied with any eligibility or claims decision of any kind relating to any non-disability pension benefit under the Plan.

- (j) These procedures must be followed in any appeal from decisions of the Trustees by Participants or survivors.
- (k) No claim, action or lawsuit may be brought by a Participant or other person claiming an entitlement under the Plan unless and until the Participant or claimant has exhausted his administrative remedies under the Plan, including an appeal to the Board of Trustees.
- (l) No claim, action or lawsuit may be brought in a court or other recognized tribunal by a Participant or other claimant after one year running from the date of a final determination on a claim or appeal, whether it be to deny benefits, interpret the Plan, establish benefits or requirements for benefits or otherwise rule on a claim or appeal brought by the Participant or claimant, unless otherwise provided by law.
- (m) Neither the Employers, the Union, nor any of the Trustees shall be liable for the failure or omission for any reason to pay any benefits under the Pension Plan, unless otherwise provided by law.

LUMP SUM PAYMENT IN LIEU OF MONTHLY PENSION

If the actuarial present value of the lifetime pension is \$5,000.00 or less, then the Trustees shall pay the pension only as a lump sum.

FEDERAL TAX WITHHOLDING

Benefits to be paid as a lump sum will be subject to mandatory 20% withholding for Federal Income Tax unless the individual to whom the payments are to be made elects to rollover such payments into another qualified retirement account. If you have any questions concerning the payment of benefits, you may call the Administrative Office, but you should consult with your own financial and/or tax advisor to select the best approach. **Neither the Board of Trustees nor the Administrative Office may give tax advice.**

SOME QUESTIONS AND ANSWERS ABOUT THE PLAN

Who are the Administrators of the Plan?

The Plan is administered by a Board of Trustees made up equally of representatives of the Union and of the Employers. The actions of the Board of Trustees in administering the Plan are governed by an Agreement and Declaration of Trust. This agreement between the Union and the Employer Association provides that all money contributed to the Fund or earned by the Fund can be used only for the purpose of providing pensions, in accordance with the Rules, for the employees covered by the Plan and for paying for the expenses of administering the Plan.

The full text of the Rules of the Plan are part of this booklet (beginning on page 67). The Trustees may amend or interpret these Rules from time to time. The Trustees will make every effort to assure that you are informed of any changes in the Plan. In the event of any inconsistency between the Rules and this summary, the Rules will prevail.

Who is Covered by the Plan?

The Plan covers only Employees of contributing Employers. Work done by any sole proprietor, partner, independent contractor or self-employed person is not covered by the Plan.

Do Benefits Under This Plan Affect Social Security Benefits?

No. Benefits under this Plan are in addition to benefits paid under Social Security.

Are Pension or Death Benefits Taxable?

Generally, yes. The benefits have been designed to qualify for the most favorable tax treatment available. You should contact the Internal Revenue Service or your tax advisor regarding your individual situation.

Can an Employee or Beneficiary Appeal if Benefits or other Rights under the Plan are Denied?

Yes. Any Employee or beneficiary who is denied a benefit or right or disagrees with the type or amount of benefits allowed, has the right to appeal to the Board of Trustees. The procedures for filing an appeal are explained on pages 32 through 42. Also see Article VII, Section 4 of the Plan.

Are Plan Documents Available to Employees or Beneficiaries?

Yes. Copies of the Plan, summary descriptions and a summary of the annual report are available for inspection at the office of the Board of Trustees during regular business hours. On written request, copies will be supplied by mail. Copies of the Trust Agreement, Collective Bargaining Agreement and the full annual report also are available for inspection. These documents, too, can be supplied by mail on written request but a reasonable fee may be charged. You should find out what the charge will be before sending your request.

May Pension Benefits be Assigned?

No. This is prohibited by the Plan. However, benefits will be paid in accordance with a qualified domestic relations order as required by Federal law. See page 23.

Must I retire when I reach age 65?

No. Retirement under this Plan is voluntary. However, Federal regulations require that pension payments commence no later than April 1 following the year in which you attain age 70½. You must apply for pension payments before you attain age 70½. If payments do not start by April 1 of the following year, then you may be subject to a 50% excise tax.

Am I eligible for Benefits if I am working outside the jurisdiction of Local Union No. 3?

You may be entitled to Benefits or rights for work performed outside the jurisdiction of Local No. 3 if timely application is made and the work area has a written reciprocity agreement with this Plan. You should contact the Administrative Office with any questions before starting such work.

* * * * *

The preceding material has been prepared to explain some of the most important provisions of the Plan. **Nothing in this explanation is intended to change in any way the Rules of the Plan itself.**

Your rights under this Plan can be determined only by the Rules of the Plan and in accordance with the procedures prescribed in the Plan. The full text of the Plan is included in this booklet, beginning on page 67.

Only the full Board of Trustees is authorized to interpret the Plan. No Union or Employer or any of their representatives is authorized to interpret the Plan or to act as an agent of the Board of Trustees.

If you have any questions about the Plan, contact the Administrative Office. The staff of the Administrative Office has up-to-date information on the operation of the Plan and on your rights and responsibilities under it. The staff is available to help you with any questions. Information from other sources is not official and may not be correct.

Official communications concerning the operation of the Plan must be in writing signed on behalf of the full Board of Trustees or, if expressly authorized by the full Board of Trustees, may be signed by the individual or entity acting as the Fund Administrator.

Address your inquiries to:

Arizona Bricklayers' Pension Trust Fund
Administrative Office
2400 West Dunlap Avenue, Suite 250
Phoenix, Arizona 85021

CHECKLIST: THINGS FOR YOU TO DO

Let us know where you are

Keep the Administrative Office informed of any change in your mailing address to make sure you get all our communications. You can contact the Administrative Office through the following contact information:

Arizona Bricklayers' Pension Trust Fund
Administrative Office
2400 West Dunlap Avenue, Suite 250
Phoenix, Arizona 85021
Phone: (602) 249-3582
Toll Free: (800) 474-3485
Fax: (602) 336-0895

If you leave Covered Employment

Check the section on Break in Covered Employment (pages 10 and 11). Bear in mind that if you are not vested, failure to earn sufficient Vesting Service over a number of years can cause you to lose all previously accrued credits and benefits. This does not apply if you have already achieved vested status. You cannot lose your rights to a Vested Pension which you have earned even if you leave Covered Employment permanently. Benefits earned after January 1, 2010 may be delayed, however, if you engage in Noncovered Employment after January 1, 2010. If you are uncertain about your status, you can ask the Administrative Office to review your record of employment under the Plan and advise you as to whether your credits are intact, and what you must do to avoid a Permanent Break in Covered Employment.

If your marital status changes

Inform the Administrative Office. See the section on the QJSA (pages 20 through 24).

If you become disabled

If you are disabled for 14 days or more, inform the Administrative Office of your disability because you may be entitled to Pension Credits while you are disabled.

If you are thinking about retirement

Get the information you need and file your application in plenty of time. You will need copies of certain documents such as birth certificate, marriage certificate, etc. The Administrative Office can tell you what is necessary for filing.

Keep your records

The accuracy and completeness of the records of your work in Covered Employment are important factors in determining eligibility. You can protect yourself by checking the work records you receive. You should keep pay vouchers, payroll check stubs and other evidence of employment you may receive.

Designate a Beneficiary

If you are not married, you should, for the protection of the person(s) to whom you want the Plan's Death Benefits to go, be sure that you have made your designated beneficiary known to the Administrative Office. If your beneficiary should die before you, or for any other reason you want to change your beneficiary, you should inform the Administrative Office of your new beneficiary immediately.

Any questions? Ask the Administrative Office

You should contact the Administrative Office about any questions you have concerning the Plan and your rights and benefits under it or about any disagreement or doubts you may have concerning your records. You may also check on your Pension Credits, Break in Covered Employment status, etc. Remember, only information received in writing and signed on behalf of the Trustees can be considered official.

INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

Information required by the Act, as specified in Section 102(b), and the corresponding Regulations issued by the Department of Labor.

1. The name and type of Plan.

Pension Plan for the Arizona Bricklayers' Pension Trust Fund.

The Plan is a qualified multiemployer defined benefit plan.

This is a collectively bargained, joint-trusteed labor-management Trust.

2. Internal Revenue Service Plan identification number and Plan number.

The Internal Revenue Service has issued a favorable determination regarding the Plan's tax-qualified status.

The Employer Identification Number (EIN) issued to the Board of Trustees is 51-6119487.

The Plan number is 001.

3. Name and address of the person designated as agent for the service of legal process.

Craig L. Keller, Esq.
Keller & Hickey, A Professional Corporation
2177 East Warner Road
Suite 103
Tempe, AZ 85284
(480) 755-4545

Service of legal process may also be made upon a Plan Trustee or the Plan Administrator.

4. Type of Administration; Name and address of the administrator.

The Board of Trustees is the Plan Administrator as that term is defined by ERISA §3(16). The Trustees have engaged the third party administrator named below to perform the routine administration of the Plan and the Trust.

Southwest Service Administrators, Inc.
2400 West Dunlap Avenue, Suite 250
Phoenix, Arizona 85021
Phone: (602) 249-3582
Toll Free: (800) 474-3485
Fax: (602) 336-0895

The mailing address of the Board of Trustees is the same as that of the third-party administrator.

5. Names and addresses of the Trustees.

Management Trustees

Kevin Hotchkiss
Arizona Historic Masonry, L.L.C.
P.O. Box 2635
Mesa, Arizona 85214

Scott Huff
Huff & Sons Construction
14301 North 87th Street, Suite 205
Scottsdale, AZ 85260

Steve Mayher
M.A.G. Construction, Inc.
770 North Monterey Street, Suite B
Gilbert, AZ 85233

Union Trustees

James Cahill
B.A.C. Union Local No. 3 of Arizona
3117 North 16th Street
Phoenix, AZ 85016-7677

Michael Huff
1020 South Helms Circle
Mesa, AZ 85204

William Rodia
4728 East Vernon Avenue
Phoenix, AZ 85008

James Vogel
830 North 105th Street
Mesa, AZ 85207

6. Collective Bargaining Agreement and Employer information.

Contributions to the Plan are made pursuant to a Collective Bargaining Agreement entered into between the Bricklayers and Allied Craftsmen International Union of Arizona No. 3 and the Arizona Masonry Contractors Association. Upon written request to the Plan Administrator, Participants and beneficiaries may obtain a copy of the Collective Bargaining Agreement and a complete list of employers and employee organizations sponsoring the Plan. These documents are also available for examination by Participants and beneficiaries as required by Labor Regulations §§ 2520.104b-1 and 2520.104b-30.

7. Source of Contributions and Identity of Funding Medium.

You may obtain a complete list of the employers and employee organizations sponsoring the plan upon written request to the Board of Trustees. The list is available for inspection by participants and beneficiaries at the Administrative Office.

You may also obtain from the Board of Trustees, upon written request, information as to whether a particular employer or employee organization is a sponsor of the plan and, if the employer or employee organization is a plan sponsor, the sponsor's address.

Benefits are provided directly from the Fund's assets, which are accumulated under the provisions of the Agreement and Declaration of Trust. The Fund's assets and reserves are held by Wells Fargo Bank as custodial agents, with asset management by Frontier Partners, Intech-Enhanced Investment Technologies, NWQ Investment Management, and Rothschild Asset Management.

8. Recordkeeping Period and Plan Year.

The Plan Year is January 1 through December 31 of the calendar year. The Plan Year is the computation period for vesting, benefit accrual, and breaks in covered employment. Financial records are also based on the calendar year beginning January 1 and ending December 31.

9. Eligibility for participation and benefits.

The Plan's requirements with respect to eligibility for participation and benefits are described on pages 3 through 42 of the summary plan description in this booklet, and are set forth in Articles II, III, III-A, IV, V, VI and VII of the Rules of the Plan.

10. Description of provisions for non-forfeitable pension benefits.

A Participant achieves vested status in accordance with the provisions of Article VI, Section 5 of the Plan, or by attaining Normal Retirement Age. See pages 2 and 8.

11. Procedure to Follow for Filing a Claim or Appeal.

See pages 32-34 for the procedure for filing a non-disability claim for benefits under the Plan, and see pages 36-38 regarding disability claims. Also see pages 30 and 31.

See pages 34-36 for the procedure for filing an appeal for any decision of the Trustees regarding non-disability claims, and pages 39-42 regarding an appeal regarding a disability claim.

12. Normal Retirement Age.

Normal Retirement Age under the Plan is 65 or, if later, an applicable anniversary date. The anniversary date is the earlier of (1) the 10th anniversary of participation in the Plan, or (2) the 5th anniversary of participation in the Plan counting only service on and after January 1, 1988.

In order to become vested by attaining Normal Retirement Age, you must be an Active Participant. Refer to the description of the Special Normal Retirement Age Vested Pension on page 19.

13. A description of joint and survivor benefits.

The provisions of the Qualified Joint and Survivor Annuity (QJSA), which provides a lifetime benefit for an eligible surviving spouse, are set forth in Article IV of the Plan. Also see pages 20 through 24 of the summary plan description in this booklet. The provisions of the Qualified Optional Survivor Annuity (QOSA), which, if you are married, allows you to elect to receive 50% Joint and Survivor Annuity instead of the 100% Qualified Joint and Survivor Annuity, are set forth on page 20 of this Summary Plan Description.

14. Description of circumstances which may result in disqualification, ineligibility, denial or loss of benefits.

Refer to Article II of the Plan and page 3 of this summary with regard to the requirements to participate in the Plan.

Refer to Article III generally and pages 12 through 19 of this summary with regard to the eligibility requirements for the types of pensions available under this Plan.

Refer to Article III, Section 16 of the Plan and page 9 of this summary with regard to Separation from Covered Employment (also see pages 59 and 60 of this booklet).

Refer to Article III, Section 6 of the Plan and page 16 of this summary with regard to a Participant's ineligibility to receive any Disability Pension Benefit due to the performance of Noncovered Employment.

Refer to Article III, Section 10 of the Plan and pages 17-18 of this summary with regard to a Disability Pensioner's loss of entitlement to Social Security Disability Benefits.

Refer to Article IV, Section 7 and pages 20 through 24 of this summary with regard to limitations on the Qualified Joint and Survivor Annuity.

Refer to Article V, Section 1 of the Plan and pages 25 through 26 of this summary with regard to the loss of entitlement to death benefits. No Death Benefit, other than the Qualified Pre-retirement Survivor Annuity or the available post-retirement 36-month certain period for benefits accrued before January 1, 2010, will be payable if you engage in Noncovered Employment on or after January 1, 2010.

Refer to Article VI, Section 2 and pages 10 to 11 of this summary with regard to the loss of the right to restore Pension Credits due to the performance on Noncovered Employment.

Refer to Article VI, Section 6 of the Plan and pages 10 and 11 of this summary with regard to the rules on One Year Breaks in Covered Employment, and Permanent Breaks in Covered Employment.

Refer to Article VII, Section 1 of the Plan and pages 12-19 and 30-31 of this summary with regard to the requirement of advance written application for benefits.

Refer to Article IV, Section 7(d), Article VII, Section 2, and Article VII, Section 10(d) of the Plan with regard to the Trustees' power to recoup, offset, or recover overpayments made by the Fund due to a false statement that was material to a claim for benefits, or due to error.

Refer to Article VII, Section 5(c) of the Plan and pages 13-14 of this summary with regard to the offset of the value of accruals after Normal Retirement Age against the value of the actuarial adjustment for non-suspendible months, as part of the Plan's method for calculating a delayed retirement benefit.

Refer to Article VII, Section 6 of the Plan with regard to non-duplication of pension entitlement.

Refer to Article VII, Section 7 of the Plan and page 43 of this summary with regard to certain benefits that are subject to mandatory cashout, as a consequence of which, forms of payment that would otherwise be available are not permitted.

Refer to Article VII, Section 8 of the Plan and page 27 of this summary with regard to prohibited employment for Pensioners and the Plan's definition of "retirement".

Refer to Article VII, Section 9 of the Plan and page 28-29 of this summary with regard to suspension or delay of pension payments for prohibited employment and/or failure of a Pensioner to notify the Plan of a return to suspendible employment.

Refer to Article I, Section 29 and Article XI, Section 3 of the Plan with regard to the maximum compensation that may be taken into account for plan purposes, as provided by section 401(a)(17) of the Internal Revenue Code. For years beginning after December 31, 2008, Compensation shall include military differential wage payments (as defined in section 3401(h) of the Internal Revenue Code).

Refer to Article IX of the Plan and pages 53-54 of this summary with regard to plan termination.

The maximum annual benefit payable by the Plan is limited by section 415 of the Internal Revenue Code. That section imposes an annual dollar limit on the benefits that may be payable from a qualified trust. For 2012, that limit is \$200,000. The flat dollar amount is further reduced if benefits start earlier than Social Security normal retirement age or are paid in a form other than a single life annuity or a QJSA. This limit is adjusted periodically to reflect changes in the cost of living.

If the annual retirement benefit exceeds the maximum benefit permitted, the retired employee's benefit will be reduced to the limit then in effect. In following years, as cost of living increases raise the limits on benefits, payments may be increased. Refer to Article VII, Section 15 and Article XI, Section 2 of the Plan.

15. Plan Termination.

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 1-800-736-2444 (toll free) or 202-326-4242 (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 202-326-4242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

16. Summary of Plan provisions governing the allocation and disposition of assets of the Plan upon termination.

The Plan provides that benefits accrued to the date of the termination, partial termination or discontinuance will be vested to the extent they are funded by Plan assets. If the Plan assets are sufficient to fully fund all benefits, your benefits will be paid to you in the normal way except that they may come from an annuity policy issued by an insurance company.

The Plan also provides that the Trustees shall take steps needed to comply with ERISA Sections 4041A and 4281. Thus, if assets are not sufficient to fully fund all benefits accrued to the date of termination, the Plan may not pay death benefits for deaths after the termination date or new disability Pension awards. In addition, pension awards might have to be reduced or suspended if the Plan terminates by a mass withdrawal of all employers and assets are not sufficient to fund all accrued benefits.

Examples of benefits that are subject to reduction or elimination include benefits that were not vested under the Plan on the date of termination, and benefits and benefit increases in effect for less than 60 months.

If the Plan terminates and becomes insolvent, the PBGC will pay the benefits at the level provided by law.

17. Summary of Plan provisions governing the authority of the Trustees to terminate the Plan.

The terms of the Plan give the Trustees authority to amend, discontinue or terminate the Plan in whole or in part. However, no amendment may decrease the benefit of any Participant except:

- (a) To the extent required to comply with the Internal Revenue Code or ERISA; or
- (b) To the extent the amendment meets the hardship exception of ERISA § 302(c)(8) and Internal Revenue Code § 412(c)(8).

18. Statement of ERISA Rights.

As a participant in the Pension Plan for the Arizona Bricklayers' Pension Trust Fund, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974. ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits.

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.

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.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65, or, if later, an applicable anniversary date) 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. 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, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

* * * *

IMPORTANT: No Local Union, Local Union Officer, Business Agent, Local Union Employee, Employer or Employer Representative or Administrative Office personnel, consultant or attorney is authorized to speak for, or on behalf of, or to commit the Trustees of this Plan on any matter relating to the Plan without the express authority of the Board of Trustees.

Only the Board of Trustees of the Plan has the authority to determine eligibility for benefits and the right to participate in the Plan, including the manner in which hours are credited, eligibility for any benefit, discontinuance of benefits, status as a covered or non-covered Employee, the level of benefits, and the interpretation and application of the Rules.

Additional Information

This Summary Plan Description replaces and supersedes all previous Summary Plan Descriptions issued by the Arizona Bricklayers' Pension Trust Fund. The Trustees are vested with broad discretion to determine eligibility for benefits and to construe the terms of this Plan and the Summary Plan Description. Decisions made by the Trustees and the Plan's administrator, should receive judicial deference to the extent that such decisions do not constitute an abuse of discretion. Plan Participants, beneficiaries, employer representative, or employer that has an obligation to contribute to the Plan, upon written request to the Administrator, may obtain certain actuarial and financial information, subject to specific limitations set forth in federal law. *See* ERISA 101(k)(1).

Offer of Assistance for Non-English Speaking Participants:

Este folleto contiene un resumen en inglés de sus derechos y beneficios del Plan con el Arizona Bricklayers' Pension Trust Fund ("Trust Fund"). Si tiene alguna dificultad para entender cualquier parte de este folleto, contacte por escrito al Fondo a la dirección:

Arizona Bricklayers' Pension Trust Fund
Administrative Office
2400 West Dunlap Avenue, Suite 250
Phoenix, Arizona 85021

Usted también puede llamar al Fondo al (602) 249-3582 / (800) 474-3485 para obtener asistencia. El horario de oficina es de 8:30 a.m. a 5:00 p.m., de lunes a viernes.

CHART 1: HISTORICAL OVERVIEW OF PENSION CREDIT

PAST SERVICE CREDIT FOR BRICKLAYERS (before 1/1/60)

In order to receive Past Service Credit, a Bricklayer must have at least one quarter of Future Service Credit (FSC) earned between January 1, 1960 and December 31, 1961. Past Service Credit is earned according to Schedule 1 (see below), up to a maximum of twenty five years.

FUTURE SERVICE CREDIT (FSC) FOR BRICKLAYERS (on and after 1/1/60)

1/1/60-12/31/62	FSC is earned according to Schedule 1 (see below).
1/1/63-12/31/84	FSC is earned according to Schedule 3 (see below).
1/1/85 and after	FSC is earned according to Schedule 4 (see below).

PAST SERVICE CREDIT FOR TILELAYERS (before 7/1/65)

In order to receive Past Service Credit, a Tilelayer must have at least one quarter of Future Service Credit earned between July 1, 1965 and December 31, 1966. Past Service Credit is earned according to Schedule 1 (see below), up to a maximum of twenty-five years.

FUTURE SERVICE CREDIT (FSC) FOR TILELAYERS (on and after 7/1/65)

7/1/65-12/31/75	FSC is earned according to Schedule 1 (see below).
1/1/76-12/31/78	FSC is earned according to Schedule 2 (see below).
1/1/79-12/31/84	FSC is earned according to Schedule 3 (see below).
1/1/85 and after	FSC is earned according to Schedule 4 (see below).

PENSION CREDIT SCHEDULES

Hours Worked in Covered Employment in a Calendar Year

<u>Pension Credit</u>	<u>Schedule 1</u>	<u>Schedule 2</u>	<u>Schedule 3</u>
None	0-349 hours	0-333 hours	0-299 hours
One Quarter	350-699	334-666	300-599
Two Quarters	700-1049	667-999	600-899
Three Quarters	1050-1399	1000-1333	900-1199
One Year	1400 or more	1334 or more	1200 or more

<u>Pension Credit</u>	<u>Schedule 4</u>
None	0-299 hours
3/12	300-399
4/12	400-499
5/12	500-599
6/12	600-699
7/12	700-799
8/12	800-899
9/12	900-999
10/12	1000-1099
11/12	1100-1199
One Year	1200 or more

CHART 2: HISTORICAL OVERVIEW OF BENEFIT FACTORS FOR BRICKLAYERS

Note - All Factors are expressed in terms of monthly benefit (in dollars) per Pension Credit.

PERIOD DURING WHICH CREDIT WAS EARNED

<u>DATE PENSION IS EFFECTIVE</u>	<u>PRIOR TO 1/1/1960</u>	<u>1/1/1960 TO 12/31/1977</u>	<u>ON & AFTER 1/1/1978</u>
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1/1/76 to 8/31/78	\$7.75	\$9.00	\$9.00
9/1/78 to 6/30/79	7.75	10.00	13.00
7/1/79 to 12/31/80	7.75	13.00	18.00
1/1/81 to 12/31/82	7.75	22.00	25.00
1/1/83 to 12/31/83	7.75	26.00	29.00
1/1/84 to 12/31/87	7.75	36.00	39.00

<u>DATE PENSION IS EFFECTIVE</u>	<u>PRIOR TO 1/1/1960</u>	<u>1/1/1960 TO 12/31/1977</u>	<u>1/1/1978 TO 12/31/1987</u>	<u>ON & AFTER 1/1/1988</u>
--------------------------------------	------------------------------	-----------------------------------	-----------------------------------	------------------------------------

1/1/1988 to 12/31/1988	7.75	38.00	40.00	39.00
1/1/1989 to 12/31/1989	10.75	41.00	43.00	39.00
1/1/1990 to 12/31/1990	10.75	43.00	45.00	39.00
1/1/1991 to 12/31/1991	10.75	43.00	46.25	39.00
1/1/1992 to 12/31/1992	13.75	44.00	47.25	40.00
1/1/1993 to 11/30/1997	13.75	46.00	50.25	43.00

<u>DATE PENSION IS EFFECTIVE</u>	<u>PRIOR TO 1/1/1960</u>	<u>1/1/60 TO 12/31/1977</u>	<u>1/1/78 TO 12/31/1993</u>	<u>ON & AFTER 1/1/1994</u>
--------------------------------------	------------------------------	---------------------------------	---------------------------------	------------------------------------

12/1/1997 to 11/30/1998	13.75	50.00	54.25	43.00
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<u>DATE PENSION IS EFFECTIVE</u>	<u>PRIOR TO 1/1/1960</u>	<u>1/1/60 TO 12/31/1995</u>	<u>ON & AFTER 1/1/1996</u>
--------------------------------------	------------------------------	---------------------------------	------------------------------------

12/1/1998 to 12/31/2003	13.75	61.00	43.00
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<u>DATE PENSION IS EFFECTIVE</u>	<u>PRIOR TO 1/1/1960</u>	<u>1/1/60 TO 12/31/1995</u>	<u>1/1/96 TO 12/31/2003</u>	<u>ON & AFTER 1/1/2004</u>
--------------------------------------	------------------------------	---------------------------------	---------------------------------	------------------------------------

1/1/2004 to 6/30/2008	13.75	61.00	43.00	30.00
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<u>DATE PENSION IS EFFECTIVE</u>	<u>PRIOR TO 1/1/1960</u>	<u>1/1/60 TO 12/31/1995</u>	<u>1/1/96 TO 12/31/2006</u>	<u>ON & AFTER 1/1/2007</u>
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On and after 1/1/2007	13.75	61.00	43.00	30.00
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Note that the value of benefits earned prior to a Separation from Covered Employment, if any, will be calculated in accordance with the factors in effect at the time the Separation was incurred.

CHART 3: HISTORICAL OVERVIEW OF BENEFIT FACTORS FOR TILELAYERS

Note - All Factors are expressed in terms of monthly benefit (in dollars) per Pension Credit.

PERIOD DURING WHICH CREDIT WAS EARNED

<u>DATE PENSION IS EFFECTIVE</u>	<u>PRIOR TO 7/1/1965</u>	<u>7/1/1965 TO 12/31/1978</u>	<u>ON & AFTER 1/1/1979</u>
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1/1/1979 to 6/30/1979	\$6.00	\$6.00	\$13.00
7/1/1979 to 12/31/1980	6.00	9.00	18.00
1/1/1981 to 12/31/1982	6.00	18.00	25.00
1/1/1983 to 12/31/1983	6.00	22.00	29.00
1/1/1984 to 12/31/1987	6.00	32.00	39.00

<u>DATE PENSION IS EFFECTIVE</u>	<u>PRIOR TO 7/1/1965</u>	<u>7/1/65 TO 12/31/1978</u>	<u>1/1/79 TO 12/31/1987</u>	<u>ON & AFTER 1/1/1988</u>
--------------------------------------	------------------------------	---------------------------------	---------------------------------	------------------------------------

1/1/1988 to 12/31/1988	6.00	34.00	40.00	39.00
1/1/1989 to 12/31/1989	9.00	37.00	43.00	39.00
1/1/1990 to 12/31/1990	9.00	39.00	45.00	39.00
1/1/1991 to 12/31/1991	9.00	39.00	46.25	39.00
1/1/1992 to 12/31/1992	12.00	40.00	47.25	40.00
1/1/1993 to 11/30/1997	12.00	42.00	50.25	43.00

<u>DATE PENSION IS EFFECTIVE</u>	<u>PRIOR TO 7/1/1965</u>	<u>7/1/1965 TO 12/31/1978</u>	<u>1/1/1979 TO 12/31/1993</u>	<u>ON & AFTER 1/1/1994</u>
--------------------------------------	------------------------------	-----------------------------------	-----------------------------------	------------------------------------

12/1/1997 to 11/30/1998	12.00	46.00	54.25	43.00
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<u>DATE PENSION IS EFFECTIVE</u>	<u>PRIOR TO 7/1/1965</u>	<u>7/1/1965 TO 12/31/1995</u>	<u>ON & AFTER 1/1/1996</u>
--------------------------------------	------------------------------	-----------------------------------	------------------------------------

12/1/1998 to 12/31/2003	12.00	61.00	43.00
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<u>DATE PENSION IS EFFECTIVE</u>	<u>PRIOR TO 1/1/1960</u>	<u>1/1/60 TO 12/31/1995</u>	<u>1/1/96 TO 12/31/2003</u>	<u>ON & AFTER 1/1/2004</u>
--------------------------------------	------------------------------	---------------------------------	---------------------------------	------------------------------------

1/1/2004 to 6/30/2008	13.75	61.00	43.00	30.00
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<u>DATE PENSION IS EFFECTIVE</u>	<u>PRIOR TO 7/1/1965</u>	<u>7/1/65 TO 12/31/1995</u>	<u>1/1/96 TO 12/31/2006</u>	<u>ON & AFTER 1/1/2007</u>
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On and after 7/1/2008	12.00	61.00	43.00	30.00
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Note that the value of benefits earned prior to a Separation from Covered Employment, if any, will be calculated in accordance with the factors in effect at the time the Separation was incurred.

CHART 4: HISTORICAL OVERVIEW OF RETIREE INCREASES ON AND AFTER JANUARY 1, 1983

Note – Each retiree increase, as shown below, was applicable only to pensions that became effective **before** the month in which the increase became effective.

<u>DATE INCREASE WAS EFFECTIVE</u>	<u>AMOUNT OF INCREASE</u>
-----------------------------------------------	--------------------------------------

1/1/1983	10%
1/1/1984	10%
1/1/1988	5%
1/1/1989	5%
1/1/1992	4%
1/1/1993	3.5%
12/1/1997	4%*
12/1/1998	4%
7/1/2008	3%

* In addition to the 4% increase, a thirteenth check, effective December 1, 1997, was granted to Pensioners and beneficiaries who were on the rolls as of November 30, 1997.

The prior retiree increases, as shown above, should not be considered a guarantee of similar benefits or increases with respect to future years. Future retiree increases or thirteenth checks would only become payable based on the Trustees' discretion and review.

EXAMPLES OF PENSION COMPUTATIONS

1. REGULAR PENSION (Also see page 12)

A Bricklayer, age 65, applies for benefits indicating that his last day worked will be in December 2012, and he wants to establish his Annuity Starting Date (see pages 1 and 31) on January 1, 2013. He has no Past Service Credit and 23 years of Future Service Credit. Assume that, over the years, he earned his Credits as follows:

Before 1/1/1960	0 Credits
1/1/1960 to 12/31/1995	8 Credits
1/1/1996 to 12/31/2006	10 Credits
1/1/2006 and after	5 Credits

This retiree's pension becomes effective January 1, 2013, so the current factors are in effect. (See page 13). His monthly benefit, in single-life form, is calculated as follows:

8 Credits x \$61.00/Credit	= \$	488.00
10 Credits x \$43.00/Credit	= \$	430.00
5 Credits x \$30.00/Credit	= \$	<u>150.00</u>
	\$	<u>1,068.00</u> monthly Regular Pension

Remember that different factors apply depending on when the pension commences, and depending on whether the Participant is a Bricklayer or a Tilelayer (although, since January 1, 1979, Bricklayers and Tilelayers have accrued benefits at the same rate). See pages 59 (for Bricklayers) and 60 (for Tilelayers) for a complete history of the pension factors in effect at various times.

The Regular Pension amount could also be affected by a Separation from Covered Employment (see page 9), a Break in Covered Employment (see pages 10 and 11), or reduction for the QJSA (see pages 20 through 24). Benefits associated with credits earned after January 1, 2010, are also delayed pursuant to Article VII, if the Participant engaged in Noncovered employment after January 1, 2010.

2. EARLY RETIREMENT PENSION (Also see page 15)

A Participant, age 61 years and 6 months, retires with a January 1, 2013 Annuity Starting Date. Assume, based on his accumulated Pension Credits, that if he waited until he was 65 and retired on a Regular Pension with the same service, he would be eligible for a monthly payment of \$1,000.00. But he is taking Early Retirement, and so his monthly benefit will be reduced for age. Because this retiree is 60 or older on the effective date of his Early Retirement Pension, his reduction for age will be **1/12 of 1%** for each month by which he is younger than 65 on his effective date. At 61 years 6 months, he is 42 months younger than age 65; therefore, his monthly amount will be reduced as follows:

$$\begin{aligned} 42 \text{ months} \times 1/12 \text{ of } 1\% \text{ per month} &= 3.5\%; \text{ or, more simply, } 42/12 = 3.5 \\ 100\% - 3.5\% &= 96.5\% \\ \$1,000.00 \times 96.5\% &= \$965.00 \text{ monthly Early Retirement Pension} \end{aligned}$$

For retirees who are younger than 60 on the Annuity Starting Date of their Early Retirement Pension, remember that the Early Retirement reduction is calculated differently. Retirees younger than 60 are subject to a 1% per year reduction for the five-year period from age 60 to 65, and are subject to a reduction of **1/6 of 1%** for each month by which they are younger than 60.

If we assume that the retiree in the above example is age 58 years and 0 months (which is 84 months younger than age 65, and 24 months younger than age 60), then his monthly amount would be reduced as follows:

$$\begin{aligned} &\text{There is a 5\% reduction for the five-year period from age 60-65} \\ 24 \text{ months} \times 1/6 \text{ of } 1\% \text{ per month} &= 4\%; \text{ or, more simply, } 24/6 = 4 \\ 5\% + 4\% &= 9\% \text{ is the total reduction} \\ 100\% - 9\% &= 91\% \\ \$1,000.00 \times 91\% &= \$910.00 \text{ monthly Early Retirement Pension} \end{aligned}$$

The Early Retirement Pension amount could also be affected by a Separation from Covered Employment (see page 9), a Break in Covered Employment (see pages 10 and 11), or reduction for the QJSA (see pages 20 through 24). Benefits associated with credits earned after January 1, 2010, are also delayed pursuant to Article VII, if the Participant engaged in Noncovered employment after January 1, 2010.

3. QUALIFIED JOINT AND SURVIVOR ANNUITY (QJSA) (Also see pages 20 through 24)

Assume that the Bricklayer in Example 1 is married, that he and his spouse do not reject the QJSA, and that the spouse is two years younger than the Participant. Remember, his monthly benefit before adjustment for the QJSA was \$1,068.00.

Non-Disability Pension

QJSA Reduction Factor = 89% minus .4% per year spouse is younger or plus .4% per year spouse is older; in this example spouse is 2 years younger.

$$\begin{aligned} 2 \times .4\% &= .8\% \\ 89\% - .8\% &= 88.2\% \\ \$1,068.00 \times 88.2\% &= \$941.98 \\ \text{rounded up to the next } \$.50, &\text{ **\$942.00** is the pensioner's lifetime monthly amount.} \end{aligned}$$

Remember that if the Annuity Starting Date (see pages 1 and 31) of your pension is on or after December 1, 1998, then upon your death your surviving spouse would receive a lifetime monthly benefit equal to 100% of the monthly benefit you were receiving at the time of your death.

If you chose the 50% QOSA, then your monthly payment and your spouse's survivor benefit would be calculated as follows:

$$\begin{aligned} 2 \times .3\% &= .6\% \\ 98\% - .6\% &= 97.4\% \\ \$1,068.00 \times 97.4\% &= \$1,040.23 \\ \text{rounded up to the next } \$.50, &\text{ **\$1,040.50** is the pensioner's lifetime monthly amount and,} \\ \$1,040.50 \times 50\% &= \text{**\$520.50** would be the surviving spouse's lifetime monthly amount.} \end{aligned}$$

Disability Pension

Assume that a retiree, age 56, is eligible for a Disability Pension, is married, that he and his spouse do not reject the QJSA, and that the spouse is one year older than the Participant. Assume that the monthly amount of the Disability Pension, before reduction for the QJSA, is \$1,290.00.

QJSA Reduction Factor = 79% minus .4% per year spouse is younger or plus .4% per year spouse is older; in this example, the spouse is 1 year older.

$$\begin{aligned} 1 \times .4\% &= .4\% \\ 79\% + .4\% &= 79.4\% \\ \$1,290.00 \times 79.4\% &= \$1,024.26 \\ \text{rounded up to the next } \$.50, &\text{ **\$1,024.50** is the pensioner's lifetime monthly amount.} \end{aligned}$$

Remember that if the Annuity Starting Date (see pages 1 and 31) of your pension is on or after December 1, 1998, then upon your death your surviving spouse would receive a lifetime monthly benefit equal to 100% of the monthly benefit you were receiving at the time of your death.

If that retiree selected the 50% QOSA, then his monthly payment and his spouse's survivor benefit would be calculated as follows:

$$1 \times .3\% = .3\%$$

$$87.5\% + .3\% = 87.8\%$$

$$\$1,290.00 \times 87.8\% = \$1,132.62$$

Rounded up to the next \$.50, **\$1,133.00** is the pensioner's lifetime month amount and $\$1,133.00 \times 50\% = \textbf{\$566.50}$ would be the surviving spouse's lifetime monthly amount.

Pop-Up Feature

Note that if your spouse predeceases you, and your pension is being paid in QJSA or QOSA form when your spouse dies, then your monthly benefit will be increased to the amount that would have been payable to you if your pension were paid in the form of a Single Life Annuity with a 36-month certain period. This increase in monthly benefit, which is called a 'pop-up feature' applies to death of spouses occurring on or after January 1, 1999 for the QJSA, and to death of spouses occurring on or after January 1, 2009 for the QOSA.

4. PRE-RETIREMENT DEATH – 50% PRE-RETIREMENT SURVIVOR ANNUITY BEFORE AGE 55 (Also see pages 23 through 24)

Assume that a married Participant, 3 years older than his spouse, died in January 2013 at age 50. Assume that at the time of his death, he already had enough credit for a monthly benefit of \$1,000.00 if he had lived and retired at 65. The pre-retirement survivor annuity payable to his surviving spouse would be 100% of the monthly benefit that would have been payable to him (in the form of the Qualified Joint and Survivor Annuity, or QJSA) at age 55. At age 55, he would have been 120 months younger than age 65, and 60 months younger than age 60.

There is a 5% reduction for the five-year period from age 60-65
 $60 \text{ months} \times 1/6 \text{ of } 1\% \text{ per month} = 10\%$; or, more simply, $60/6 = 10$
 $5\% + 10\% = 15\% \text{ total reduction}$
 $100\% - 15\% = 85\%$
 $\$1,000.00 \times 85\% = \$850.00 \text{ monthly Early Retirement Pension}$

QJSA reduction = $89\% - 1.2\%$ (.4% for each year by which the spouse is younger) = 87.8%

$\$850.00 \times 87.8\% = \746.30
 \$746.50 is the amount that would have been payable to Participant at age 55 in QJSA form

The surviving spouse would receive a lifetime monthly benefit of **\$746.50**, commencing as of the first day of the month following the month in which the Participant would have attained age 55.

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**RULES AND REGULATIONS OF THE
PENSION PLAN FOR THE
ARIZONA BRICKLAYERS'
PENSION TRUST FUND**

**JANUARY 1, 2015 RESTATEMENT
OF THE PENSION PLAN FOR THE
ARIZONA BRICKLAYERS' PENSION TRUST FUND**

This document sets forth the Plan Document of the Pension Plan for the Arizona Bricklayers' Pension Trust Fund, as restated effective January 1, 2015. This document constitutes a restatement of, and a continuation of, the prior Plan, as set forth in the previous restatement and the amendments thereto, which became effective on various dates and are incorporated herein.

ARTICLE I. DEFINITIONS

Section 1. The term "Active Participant" means an Employee who meets the requirements for participation in the Plan and excludes a Pensioner, Beneficiary or Vested Participant who is not employed by a Contributing Employer.

Section 2. The term "Association" means Arizona Masonry Contractors Association, an association of Individual Employers, all of whose members employ Employees represented by the Union and who are obligated to make payments into this Fund.

Section 3. The term "Beneficiary" means a person (other than a Pensioner) who is:

- (a) Legally entitled to receive benefits under this Plan because of his or her designation for such benefits by an Active Participant, a Vested Participant or a Pensioner.
- (b) Legally entitled to and receiving or is entitled to receive benefits by operation of law.

Section 4. "Calendar Year" means the period from January 1 to the next December 31. For purposes of ERISA and ERISA regulations, the Calendar Year shall serve as the vesting computation period and benefit accrual computation period and after the initial period of employment or of re-employment following a break in Covered Employment, the computation period for eligibility to participate in the Plan.

Section 5. The term "Collective Bargaining Agreement" shall mean any written agreement entered into by the Union with any Individual Employer, as an Employer is defined in the Labor Management Relations Act of 1947, covering wages, rates of pay, hours of labor or other conditions of employment or any of them of employees represented for the purpose of collective bargaining by the Union and which agreement provides for payment by an Individual Employer into this Fund.

Section 6. "Continuous Employment". Two periods of employment are continuous if there is no quit, discharge or other termination of employment between the periods.

Section 7. The term "Covered Employment" means employment performed by an Employee as defined in Section 8 of this Article for a Contributing Employer.

Section 8. The term "Employee" means any Employee of an Individual Employer who is a member of the collective bargaining unit covered by a Collective Bargaining Agreement. The term shall also include:

- (a) The officers and Employees of the Union, the Association, the Phoenix Bricklaying Joint Apprenticeship Committee, the Masonry Industry Program of Arizona and the Arizona Masonry Guild, Inc.
- (b) A person employed by an Individual Employer in work classifications connected with the trade but not covered by a Collective Bargaining Agreement such as superintendents, assistant superintendents, general foremen, estimators, etc., who has been previously participating in the Fund while working at work classifications covered by a Collective Bargaining Agreement and for which contributions have been paid to and received by the Fund.
- (c) Any person regularly employed by the Fund in its administrative office or offices. For purposes of this Section, "regularly employed" shall mean any employee who performs at least 1,000 hours of work in Covered Employment in a Plan Year.

The term "Employee" shall not include any partner or sole proprietor of a business organization which is a Contributing Employer.

Section 9. The term "ERISA" means the Employee Retirement Income Security Act of 1974.

Section 10. The term "Future Service Credit" means periods of employment on and after January 1, 1960 credited in accordance with Article VI of this Plan.

Section 11. The terms "Individual Employer" or "Contributing Employer" mean any person or entity who is now or hereafter may be required by any Collective Bargaining Agreement or other agreement to make payments into this Fund or who does in fact make one or more payments into this Fund. An employer shall not be deemed an Individual Employer simply because he is part of a controlled group of corporations or of a trade or business under common control, some other part of which is an Individual Employer.

For purposes of identifying highly compensated employees and applying the rules on participation, vesting and statutory limits on benefits under the Fund but not for determining Covered Employment, the term "Employer" includes all corporations, trades or businesses under common control with the Employer within the meaning of Internal Revenue Code §414(b) and (c), all members of an affiliated service group with the Employer within the meaning of Internal Revenue Code §414(m) and all other businesses aggregated with the Employer under Internal Revenue Code §414(o).

Section 12. Effective January 1, 1988, the term Normal Retirement Age shall mean the later of:

- (a) age 65 or
- (b) the earlier of:

- (1) the 5th anniversary of the time a Plan Participant commenced participation in the Plan, disregarding participation before January 1, 1988, or
- (2) the 10th anniversary of the time a Plan Participant commenced participation in the Plan.

Participation before a permanent break in Covered Employment, as defined in Article VI of this Plan, shall be disregarded in applying this subsection.

Section 13. The term “Participant” means an Active Participant, a Pensioner, a Beneficiary or a Vested Participant.

Section 14. The term “Past Service Credit” means periods of employment prior to January 1, 1960 to the extent credited in accordance with Article VI of this Plan.

Section 15. The term “Pension Credit” means the years of employment which are accumulated and maintained for Employees in accordance with Article VI of this Plan for benefit accrual purposes.

Section 16. The term “Pensioner” means a person to whom a pension is being paid under this Plan or to whom a pension would be paid but for the time required for administrative processing. A Pensioner who has returned to Covered Employment and is accruing benefits on the same basis as other Employees as of the effective date of a benefit increase shall not be considered a Pensioner for purposes of that benefit increase.

Section 17. The terms “Pension Fund” or “Fund” mean the Fund created and established pursuant to the Trust Agreement.

Section 18. The terms “Pension Plan” or “Plan” mean this Pension Plan and any modification, amendment, extension or renewal thereof.

Section 19. The term “Hour of Service” shall mean:

- (a) Each hour for which an Employee is paid or entitled to payment, directly or indirectly by an Employer for the performance of duties. Such hours shall be credited to the computation period in which the duties are performed.
- (b) In conformance with D.O.L. Regulations Sections 2530.200b and 2530.200b-3, each hour for which an Employee is paid or entitled to payment, directly or indirectly, by an Employer for a period of time during which no duties are performed, excluding any time compensated under a worker’s compensation or unemployment compensation or disability insurance law. Such hours shall be credited to the computation period in which the period during which no duties are performed occurs. No more than 301 Hours of Service shall be credited under this Subsection (b) in any continuous period. Two periods of paid non-Work shall be deemed to be continuous if they are compensated for the same reason and are not separated by at least 90 days.
- (c) Each hour for which back-pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer. Such hours shall be credited to the computation period to

which the award or agreement pertains. In no event will hours be credited under this Subsection (c) if they are credited under Subsection (a) or Subsection (b).

Section 20. The term "Spouse" means the person to whom a Participant is married, provided the jurisdiction in which the marriage was performed recognizes the marriage as valid. For purposes of this Section, the term "jurisdiction" may refer to any of the fifty states of the United States, to the District of Columbia, to the territories of the United States, or to a foreign country.

Section 21. The term "Trust Agreement" means the Trust Agreement establishing the Arizona Bricklayers' Pension Trust Fund, dated as of January 1, 1960, including any modification, amendment, extension or renewal thereof.

Section 22. The terms "Trustee" or "Board" or "Board of Trustees" mean those Trustees appointed to administer the Pension Plan under the provisions of the Trust Agreement.

Section 23. The term "Union" means the B.A.C.I.U. of A., No. 3, formerly known as B.M.P.I.U. of A., No. 3, a labor organization, as defined in the Labor Management Relations Act.

Section 24. The term "Vested Participant" means an Employee who has qualified for a vested status in accordance with the provisions of Article VI, Section 5.

Section 25. A period of "Work" means a period in which an Employee performed services and for which he was paid or entitled to payment by the Individual Employer.

Section 26. "Year of Participation" means, for purposes of compliance with Regulation 2530 of the Department of Labor, a Calendar Year after December 31, 1975 during which a Participant performs 2000 hours of Work in Covered Employment.

Section 27. Annuity Starting Date.

- (a) Subject to section (b), below, a Participant's Annuity Starting Date is the first day of the first calendar month starting after the Participant has fulfilled all of the conditions for entitlement to benefits and after the later of the Participant's submission of a completed application for benefits, or 30 days after the Plan advises the Participant of the available benefit payment options, unless
- (1) the benefit is being paid as a Husband-and-Wife Pension at or after the Participant's Normal Retirement Age,
 - (2) the benefit is being paid out automatically as a lump sum under Article VII, Section 7, or
 - (3) the Participant and Spouse (if any) consent in writing to the commencement of payments before the end of that 30-day period. Consent of the Participant and Spouse to the commencement of benefits before the end of the 30-day minimum notice period will be valid as long as the following conditions are satisfied:

- (A) the Participant is informed of the right to take up to 30 days to consider whether to waive the Husband-and-Wife Pension and consent to one of the alternate forms of benefit allowed by the Plan,
 - (B) the Participant is given at least 7 days to change his/her mind and cancel an election to waive the Husband-and-Wife Pension options,
 - (C) distribution of the benefits begins more than 7 days after the written explanation was provided to the Participant and Spouse.
- (b) The Annuity Starting Date shall not be later than the Participant's Required Beginning Date as defined in Article VII, Section 5(b).
 - (c) The Annuity Starting Date for a Beneficiary or alternate payee shall be determined under subsections (a) and (b), except that references to the Husband-and-Wife Pension and spousal consent do not apply.
 - (d) A Participant who retires before his or her Normal Retirement Age and then earns additional benefit accruals under the Plan through reemployment shall have a separate Annuity Starting Date determined under subsection (a) with respect to those additional accruals, except that an Annuity Starting Date that is on or after Normal Retirement Age shall apply for any additional benefits accrued through reemployment after that date.

Section 28. Highly Compensated Employee.

- (a) The term "Highly Compensated Employee" includes highly compensated active employees and highly compensated former employees of an Employer. Whether an individual is a highly compensated employee is determined separately with respect to each Employer, based solely on that individual's Compensation from or status with respect to that Employer.
- (b) A Highly Compensated Employee is any employee who:
 - (1) was a 5-percent owner of the Employer at any time during the year or the preceding calendar year, or
 - (2) for the preceding calendar year
 - (A) had Compensation from the Employer in excess of \$80,000 (as adjusted annually for increases in the cost-of-living in accordance with regulations prescribed by the Secretary of the Treasury), and
 - (B) was in the top-paid group of employees of such Employer for such preceding calendar year. For this purpose, the top-paid group of employees shall consist of the top 20 percent of the employees when ranked on the basis of Compensation paid during such year.

Section 29. Compensation. "Compensation" with respect to any Participant means compensation from an Employer that is currently includible in gross income, as provided for

under section 414(s) of the Code, and as reported on IRS Form W-2 and as defined in Treasury Regulation § 1.415(c)-2(d)(4).

(a) "Compensation" shall also be subject to the following rules:

- (1) Compensation must be paid within the Calendar Year, and paid or treated as paid before Severance from Employment in accordance with the general timing rule of Treasury Regulation § 1.415(c)-2(e)(1) and in accordance with §1.415(c)-2(e)(2) regarding certain minor timing differences.
- (2) Compensation must include amounts paid by the later of 2½ months after Severance from Employment or the end of the Calendar Year that includes the Severance from Employment date in accordance with Treasury Regulation §1.415(c)-2(e)(3)(i). Such post-severance compensation includes regular pay as defined in §1.415(c)-2(e)(3)(ii), leave cashouts and deferred compensation as defined in §1.415(c)-2(e)(3)(iii), salary continuation payments for military service and disabled participants in accordance with §1.415(c)-2(e)(4), deemed section 125 compensation as defined in §1.415(c)-2(g)(6), but not other post-severance payments as defined in §1.415(c)-2(e)(3)(iv).

(b) The annual compensation of each Participant taken into account in determining benefit accruals in any Calendar Year beginning after December 31, 2001, shall not exceed \$200,000. For this purpose, annual compensation means Compensation during the Calendar Year, or such other consecutive 12-month period over which Compensation is determined under the Plan (the "determination period").

The \$200,000 limit on annual Compensation shall be adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B).

In determining benefit accruals in Calendar Years beginning after December 31, 2001, the annual compensation limit for determination periods beginning before January 1, 2002 shall be \$200,000.

(c) **Treatment of Military Differential Wage Payments.** Effective for years beginning after December 31, 2008, Compensation shall include military differential wage payments (as defined in section 3401(h) of the Code).

Section 30. Applicable Interest Rate. For Annuity Starting Dates on or after January 1, 2008, the Applicable Interest Rate means the adjusted first, second, and third segment rates applied under rules similar to the rules of Code §430(h)(2)(C) for the month of November (as published in December) immediately preceding the calendar year (which serves as the stability period). For this purpose, the segment rates shall be subject to the conditions set forth in Code §417(e)(3)(D).

Section 31. Applicable Mortality Table. For Annuity Starting Dates on or after January 1, 2008, the Applicable Mortality Table means a mortality table, based on the mortality table specified for the calendar year under subparagraph (A) of Code §430(h)(3) (without regard to subparagraph (C) or (D) of such section).

Section 32. Qualified Military Service. Notwithstanding any provision to the contrary, vesting, benefits and service credit with respect to Qualified Military Service will be provided in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994, as amended, (USERRA) and section 414(u) of the Internal Revenue Code for individuals who were absent from Covered Employment due to, and who returned to Covered Employment from, Qualified Military Service on or after December 12, 1994. Qualified Military Service shall be counted for purposes of earning Future Service Credit, Years of Vesting Service, avoiding a One-Year Break in Covered Employment, and avoiding a Separation from Covered Employment provided the following conditions are satisfied.

- (a) An individual must have re-employment rights under USERRA in order for any period of Qualified Military Service to be recognized.
- (b) The individual must return to Covered Employment within the time period required by USERRA in order for any period of Qualified Military Service to be recognized.
- (c) No more than five years of Qualified Military Service may be recognized for any purpose except as required by law.
- (d) The Board of Trustees determines, in accordance with USERRA, that an individual is entitled to a period of Qualified Military Service.

ARTICLE II. PARTICIPATION

Section 1. Purpose. This Article contains definitions to meet certain requirements of the Employee Retirement Income Security Act of 1974 (otherwise referred to as ERISA) such as distribution of booklets, notices and disclosure material as well as establishing the basis on which premium payments are made to the Pension Benefit Guaranty Corporation. It should be noted that once an Employee has become a Participant, the provisions of this Plan give him credit in accordance with the rules of the Plan for some or all of his service before he became a Participant.

Section 2. Participation. The initial eligibility computation period for purposes of this Article II only, is the 12 consecutive-month period following an Employee's initial date of employment in Covered Employment. For purposes of this Article II only, an Employee who works in Covered Employment shall become an Active Participant in the Plan on the earliest January 1 or July 1 next following a 12 consecutive-month period during which he completed at least 300 Hours of Service in Covered Employment. The required hours may also be completed with any Hours of Service in other employment with an Employer if that other employment is continuous with the Employee's Covered Employment with that Employer. After the initial eligibility computation period, the Calendar Year which includes the first anniversary of an Employee's employment commencement date shall serve as the computation period for eligibility to participate in the Plan.

Section 3. Termination of Participation. For purposes of this Article II only, an Active Participant who incurs a Break in Service (defined in Article VI) shall cease to be an Active Participant as of the last day of the Calendar Year which constituted the Break, unless such individual has become a Pensioner or a Vested Participant.

Section 4. Reinstatement of Participation. For purposes of this Article II only, an individual who has lost his status as an Active Participant in accordance with Section 3 of this Article and who incurs a Permanent Break in Covered Employment shall again become an Active Participant retroactive to his reemployment commencement date by meeting the requirements of Section 2 of this Article on the basis of service after the Calendar Year during which his participation terminated.

ARTICLE III. PENSION ELIGIBILITY AND AMOUNTS

Section 1. General. This Article sets forth the eligibility conditions and amounts for the pensions provided by this Plan. The accumulation and retention of Pension Credits for eligibility are subject to the provisions of Article VI. The benefit amounts are subject to reduction on account of the Husband-and-Wife Pension (Article IV). Entitlement of an eligible Participant to receive pension benefits is subject to his retirement and application for benefits, as provided in Article VII.

Only Pension Credits or Vesting Service earned subsequent to a Permanent Break in Covered Employment, as defined in Article VI will apply towards the eligibility for a pension hereunder.

- (a) NONCOVERED EMPLOYMENT INCLUDES WORK IN ANY CAPACITY OR BUSINESS ACTIVITY OF ANY KIND, WITHIN THE JURISDICTION OF THE COLLECTIVE BARGAINING AGREEMENT, FOR ACTUAL OR POTENTIAL WAGES OR PROFIT OR OTHER BENEFIT IN THE SAME INDUSTRY OR IN THE SAME TRADE OR CRAFT FOR AN EMPLOYER (INCLUDING SELF-EMPLOYMENT) THAT DOES NOT HAVE A COLLECTIVE BARGAINING AGREEMENT WITH THE UNION. SPECIFICALLY, THE WORK PROHIBITED INCLUDES ANY WORK OF THE TYPE PERFORMED BY EMPLOYEES OF THE FUND WHILE EARNING THE PENSION OR ANY PART THEREOF. PROHIBITED WORK ALSO INCLUDES WORKING IN ANY CAPACITY SUCH AS A SUPERINTENDENT, ASSISTANT SUPERINTENDENT, GENERAL FOREMAN, ESTIMATOR, OR WORKING OR ACTING AS AN OWNER, OFFICER, DIRECTOR, OR QUALIFYING PARTY.
- (b) NONCOVERED EMPLOYMENT DOES NOT INCLUDE WORK DESCRIBED IN SUBSECTION (A) ABOVE WHEN IT IS PERFORMED FOR THE PURPOSE OF RECRUITING NON-UNION WORKERS TO JOIN THE UNION OR TO ENCOURAGE A NON-UNION EMPLOYER TO ENTER A COLLECTIVE BARGAINING AGREEMENT WITH THE UNION. PARTICIPANTS MAY ONLY WORK FOR NON-UNION EMPLOYERS FOR THIS PURPOSE AT THE DIRECTION OF THE UNION AND/OR THE TRUST FUNDS WHEN AND WHERE IT IS LAWFUL TO DO SO. BOTH THE UNION AND THE ADMINISTRATIVE OFFICE FOR THE TRUST FUNDS MUST RECEIVE A WRITTEN NOTIFICATION DESCRIBING THE NATURE OF THE EMPLOYMENT BEFORE SUCH EMPLOYMENT BEGINS. SPECIFICALLY, THE NOTICE MUST SET FORTH THE NAME OF THE PARTICIPANT, THE NAME OF THE NON-UNION EMPLOYER, THE EMPLOYMENT POSITION THE PARTICIPANT EXPECTS TO HAVE, THE DATE THE PROPOSED NON-UNION EMPLOYMENT IS TO BEGIN, THE EXPECTED DATE SUCH EMPLOYMENT WILL END, AND THE EXPECTED OUTCOME OR UNION GOALS OF THE NON-UNION EMPLOYMENT OF THAT PARTICIPANT. THE BOARD OF TRUSTEES SHALL ESTABLISH RULES AND PROCEDURES THAT GOVERN NON-UNION EMPLOYMENT FOR THIS PURPOSE.

Section 2. Eligibility for Regular Pension. Upon retirement and application, a Participant shall be eligible for a Regular Pension if he meets all of the following requirements:

- (a) He has attained age 65.
- (b) He has at least ten years of Pension Credits.
- (c) He has received credit for 700 hours of Work in Covered Employment since January 1, 1960.

NOTWITHSTANDING THESE REQUIREMENTS, FOR EVERY CALENDAR QUARTER IN WHICH A PARTICIPANT OR AN EMPLOYEE OR A FORMER PARTICIPANT OR EMPLOYEE PERFORMS AT LEAST ONE HOUR OF NONCOVERED EMPLOYMENT ON OR AFTER JANUARY 1, 2010, AS DEFINED IN SECTION 1 OF THIS ARTICLE, THE EFFECTIVE DATE OF THE ELIGIBILITY FOR REGULAR PENSION BENEFITS EARNED ON AND AFTER JANUARY 1, 2010, SHALL BE DELAYED SIX (6) MONTHS. BENEFITS EARNED PRIOR TO JANUARY 1, 2010, SHALL NOT BE DELAYED PURSUANT TO THIS SECTION, HOWEVER, SUSPENSIONS FOR PROHIBITED EMPLOYMENT SET FORTH IN ARTICLE VII ARE APPLICABLE. IN NO EVENT WOULD DELAY EXTEND BEYOND NORMAL RETIREMENT AGE.

Section 3. Amount of Regular Pension.

- (a) The monthly amount of a Regular Pension with an Annuity Starting Date on or after July 1, 2008 shall, subject to the provisions of Section 16 of this Article, be equal to the sum of:
 - (1) \$43.00 for each full year (and proportionately less for fractional years) of Pension Credit earned under this Plan on and after January 1, 1996 and prior to January 1, 2007; plus
 - (2) \$30.00 for each full year (and proportionately less for fractional years) of Pension Credit earned under this Plan on and after January 1, 2007; plus
 - (3) the amount determined under (b) or (c) below, as applicable.
- (b) **Bricklayer.** The monthly amount payable to a Participant for Pension Credits which were not accumulated under the Tilelayers' Pension Plan, as defined in Article X, shall be equal to:
 - (1) \$13.75 for each full year (and proportionately less for fractional years) of Pension Credit earned prior to January 1, 1960; and
 - (2) \$61.00 for each full year (and proportionately less for fractional years) of Pension Credit earned from January 1, 1960 through December 31, 1995.
- (c) **Tilelayer.** The monthly amount payable to a Participant for Pension Credits which were accumulated under the Tilelayers' Pension Plan, as defined in Article X, shall be equal to:
 - (1) \$12.00 for each full year (and proportionately less for fractional years) of Pension Credit earned prior to July 1, 1965; and

- (2) \$61.00 for each full year (and proportionately less for fractional years) of Pension Credit earned from July 1, 1965 through December 31, 1995.
- (d) Effective July 1, 2008, the monthly benefit payable to all Pensioners and Beneficiaries who were on the pension rolls as of June 30, 2008 will be increased by three percent (3%).

Section 4. Eligibility for Early Retirement Pension. Upon application and retirement, a Participant shall be eligible for an Early Retirement Pension if he meets all of the following requirements:

- (a) He has attained age 55.
- (b) He has at least ten years of Pension Credit.
- (c) He has received credit for 700 hours of Work in Covered Employment since January 1, 1960.

NOTWITHSTANDING THESE REQUIREMENTS, FOR EVERY CALENDAR QUARTER IN WHICH A PARTICIPANT OR AN EMPLOYEE OR A FORMER PARTICIPANT OR EMPLOYEE PERFORMS AT LEAST ONE HOUR OF NONCOVERED EMPLOYMENT ON OR AFTER JANUARY 1, 2010, AS DEFINED IN SECTION 1 OF THIS ARTICLE, THE EARLY RETIREMENT DATE FOR BENEFITS EARNED ON AND AFTER JANUARY 1, 2010, OF SAID PARTICIPANT OR EMPLOYEE OR A FORMER PARTICIPANT OR EMPLOYEE SHALL BE DELAYED SIX (6) MONTHS. BENEFITS EARNED PRIOR TO JANUARY 1, 2010, SHALL NOT BE DELAYED PURSUANT TO THIS SECTION, HOWEVER, SUSPENSIONS FOR PROHIBITED EMPLOYMENT SET FORTH IN ARTICLE VII ARE APPLICABLE. IN NO EVENT WOULD DELAY EXTEND BEYOND NORMAL RETIREMENT AGE.

Section 5. Amount of Early Retirement Pension. The Early Retirement Pension shall be a monthly amount determined as follows:

- (a) The first step is to determine the amount of the Regular Pension to which the individual would be entitled if he were 65 years of age at the time of his retirement.
- (b) The second step, to take into account that the individual is younger than age 65, is to reduce the amount determined under (a) above by:
 - (1) **For Retirement prior to January 1, 1983**, 1/2 of 1% for each month by which the individual is younger than age 65 on the Annuity Starting Date of his Early Retirement Pension.
 - (2) **For retirement on and after January 1, 1983 and prior to January 1, 1992**, 1/4 of 1% for each month by which the individual is younger than age 65 on the Annuity Starting Date of his Early Retirement Pension.

- (3) **For Retirement on and after January 1, 1992 but prior to December 1, 1997,** 1/6 of 1% for each month by which the individual is younger than age 65 on the Annuity Starting Date of his Early Retirement Pension.
- (4) **For Retirement on and after December 1, 1997,** 1/6 of 1% for each month by which the individual is younger than age 60 on the Annuity Starting Date of his Early Retirement Pension, and 1/12 of 1% for each month by which the individual is younger than age 65 on his Annuity Starting Date.

Section 6. Eligibility for a Disability Pension.

- (a) Upon application and retirement, an Active or Vested Participant shall be entitled to a Disability Pension if he is totally and permanently disabled for any type of gainful employment prior to attaining age 65 provided:
 - (1) He has at least ten years of Pension Credit, OR, FOR ANNUITY STARTING DATES ON AND AFTER JANUARY 1, 2009, HE HAS AT LEAST FIVE YEARS OF PENSION CREDIT.
 - (2) He has received credit for 700 hours of Work in Covered Employment since January 1, 1960.
 - (3) He has not at any time on or after January 1, 2010, performed any Noncovered Employment as defined in Section 1 of this Article.
- (b) Upon application and retirement, an Active Participant who becomes totally and permanently disabled for Work in the trade will be eligible for a Disability Pension if:
 - (1) He has at least 15 years of Pension Credit; and
 - (2) He has received credit for 700 hours of Work in Covered Employment since January 1, 1960; and
 - (3) HE HAS NOT AT ANY TIME ON OR AFTER JANUARY 1, 2010, PERFORMED ANY NONCOVERED EMPLOYMENT AS DEFINED IN SECTION 1 OF THIS ARTICLE.

Section 7. Permanent and Total Disability Defined. A Participant shall be deemed permanently and totally disabled only if the Board of Trustees, in its sole and absolute discretion, finds that:

- (a) Such bodily injury is not due to such Participant's commission of or attempt to commit a felony, or the engagement in any felonious activity or occupation, or the self-infliction of any injury, or as a result of habitual drunkenness or the use of narcotics, unless such narcotics were administered pursuant to the orders of a licensed physician.
- (b) Such disability will be total, permanent and continuous for the remainder of the life of the Participant.

In exercising such discretion, the Board may obtain and act upon such competent medical evidence as it may require to be shown to it and it may, but need not necessarily, accept as proof of permanent and total disability a determination by the federal Social Security Administration that the Participant is entitled to a Social Security disability benefit under Title II of the Social Security Act. The Board of Trustees may at any time, or from time to time, require evidence of continued entitlement to such Social Security disability benefit and may at any time notwithstanding the prior granting of a Disability Pension under the Plan, on the basis of such Social Security disability benefit, require that the Participant satisfy the provisions of Subparagraphs (a) and (b) of this Section as a prerequisite to the continuance of the Disability Pension granted under the Plan.

Section 8. Amount of the Monthly Disability Pension. The monthly Disability Pension Shall be equal to the Regular Pension the individual would receive if he were age 65 at the time he became totally disabled.

Section 9. Disability Pension Payments.

- (a) **Payments Generally.** Once an application has been duly filed and payment has begun pursuant to Section 1 of Article VII, such payment shall continue thereafter for so long as such disability continues and, if applicable, the Pensioner remains entitled to a Social Security Disability benefit, except that upon attainment of age 65, a Disability Pensioner shall have his pension continued regardless of whether or not he remains totally disabled.
- (b) **Conversion From an Early Retirement Pension.** If a Participant makes application for pension benefits after January 1, 1984, and if the Participant was totally disabled on the date of his application for pension benefits, he may elect to receive, if otherwise qualified, an Early Retirement Pension pending proof of his disability to the Board of Trustees under the definitions of Article III, Section 7.

Should such an applicant then qualify for a Disability Pension, the effective date of his Disability Pension shall be determined pursuant to Article VII, Section 1.

- (c) **Auxiliary Disability Benefit.** If the Annuity Starting Date for a Participant's Disability Pension is later than the Participant's disability commencement date, then he may be entitled to an Auxiliary Disability Benefit. For purposes of this subsection (c), the term "disability commencement date" shall mean the date of entitlement to Social Security Disability benefits, or, if applicable, the first day of the month following five full calendar months of permanent and total disability as defined by Section 7 of this Article.

If the eligible Participant's application for a Disability Pension is filed within 180 days after the disability commencement date, OR, IF DISABILITY IS ESTABLISHED BY A SOCIAL SECURITY DISABILITY AWARD, THE ELIGIBLE PARTICIPANT'S APPLICATION FOR A DISABILITY PENSION IS FILED WITHIN 180 DAYS AFTER THE DATE OF THE NOTICE OF SOCIAL SECURITY DISABILITY AWARD, then such application shall be considered timely, and payment of the Auxiliary Disability Benefit shall commence as of the disability commencement date. If the Participant's application for Disability PENSION IS NOT FILED WITHIN THE

APPLICABLE 180-DAY PERIOD, then no Auxiliary Disability Benefit shall be payable.

The Auxiliary Disability Benefit is an amount, payable as a lump sum, equal to the monthly benefit which would have been payable under the Participant's Disability Pension (in the payment form elected for that pension) between the disability commencement date and the Annuity Starting Date of the Disability Pension.

Section 10. Recovery by a Disability Pensioner. If a Disability Pensioner loses entitlement to a Social Security Disability Pension or recovers from his disability, such fact shall be reported in writing to the Board of Trustees within 21 days of the date he received notice from the Social Security Administration or the date of such recovery, whichever occurs first.

If such written notice is not provided, the Board shall, upon his subsequent retirement postpone his eligibility for benefits for a period of six months following the date of his retirement, in addition to the months which may have elapsed since he received notice of the termination of the Social Security Disability Pension or recovered from the disability with respect to which he received disability payments from the Fund. In no event will such six months' postponement extend beyond his Normal Retirement Age.

Section 11. Return to Covered Employment by a Disability Pensioner. A Disability Pensioner who is no longer totally disabled may re-enter Covered Employment and will thereupon resume the accrual of Pension Credit to his account.

Section 12. Basic Pension. An Employee shall be entitled to a Basic Pension if he is not eligible for a Regular, Early Retirement or Disability Pension under this Pension Plan if he meets the following requirements:

- (a) He has attained age 65.
- (b) He has at least ten years of Pension Credit.
- (c) He presents evidence of retirement after December 31, 1954 in the form of a Federal Social Security award.
- (d) He made application on or before January 1, 1968.

Section 13. Amount of Basic Pension. The amount of the Basic Pension shall be \$81 per calendar month.

Section 14. Eligibility for a Vested Service Pension. A Participant shall, upon retirement, be eligible for a Vested Service Pension if he meets the following requirements:

- (1) He has attained age 65; and
- (2) He has met the vesting requirements of Article VI, Section 5 of this Plan.

Section 15. Amount of Vested Service Pension. The monthly amount of the Vested Service Pension is determined in the same manner as the Regular Pension.

Section 16. Separation from Covered Employment.

- (a) A Participant who after January 1, 1976 incurs two consecutive one-year Breaks in Covered Employment, as defined in Article VI, will be deemed to be separated from Covered Employment at the beginning of such two-year period.
- (b) The pension amount to which a Participant is entitled will be determined under the terms of the Plan as in effect at the time of his separation from Covered Employment, if any.
- (c) If a Participant returns to Covered Employment following a separation from Covered Employment described above and earns additional Pension Credit, his monthly benefit for such additional credits shall be calculated based on the benefit factor in effect on the date of his retirement or his subsequent separation from Covered Employment, whichever is earlier.

Section 17. Eligibility for Special Normal Retirement Age Vested Pension. Beginning January 1, 1976, a Participant shall upon retirement be eligible for a Special Normal Retirement Age Vested Pension if he meets the following requirements:

- (a) He has attained Normal Retirement as defined in Article I of this Plan.
- (b) He was an Active Participant in the Plan as defined in Article I of this Plan on the date he attained Normal Retirement Age.

Section 18. Amount of Special Normal Retirement Age Vested Pension. The monthly amount of the Special Normal Retirement Age Vested Pension shall be determined in the same manner as the Regular Pension.

Section 19. Rounding. If the amount of any monthly benefit payable under the Plan is not a multiple of \$.50, then it shall be rounded up to the next higher multiple of \$.50.

ARTICLE III-A. RECIPROCITY

If a Participant performs temporary Work for a limited time in the area of jurisdiction of B.A.C.I.U. of A., Local 1, the hours of such Work shall be recognized under this Plan for the accumulation of Future Service Credit and years of Vesting Service.

The agreement setting forth the rules and procedures with respect to such Work follows.

This agreement is entered into on the first day of September 1966 by and between ARIZONA BRICKLAYERS' PENSION TRUST FUND OF Phoenix, Arizona and TUCSON BRICKLAYERS' PENSION TRUST FUND of Tucson, Arizona. The former will be hereinafter referred to as the Phoenix Trust and the latter will be referred to as the Tucson Trust.

RECITALS:

WHEREAS, Employees represented by B.A.C.I.U. of A., Locals No. 1 and 3, (excluding Tilesetters, Marble Masons and Terrazzo Workers represented by Local No. 1) intermittently work on a temporary basis in the area of jurisdiction of whichever of these local unions is not their home local; (The term "home local" means the local Union in whose area of jurisdiction an Employee permanently resides and out of whose hiring hall the Employee is normally referred.)

WHEREAS, each of the above-named Trustees have, or may have from time to time, different qualifying requirements for the receipt of pension benefits;

WHEREAS, pursuant to collective bargaining different sums are, or may be from time to time, required to be contributed by employers for each hour worked in the different area jurisdictions of the local Unions;

WHEREAS, an Employee who works in both area jurisdictions may fail to qualify under either the Phoenix Trust or the Tucson Trust even though the total number of hours worked during a given period of time is sufficient to qualify him for Pension Credit if all such hours were reported to the Trust Fund established by his home local;

WHEREAS, there has been some confusion as to how and to whom hours worked by an Employee away from his home local's jurisdiction should be reported by his employer; and

WHEREAS, the Trusts and the Trustees of said Trusts, intend hereby to establish a procedure whereby Employees working on a "temporary" basis in the area jurisdiction of the local Union other than his home local, shall receive credit for all of such hours toward his qualifying under the Trust Fund established by his home local;

NOW, THEREFORE, it is agreed as follows:

1. The word "temporary" means work performed not on a permanent basis but for a limited time in the area jurisdiction of whichever local Union is not the home local of the particular Employee. Nothing contained in this agreement shall be interpreted as creating any conclusive presumptions relative to whether or not work performed in any given situation is or is not temporary in nature. The Board of Trustees of each Trust has the power and duty to conclusively determine whether hours worked were or are on a

temporary basis and, if not, to declare this agreement not applicable to hours worked on any other basis although alleged to be on a temporary basis. Such determination and declaration may be retroactive in application, depending upon the facts of each case and each Board of Trustees will be bound by the other's decision in this regard.

2. Each of the Trusts will transmit as soon as is reasonably possible to the other's Trust as of each January 1st and June 1st of each year such data as will show the number of hours worked by and reported for each individual workman who has worked on a temporary basis in the area jurisdiction of the local Union other than his home local during the previous period. More specifically:
 - (a) The Tucson Trust will transmit to the Phoenix Trust such data as will show the number of hours worked on a temporary basis in the area jurisdiction of B.A.C.I.U. of A., Local No. 1., by Employees whose home local is B.A.C.I.U. of A., Local No. 3.
 - (b) The Phoenix Trust will transmit to the Tucson Trust such data as will show the number of hours worked on a temporary basis in the area jurisdiction of B.A.C.I.U. of A., Local No. 1.
3. The employers of the Employees referred to in paragraph 2 above will report the hours worked away from the home local jurisdiction by such Employees on a temporary basis, to the Trust Fund to which the appropriate area bargaining agreement requires such reports to be made and these employers will not be required to make duplicate reports or any reports to the home local Trust Fund for such hours unless elsewhere expressly required to do so.
4. Upon receipt of the data referred to in paragraph 2 above, the receiving Trust Fund will record such reported hours to the credit of the particular Employee involved to the same effect as if such hours had been worked in the jurisdiction of his home local and reported directly to the receiving Trust Fund and such hours will be counted in all respects for purposes of qualifying for pension benefits the same as if they had been worked in the jurisdiction of the home local of the individual and reported directly by his employer to the receiving Trust.
5. There will be no transfer of monies between the two Trusts.
6. Nothing contained herein shall be applied so as to negate or otherwise affect the application of the "break-in-employment" rule of either of the pension plans, it being understood and agreed that hours worked while on a temporary basis and to which this agreement shall apply, shall not be credited or counted as hours worked or Pension Credits earned so as to prevent cancellation of accumulated Pension Credits pursuant to the break-in-employment rule of the individual's home local Trust.
7. Nothing contained herein shall create any rights in either Trust, any employer, and individual Employee, his Beneficiary or in any other person, relative to hours worked other than on a temporary basis. For example, but not by way of limitation, an Employee moving his permanent residence from Phoenix to Tucson will not be entitled simply by reason of this document to transfer his hours or credits accrued with the Phoenix Trust to

the Tucson Trust, nor to have the Tucson Trust thereafter transfer all hours subsequently worked to the Phoenix Trust.

8. This Reciprocity Agreement, after adoption by the Boards of Trustees of each of the Trusts, shall continue in effect until terminated by a notice in writing given by any one of the Trusts to the other Trust at least 30 days prior to the effective date of such termination, as stated in the notice.
9. The effective date of this Agreement will be for hours worked on and after the first of September, 1966.

ARTICLE IV. HUSBAND-AND-WIFE PENSION

Section 1. Effective Date. The provisions of this Article apply only to pensions where the entitlement to benefit payment commences on or after January 1, 1976.

Section 2. Amount of Husband-and-Wife Pension.

- (a) The monthly amount to be paid to the eligible surviving Spouse is one-half of the monthly amount received by the Pensioner at the time of his death, or, if applicable, one-half the amount that would have been paid to the Active Participant or Vested Participant under this Article, had his pension been in effect on the day before he died and as if the Husband-and-Wife Pension had been in effect on such date. Notwithstanding the foregoing, for Husband-and-Wife Pensions with an Annuity Starting Date on or after December 1, 1998, the monthly amount to be paid to the eligible surviving Spouse shall be equal to the monthly amount received by the Pensioner at the time of his death, or, if applicable, equal to the amount that would have been paid to the Active Participant or Vested Participant under this Article, had his pension been in effect on the day before he died and as if the Husband-and-Wife Pension had been in effect on such date, provided, however, that if the Participant's death occurs on or after November 4, 2005 but prior to his Annuity Starting Date, the benefit payable to the eligible surviving Spouse shall be a 50% qualified pre-retirement survivor annuity.
- (b) The monthly amount of the Husband-and-Wife Pension, once it has become payable, shall not be increased if the Spouse is subsequently divorced from the Pensioner or if the spouse predeceases the Pensioner, provided, however, that for deaths occurring on or after January 1, 1999, if the Spouse predeceases the Pensioner, then the monthly amount of the Husband-and-Wife Pension shall be increased to the amount that would have been payable to such Pensioner if his pension had been paid in the form of a single life annuity with a 36-month certain period. Such increased pension shall be effective with the month following the month in which the Spouse's death occurs, provided the Pensioner files with the Administrative Office a certified copy of the Spouse's Death Certificate within twelve (12) months of the date of the Spouse's death. If the Death Certificate is filed with the Administrative Office more than twelve (12) months following the Spouse's date of death, then the increased pension shall be effective with the month following the month in which the Death Certificate is received by the Administrative Office.

Section 3. Upon Retirement.

- (a) A Pension shall be paid in the form of a Husband-and-Wife Pension to a married Participant and his Spouse unless the Participant and his Spouse have filed with the Trustees in writing a timely rejection of that form of Pension, subject to all the conditions of this Article.
- (b) Subject to Section 7 of this Article, a married Participant and his Spouse may reject the Husband-and-Wife Pension (or revoke a previous rejection) at any time during the period not more than 90 days prior to the Annuity Starting Date or less than 30 days after they are provided a detailed explanation of the amount payable under the normal form of payment and a financial comparison of the other payment options. A Participant shall in

any event have the right to exercise this choice up to 90 days after he has been advised by the Trustees of the effect of such choice on his pension.

Section 4. Before Retirement. If a married Vested Participant dies before his Annuity Starting Date, his surviving Spouse shall be entitled to a Husband-and-Wife Pension.

- (a) If the Participant's death occurs after his attainment of age 55, the surviving Spouse shall be entitled to a Husband-and-Wife Pension commencing with the month following the month in which the Participant died. The amount of such Husband-and-Wife Pension shall be calculated as if the Participant had retired on the day before his death.

If the Participant's death occurs prior to his attainment of age 55, the surviving Spouse shall be entitled to a Husband-and-Wife Pension commencing with the month following the month in which the Participant would have attained age 55 had he lived. The amount of the Husband-and-Wife Pension shall be calculated as if the Participant had left Covered Employment on the earlier of the date he last worked in Covered Employment or the date of death, retired on a Husband-and-Wife Pension upon reaching age 55 and died on the last day of the month in which age 55 was reached.

If the surviving Spouse's Annuity Starting Date is after the date the Participant attained (or would have attained) Normal Retirement Age, the benefit shall include any actuarial adjustments to the Participant's accrued benefit which would have applied as of that date.

- (b) Subject to paragraph (c) below, the surviving legal Spouse of a Participant who dies before the Participant's Annuity Starting Date may apply for and receive the pre-retirement surviving spouse benefit to which he or she is entitled at any time after the death of the Participant. Payments shall begin as of the earliest date the Participant would have been entitled to receive Pension benefits.
- (c) Payment of the pre-retirement surviving spouse benefit must begin no later than December 1 of the calendar year in which the Participant would have reached 70½ or, if later, December 1 of the calendar year following the year of the Participant's death. If the Trustees confirm the identity and whereabouts of a surviving legal Spouse who has not applied for benefits by that time, payments to that surviving legal Spouse in the form of a single life annuity (subject to the provisions of Article VII, Section 7 on small benefit cashouts) shall begin as of that date.
- (d) If a surviving legal Spouse dies before the Annuity Starting Date of the pre-retirement surviving spouse benefit, that benefit shall be forfeited and there shall be no payments to any other party.
- (e) Notwithstanding the foregoing, if the Spouse's Annuity Starting Date is after the Participant's earliest retirement date, the benefit shall be determined as if the Participant had died on the Spouse's Annuity Starting Date.

Section 5. Retirement Before Age 55. If the Annuity Starting Date of a married Active Participant's Disability Pension occurs before he attains age 55, payment shall be made in the form of a Husband-and-Wife Pension, unless the Participant and his Spouse have rejected such

form of payment in writing in a rejection filed with the Trustees before the first pension payment has been made to him.

The Husband-and-Wife Pension shall provide payment to the surviving Spouse, if any, starting on the later of the first of the month following the death of the Participant or the first of the month following the date when the Participant would have attained age 55 had he lived.

Section 6. Adjustment of Pension Amount. When a Husband-and-Wife Pension becomes effective, the amount of the Active Participant's or Vested Participant's monthly pension shall be reduced in accordance with the following:

- (a) **Non-Disability Pensions.** If payment of a pension other than a Disability Pension, is to be made in the form of a Husband-and-Wife Pension, the pension amount shall be adjusted by multiplying it by the following percentage: 89% minus .4 percentage points for each year the Spouse's age is less than the Participant's age or plus .4 percentage points for each year the Spouse's age is greater than the Participant's age. In no event shall the resulting percentage be greater than 100%.
- (b) **Disability Pensions.** If payment of a Disability Pension is to be made in the form of a Husband-and-Wife Pension, the pension amount shall be adjusted by multiplying it by the following percentage: 79% minus .4 percentage points for each year the Spouse's age is less than the Participant's age or plus .4 percentage points for each year the Spouse's age is greater than the Participant's age.

If the Participant is younger than age 55 on the Annuity Starting Date of his Disability Pension, an additional .5 percentage points for each year the Participant is younger than age 55 shall be added to the percentage determined above. In no event shall the resulting percentage be greater than 100%.

Section 7. Additional Conditions. A Husband-and-Wife Pension shall not be effective under any of the following circumstances:

- (a) The Participant and Spouse were lawfully married to each other for less than a year before he died.
- (b) The Spouse died before the Participant's Annuity Starting Date or before his death, if he died before a pension was payable to him.
- (c) The marriage of the Participant and the Spouse was legally dissolved before the Participant's Annuity Starting Date or before his death if he died before a pension was payable to him.
- (d) The Trustees shall be entitled to rely on the written representation last filed by the Participant before his pension payment commenced as to whether he is married. If such representation later proves to be false, the Trustees may adjust for any excess benefits paid as the result of misrepresentation. Any payment made in good faith pursuant to the statements contained in an election application for pension shall discharge all the obligations of the Board of Trustees to the extent of such payments. A person claiming to be the Spouse of a Pensioner or Participant which relationship is not reflected in the

records of the Fund or which is denied by the Pensioner or the Participant, is entitled to a hearing on the issue as provided in Section 4 of Article VII.

The Trustees may recoup, offset or recover any sum due to the Pensioner or Participant the amount of any payments made in reliance on false statements including any legal expenses incurred for such recovery.

- (e) Any written election or revocation (including any change of a previous choice) made under this Article shall not take effect unless (1) the Spouse of the Participant consents in writing to such election, (2) such election designates a beneficiary (or a form of benefits) which may not be changed without spousal consent (or the consent of the Spouse expressly permits designations by the Participant without any requirement of further consent by the Spouse), and (3) the Spouse's consent acknowledges the effect of such election and is witnessed by a plan representative or a notary public. Notwithstanding the preceding sentence, no spousal consent shall be required if it is established to the satisfaction of the Trustees that spousal consent may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as the Internal Revenue Service may by regulations prescribe.
- (f) Except as provided in Section 3(b) of this Article, election or revocation may not be made or altered after payment of the pension has commenced. An election cannot be made or changed after the pension has commenced even if at the time of the commencement of the pension the Pensioner was not married and he subsequently married or, if married, the marriage is later dissolved.

Section 8. Qualified Optional 50% Joint and Survivor Annuity.

- (a) Subject to the spousal consent requirements and additional conditions of Section 7 of this Article IV, a married applicant who is eligible for benefits, who is married, and whose Annuity Starting Date is on or after January 1, 2009, may elect to receive the Qualified Optional 50% Joint and Survivor Annuity instead of Husband-and-Wife Pension. Under the Qualified Optional 50% Joint and Survivor Annuity, the co-annuitant must be the Participant's Spouse.
- (b) When an Optional 50% Husband-and-Wife Pension becomes effective, the amount of the Participant's Pension otherwise payable will be reduced in accordance with the following:
 - (1) Non-Disability Pensions. The Pension amount otherwise payable shall be adjusted by multiplying it by the following percentage: 98.0 percent minus .3 percentage points for each year by which the surviving Spouse's age is less than the Participant's age or plus .3 percentage points for each year by which the surviving Spouse's age is greater than the Participant's age; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.
 - (2) Disability Pensions. The Pension amount otherwise payable shall be adjusted by multiplying it by the following percentage: 87.5 percent minus .3 percentage points for each year by which the surviving Spouse's age is less than the Participant's age or plus .3 percentage points for each year by which the surviving

Spouse's age is greater than the Participant's age; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.

If the Participant is younger than age 55 on the Annuity Starting Date of his Disability Pension, an additional .5 percentage points for each year by which Participant is younger than age 55 shall be added to the percentage determined above. In no event shall the resulting percentage be greater than 100%.

- (c) Pop-Up. If a Participant elects the Qualified Optional 50% Husband-and-Wife Pension and the Participant's Spouse predeceases the Participant, the monthly amount payable to the Participant will be increased so as to equal the Participant's benefit payable in the form of a 36-month certain and life annuity, which is the normal form of payment for Participants who are not married when they retire.

ARTICLE V. DEATH BENEFIT

Section 1. Eligibility for and Amount of Death Benefit.

(a) **Death Before Retirement.**

- (1) If a Participant dies and the Husband-and-Wife Pension provisions of Article IV are not applicable, the total amount of contributions credited to his account shall be paid in a lump sum to his designated Beneficiary. In determining the amount of the lump-sum payment, only contributions received subsequent to the last Permanent Break in Covered Employment as defined in Article VI, Section 6, if any, will be counted.
- (2) If a Participant dies and the Husband-and-Wife Pension provisions of Article IV are applicable, the surviving Spouse may, within a period of 90 days following the Participant's death, elect to receive the lump-sum benefit provided in Subsection (1) of this Section instead of the lifetime monthly pension otherwise payable under the Husband-and-Wife Pension. However, if the surviving Spouse elects to receive this lump-sum benefit instead of the Husband-and-Wife Pension and if the actuarial present value of the Husband-and-Wife Pension is greater than the amount of the lump-sum benefit, then the actuarial present value of the Husband-and-Wife Pension shall be paid to the surviving Spouse in one lump-sum payment. For this purpose, actuarial present value shall be determined on the basis of the Applicable Interest Rate as defined in Article I, Section 30, and the Applicable Mortality Table as defined in Article I, Section 31.
- (3) NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS PLAN, IF AN EMPLOYEE OR PARTICIPANT OR FORMER EMPLOYEE OR PARTICIPANT PERFORMS AT LEAST ONE HOUR OF NONCOVERED EMPLOYMENT ON OR AFTER JANUARY 1, 2010, AS DEFINED IN ARTICLE III, SECTION 1, NO DEATH BENEFIT SHALL THEREAFTER BE PAYABLE UNDER THIS ARTICLE V, SECTION 1(a).

- (b) **Death After Retirement.** If a Pensioner dies before receiving a total of 36 monthly pension payments from the Trust and the Husband-and-Wife Pension provision in Article IV is not applicable, his monthly pension payments shall be continued until a total of 36 such payments have been made to such Pensioner and his designated Beneficiary or the person or persons selected in accordance with Section 3 of this Article and shall thereupon cease.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS PLAN, IF AN EMPLOYEE OR PARTICIPANT OR FORMER EMPLOYEE OR PARTICIPANT PERFORMS AT LEAST ONE HOUR OF NONCOVERED EMPLOYMENT ON OR AFTER JANUARY 1, 2010, AS DEFINED IN ARTICLE III, SECTION 1, NO DEATH BENEFIT SHALL THEREAFTER BE PAYABLE WITH REGARD TO BENEFITS ACCRUED ON AND AFTER JANUARY 1, 2010.

Section 2. Designation of Beneficiary. A Participant may designate a Beneficiary to receive any benefits provided under this Article by filing such designation at the Trust Office on a form prescribed by the Board of Trustees.

A Participant who is unmarried shall have the right to change his designation of Beneficiary without the consent of the Beneficiary but no such change shall be effective or binding on the Board unless it is received by the Board prior to the time any payment is made to the Beneficiary whose designation is on file at the Trust Office.

If the Participant is married at the time he desires to change his Beneficiary, unless such change is to designate his Spouse, no change shall be effective or binding on the Board unless such change is approved by the Spouse and in no event shall it be effective or binding on the Board unless it is received by the Board prior to the time any payment is made to the Beneficiary whose designation is on file at the Trust Office.

Section 3. Failure to Designate a Beneficiary or Death of Beneficiary. If no Beneficiary is designated by a Participant who is not subject to the Husband-and-Wife Pension or if a designated Beneficiary predeceases the Pensioner or survives him but dies prior to receipt of any benefits under this Article, the benefits provided under this Article shall be paid in the order of priority shown: surviving Spouse, surviving children, or if none, to the estate of the deceased. Any such payment shall, to the extent thereof, be a complete discharge of all liability under the Plan with respect thereto.

Section 4. Survivor Benefits Following Death During Qualified Military Service. If a Participant dies on or after January 1, 2007 while performing Qualified Military Service, as defined in Article I, Section 32 of the Plan but subject to Code §414(u)(5), the deceased Participant's beneficiaries shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan if such Participant had resumed Covered Employment and then terminated Covered Employment on account of death. In addition, the period of such Participant's qualified military service shall be treated as vesting service under the Plan.

ARTICLE VI. PENSION CREDIT AND YEARS OF VESTING SERVICE

Section 1. Credit for Periods Prior to January 1, 1960 (Past Service Credit).

- (a) A Participant who earned at least 1/4 of Future Service Credit before January 1, 1962 shall be entitled to Past Service Credit for each Calendar Year, or portion thereof, he was regularly employed prior to January 1, 1960 on Work covered by a Collective Bargaining Agreement in the geographical jurisdiction of the Union. Such a Participant shall be entitled to a full year of such credit for each Calendar Year he was so employed for 1,400 hours or more up to a maximum of 25 years. If such a Participant was so employed for less than 1,400 hours but for 350 hours or more in any Calendar Year, he shall receive one quarter of a year's credit for each 350 hours of such employment.
- (b) It is recognized that in many cases it will be difficult because of changing employment, to produce evidence of past years of service on such work. A presumption is therefore established that a Participant was engaged in creditable employment through the period of his membership in the Union prior to January 1, 1960 if there is no evidence to the contrary.

Section 2. Credit for Periods On and After January 1, 1960 (Future Service Credit).

- (a) From January 1, 1960 through December 31, 1962, an Active Participant shall receive Future Service Credit, as herein specified, for each Calendar Year during which he works in Covered Employment for 1,400 hours or more. If he works less than 1,400 hours in a Calendar Year in Covered Employment, he shall receive Pension Credit in quarter-year units according to the following schedule:

<u>Hours Worked in a Calendar Year</u>	<u>Pension Credit</u>
Less than 350	None
350 to 699	One Quarter
700 to 1049	Two Quarters
1050 to 1399	Three Quarters
1400 and Over	One Year

- (b) Between January 1, 1963 and January 1, 1985, an Active Participant shall receive Future Service Credit on the basis of his hours of Work in Covered Employment according to the following schedule:

<u>Hours Worked in a Calendar Year</u>	<u>Pension Credit</u>
Less than 300	None
300 to 599	One Quarter
600 to 899	Two Quarters
900 to 1199	Three Quarters
1200 and Over	One Year

If an Active Participant earns a Year of Vesting Service in a Calendar Year after December 31, 1975, but less than 300 hours of Work in Covered Employment, he shall be credited with a prorated portion of a full Pension Credit in the ratio which his hours of Work bear to 2,000.

- (c) After January 1, 1985, an Active Participant shall receive Future Service Credit on the basis of his hours of Work in Covered Employment according to the following schedule:

<u>Hours Worked in a Calendar Year</u>	<u>Pension Credit</u>
Less than 300	None
300 to 399	Three Twelfths
400 to 499	Four Twelfths
500 to 599	Five Twelfths
600 to 699	Six Twelfths
700 to 799	Seven Twelfths
800 to 899	Eight Twelfths
900 to 999	Nine Twelfths
1000 to 1099	Ten Twelfths
1100 to 1199	Eleven Twelfths
1200 and Over	One Year

If an Active Participant earns a Year of Vesting Service in a Calendar Year but less than 300 hours of Work in Covered Employment, he shall be credited with a prorated portion of a full Pension Credit in the ratio which his hours of Work bear to 2,000.

- (d) For those individuals resuming employment in Covered Employment on or after December 12, 1994, following a period of Qualified Military Service, Future Service Credit shall be granted for the period of Qualified Military Service on the basis of the individual's average weekly hours earned under this Plan during the twelve month period immediately preceding the period of Qualified Military Service (or, if shorter, the period of employment immediately preceding the period of Qualified Military Service). Future Service Credit will be pro-rated based on 40 hours if the period of Qualified Military Service is less than a full week. The contributions required to pay for Future Service Credit granted for periods of Qualified Military Service will be allocated from general assets of the Fund, and no individual Employer will be liable to make contributions for such Credit.
- (e) An individual who (1) incurred a Permanent Break in Covered Employment after January 1, 1976 at a time when he had more than five (5) but fewer than ten (10) Pension Credits, and (2) subsequently returned to Covered Employment and became vested in accordance with Section 5 of this Article, may restore some or all of the Pension Credits cancelled by such Permanent Break in Covered Employment. The restoration of cancelled Pension Credit shall be on a 1:1 basis with Future Service Credits earned by the Participant subsequent to his becoming vested in accordance with Section 5 of this Article. Pension Credits restored under this provision shall, upon retirement, be payable under the terms of Article III as in effect at the time the Permanent Break in Covered Employment was incurred.

IF AN EMPLOYEE OR PARTICIPANT OR FORMER EMPLOYEE OR PARTICIPANT PERFORMS AT LEAST ONE HOUR OF NONCOVERED EMPLOYMENT ON OR AFTER JANUARY 1, 2010, AS DEFINED IN ARTICLE III, SECTION 1, HE SHALL BE INELIGIBLE TO RESTORE ANY PENSION CREDITS THAT WERE CANCELLED DUE TO A PERMANENT BREAK IN COVERED EMPLOYMENT.

Section 3. Credit for Non-Working Periods After January 1, 1960. This Section recognizes certain periods when a Participant is not actually at Work in Covered Employment but is to receive Pension Credit just as if he were working in Covered Employment. Periods of absence from Covered Employment are to be credited as if they were worked in Covered Employment at the rate of 27 hours per week if they were due to the following circumstances:

- (a) Periods due to total disability, as determined by the Board of Trustees in its sole discretion, as a result of bodily injury or disease from whatever cause. However, no more than 26 weeks of Pension Credit shall be credited to any Active Participant by reason of any one such disability and the disability must continue for at least 14 days. An Active Participant claiming Pension Credit for a disability must give written notice to the Board and submit to such examination as the Board may determine in its sole discretion. An Active Participant shall not be granted any Pension Credit hereunder unless the written notice required by this Section is filed with the Board within one year of the commencement of the disability. The Board may find that there were extenuating circumstances which prevented a timely filing and may excuse compliance herewith.
- (b) Up to January 1, 1970, for service in any of the Armed Forces of the United States in time of war or national emergency or pursuant to a national conscription law, provided the Participant makes himself available for Covered Employment within 90 days after release from active duty or 90 days after recovery from a disability continuing after his release from active duty but excluding periods of voluntary re-enlistment not effected during a national emergency or times of war. Service in the Armed Forces shall not be considered as non-Work periods except under circumstances coming within the foregoing provision and except as may otherwise be required by law.

In order to secure credit for periods of service in any of the Armed Forces of the United States, the Participant must give written notice to the Board of his availability for Covered Employment and must furnish, in writing, such information and proof concerning such service as the Board may, in its sole discretion, determine.

Section 4. Years of Vesting Service.

- (a) An Active Participant shall be credited with one year of Vesting Service for each Calendar Year following January 1, 1960, in which he completes at least 1,000 Hours of Service in Covered Employment.
- (b) An Active Participant shall be entitled to credit toward a year of Vesting Service for certain periods when he is not actually at Work. Periods of absence from Covered Employment are to be credited as if they were worked in Covered Employment if, as a

result of disability or military service, Future Service Credit is granted under Section 3 of this Article.

- (c) If a Participant works for an Individual Employer in a job not covered by this Plan and such employment immediately precedes or follows his employment with that Individual Employer in Covered Employment, his hours of Work in such noncovered job after December 31, 1975, shall be counted toward a year of Vesting Service.
- (d) **Exceptions.** No Participant shall be entitled to credit toward a year of Vesting Service for the following periods:
 - (1) Years preceding a Break in Covered Employment in accordance with the rules of the Pension Plan as in effect prior to January 1, 1976.
 - (2) Years preceding a Break in Covered Employment as defined in Section 6 of this Article.
- (e) For those individuals resuming employment in Covered Employment on or after December 12, 1994, following a period of Qualified Military Service, Vesting Service Credit shall be granted for the period of Qualified Military Service on the basis of the individual's average weekly hours earned under this Plan during the twelve month period immediately preceding the period of Qualified Military Service (or, if shorter, the period of employment immediately preceding the period of Qualified Military Service). Vesting Service Credit will be prorated based on 40 hours if the period of Qualified Military Service is less than a full week.

Section 5. Vesting.

- (a) **Before January 1, 1976.** Before January 1, 1976, the Pension Credits accumulated under the provisions of the Plan then in effect and as amended from time to time, were vested after an Employee had at least ten years of Pension Credit without an intervening Permanent Break in Covered Employment.
- (b) **On and After January 1, 1976.** On and after January 1, 1976, the Pension Credits and the years of Vesting Service accumulated pursuant to this Article shall be vested after a Participant has, without an intervening Permanent Break in Covered Employment,
 - (1) At least ten years of Pension Credit; or
 - (2) At least ten years of Vesting Service; or
 - (3) At least five years of Pension Credit, including at least one year of Pension Credit earned on and after January 1, 1993; or
 - (4) At least five years of Vesting Service, including at least one year of Pension Credit earned on and after January 1, 1993; or
 - (5) An Hour of Service on or after January 1, 1989, and at least five years of Vesting Service earned in employment not covered by the Collective Bargaining

Agreement, provided that a year of Vesting Service shall only be counted for this purpose if at least 1,000 hours, or a majority of the hours worked, were earned in such employment.

- (c) **Vesting Generally.** Pension Credit and Vesting Service, once vested, shall be held indefinitely for a Participant and he shall have a right, upon making application in accordance with these Rules, to a pension commencing at the permitted retirement age even if he leaves Covered Employment or earns no additional credits. Notwithstanding anything in this Article to the contrary, if a Participant or former Employee incurred a Permanent Break in Covered Employment under the rules in effect prior to January 1, 1976, then credit for vesting purposes shall be granted only for years of Pension Credit and Vesting Service earned after such Permanent Break.

Section 6. Breaks in Covered Employment and Cancellation of Pension Credit and Vesting Service. The Permanent Break in Covered Employment rule does not apply to a Pensioner, a Vested Participant, or a Participant who qualifies, under Article III, Section 17, for a Special Normal Retirement Age Vested Pension.

(a) **One-Year Break in Covered Employment After December 31, 1975.**

- (1) An individual shall incur a One Year Break in Covered Employment in any Calendar Year after December 31, 1975, in which he fails to complete 300 Hours of Service. Hours of Service for this purpose shall include Qualified Military Service as credited in accordance with Article I, Section 32 and Article VI, Section 4(e) of the Plan.
- (2) Time of employment with a Contributing Employer in noncovered employment after December 31, 1975, if creditable under Section 4(c) of this Article, shall be counted as if it were Covered Employment in determining whether a Break in Covered Employment has been incurred.
- (3) Time of service in the Armed Services of the United States, if creditable under Section 3(b) of this Article shall not be counted as a Break in Covered Employment.
- (4) **Parental Leave.** For Calendar Years on or after January 1, 1987, Hours of Service for purposes of this Section 6(a) only, shall include hours during which the Participant was absent from Covered Employment on account of parental leave, up to a maximum of 300 hours in a Calendar Year of such absence. If the Participant already has 300 or more Hours of Service in the Calendar Year of the absence, the credit will be given for the immediately following Calendar Year. For purposes of this paragraph (4), a Participant shall be deemed to be on parental leave if the Participant is absent from Covered Employment by reason of the pregnancy of the Participant, by reason of the birth of a child of the Participant, by reason of the placement of a child in connection with the adoption of a child by the Participant, or for the purposes of caring for the child of the Participant during the period immediately following the birth or placement for adoption, including time involved for a trial period prior to adoption. Written notice, satisfactory to the Trustees, must be filed within a period of two years following the Calendar

Year of a Participant's absence due to parental leave in order to receive credit for such leave unless the Board of Trustees finds that there were extenuating circumstances which prevented a timely filing.

- (5) If an Active Participant earns a year of Vesting Service (1,000 hours in a Calendar Year) subsequent to incurring one or more One-Year Breaks in Covered Employment, but before he incurs a Permanent Break in Covered Employment, the effects of all previous One-Year Breaks will be eliminated. In addition, it has the effect of restoring the individual's status as a Participant under Article II and restoring the individual's previously earned years of Pension Credit and years of Vesting Service.

However, nothing in this paragraph (5) shall alter the effect of a Permanent Break in Covered Employment as specified in Subsections (b), (c) and (d) below.

(b) Permanent Break in Covered Employment After January 1, 1976.

- (1) **Between January 1, 1976 and January 1, 1987.** An Active Participant has a Permanent Break in Covered Employment between January 1, 1976 and January 1, 1987 if:

- (A) During a period of two consecutive Calendar Years he failed to complete at least 300 Hours of Service; and
- (B) The number of consecutive Calendar Years in which he failed to complete at least 300 Hours of Service equals or exceeds the number of years of Vesting Service which he had previously accumulated.

- (2) **On or After January 1, 1987.** An Active Participant has a Permanent Break in Covered Employment on or after January 1, 1987 if:

- (A) During a period of two consecutive Calendar Years he failed to complete at least 300 Hours of Service; and
- (B) The number of consecutive Calendar Years in which he failed to complete at least 300 Hours of Service is at least five and equals or exceeds the number of years of Vesting Service which he had previously accumulated.

(c) Permanent Break in Covered Employment Before January 1, 1976. Before January 1, 1976, an Employee shall have incurred a Permanent Break in Covered Employment and his previously accumulated Pension Credit and accrued benefits cancelled if he failed to earn Future Service Credit as follows:

- (1) From January 1, 1960 to December 31, 1966, it shall be considered a Break in Covered Employment and an Employee's previously accumulated Pension Credit, Past and Future, shall be cancelled if he failed to earn one quarter of Pension Credit in a period of two consecutive Calendar Years.

- (2) From January 1, 1967 through December 31, 1975, it shall be considered a Break in Covered Employment and an Employee's previously accumulated Pension Credit, Past and Future, shall be cancelled if he fails to work for at least 300 hours in Covered Employment in a period of two consecutive Calendar Years.
- (3) A Participant may be allowed grace periods under the following circumstances if he failed to earn the required Future Service Credit prior to January 1, 1976:

A. Exception on Account of Disability.

- (i) A Participant shall be allowed a grace period of up to two consecutive Calendar Years if his failure to earn Future Service Credit was due to disability.
- (ii) Disability for the purposes of this Section is to be determined to the satisfaction of the Board of Trustees. In order to secure the benefits of this grace period, a Participant must give written notice to the Board and must present such written evidence and/or submit to such examination or examinations as the Board may, in its sole discretion, determine. A Participant shall not be granted any such grace period for periods which commenced more than one year prior to his filing the written notice required by this Section, unless the Board finds that there were extraordinary circumstances which prevented a timely filing.

B. Exception on Account of Service in the Armed Forces.

- (i) For the period January 1, 1970 through December 31, 1975, a Participant whose failure to earn Future Service Credit was due to service in the Armed Forces of the United States shall be allowed a grace period for the period that he retained re-employment rights under Federal Law, provided he made himself available for Covered Employment within 90 days after release from active duty or within 90 days from recovery from a disability continuing after his release from active duty.
- (ii) In order to secure a grace period for service in the Armed Forces of the United States, the Participant must have given written notice to the Board of his availability for Covered Employment and must have furnished, in writing, such information and proof concerning such service as the Board may, in its sole discretion, determine. After January 1, 1962, the Participant must have filed the written notice and proof required by this Section within 90 days after release from active duty or 90 days after recovery from a disability continuing after his release from active duty, unless the Board finds that there were extenuating circumstances which prevented a timely filing.

The grace periods referred to in these Subsections are not Pension Credit for the Participant except as may be required by law. Grace periods are periods which are to be disregarded in determining whether there was a period of two consecutive Calendar Years during which the Participant failed to earn any Pension Credit whatsoever.

- (d) **Effect of a Permanent Break in Covered Employment.** If an individual incurs a Permanent Break in Covered Employment, then his Pension Credit and Vesting Service are deemed cancelled and his status as a Participant is cancelled. Renewed participation of an individual who has incurred a Permanent Break in Covered Employment is subject to the provisions of Article II.

Section 7. Past and Future Service Credits for Administrative Office Employees. As to those Participants defined in Section 8(c) of Article I (Fund Employees), Past and Future Service Credit for each such Participant shall be computed on the same basis as the other classes of Participants and such Participants shall be entitled to and subject to all the conditions and provisions contained in this Article except that Past Service Credit shall be granted to such Participant for the period prior to January 1, 1977 provided each such Participant earns at least 1/4 Future Service Credit between January 1, 1977 and January 1, 1979 and Future Service Credits shall commence for Work performed after December 31, 1976.

Section 8. Credit for Periods of Qualified Military Service in the Event of Death or Disability.

- (a) If a Participant dies while performing Qualified Military Service, as defined in Article I, Section 32 of the Plan but subject to Code §414(u)(5), the Participant shall be credited with service for the period of Qualified Military Service for purposes of both vesting and benefit accrual under the Plan as if the Participant had resumed Covered Employment with an Employer on the day preceding death and then terminated Covered Employment on the date of death in accordance with Code §414(u)(9).
- (b) If a Participant becomes Disabled while performing Qualified Military Service, as defined in Article I, Section 32 of the Plan but subject to Code §414(u)(5), the Participant shall be credited with service for the period of Qualified Military Service for purposes of both vesting and benefit accrual under the Plan as if the Participant had resumed Covered Employment with an Employer on the day preceding the day on which the Participant incurred the disability and then terminated Covered Employment on the day the disability was incurred in accordance with Code §414(u)(9).

ARTICLE VII. APPLICATION, BENEFIT PAYMENTS AND RETIREMENT

Section 1. Application for and Commencement of Benefits.

- (a) An application for a pension shall be made in writing on a form and in the manner prescribed by the Board of Trustees and shall contain such information as the Trustees may deem necessary. Such application shall be a condition for payment of a pension and must be filed with the Board prior to the first month for which benefits are payable.
- (b) However, if the application is for a disability pension and is filed within 180 days after the commencement date of disability, such application shall be considered timely and payment of the Disability Pension and the Auxiliary Disability Benefit (if applicable) shall commence in accordance with Section 9 of Article III.

Section 2. Information and Proof.

- (a) Every Participant shall furnish at the request of the Trustees any information or proof reasonably required to determine his benefit rights. If a person willfully makes a false statement material to an application or furnishes fraudulent information on proof or fails to provide the notifications required, benefits under this Plan may be denied, suspended or discontinued. The Trustees shall have the right to recover (by recoupment, offset or other lawful means) any benefit payments made in reliance on any false or fraudulent statement, information or proof submitted by a Participant or Pensioner prior to the receipt of the required notifications.
- (b) If, because of administrative error or intentional or accidental misstatement of information, benefits are paid in excess of the amount to which a Participant is entitled under this Plan, it shall be the obligation and responsibility of the Participant or Pensioner to repay to the Plan the amount of the overpayment. If the overpayment is not repaid within a reasonable time, the Trustees may withhold from any future benefit payments or compensation payable to the Participant or Pensioner such amounts necessary to recover overpayment.

Section 3. Action of Trustees. The Trustees shall, when exercising discretionary powers, exercise such powers in a uniform and nondiscriminatory manner and be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan and decisions of the Trustees shall be final and binding on all parties.

Section 4. Claims and Appeals. The Trustees shall establish and make available to Participants and Beneficiaries rules and procedures for the filing of benefit claims and the review of denied claims. Such rules and procedures shall comply with ERISA and regulations promulgated thereunder.

All benefits will be paid upon receipt of written proof, satisfactory to the Trustees, covering the occurrence, character, and extent of the event for which the claims is made and subject to the provisions of this Plan. A claim for benefits does not include a casual inquiry.

Each Participant or Beneficiary whose claim for benefits under the Plan has been denied shall be provided adequate notice in writing setting forth the specific reasons for such denial, written in a

manner calculated to be understood by the Participant or Beneficiary. A Participant or Beneficiary aggrieved by such decision may request review.

Claims may not be split and filed under several requests. If the Participant or Beneficiary has an issue, the full basis for such issue, together with all the relief requested, shall be set forth in the request. A Participant or Beneficiary may not file separate requests for benefits each month the benefits are alleged to be in arrears. This section applies to and includes any and every claim to benefits from the Plan regardless of the basis asserted for the claim and regardless of when the act or omission upon which the claim is based occurred.

A failure to file timely a request for review shall not preclude the Participant or Beneficiary from establishing entitlement at a later date based on additional information and evidence which was not available at the time the decision was made; provided, however, a subsequent request is not a means to reconsider and re-argue matters already reviewed, and such subsequent request may be dismissed without action if the Trustees conclude that it sets forth no newly discovered information or evidence.

A decision on a request for review shall be final and binding upon all parties concerned, except that a Participant or Beneficiary may pursue such remedies provided, if any, under the Internal Revenue Code and ERISA.

Section 5. Benefit Payments Generally.

- (a) **Commencement of Benefits.** A Participant who is eligible to receive benefits under this Plan and makes application in accordance with the rules of this Pension Plan shall be entitled upon retirement to receive the monthly benefits provided for the remainder of his life, subject to the provisions of this Plan. Benefit payments shall be payable commencing with the first day of the month following the month in which the Participant has fulfilled all the conditions of entitlement to benefits, including the filing of an application.

However, in no event, unless the Participant elects otherwise, shall the payment of benefits begin later than the 60th day after the later of the close of the Calendar Year in which the Participant attains Normal Retirement Age or terminates his Covered Employment and retires as that term is defined in Section 8 of this Article.

No such election filed on or after January 1, 1989 may postpone the commencement of benefits to a date later than the Required Beginning Date.

- (b) **Required Beginning Date.** A Participant's Required Beginning Date is April 1 of the calendar year following the year the Participant reaches 70½, provided that, for a Participant who reaches 70½ before 1988 other than a 5% owner, the Required Beginning Date is April 1 of the calendar year in which the Participant ceases work in Covered Employment if that is later.
- (c) **Delayed Retirement.** Effective as of January 1, 1989, if the Annuity Starting Date is after the Participant's Normal Retirement Age, the monthly benefit shall, subject to the provisions of Article III, Section 16, be the greater of:

- (1) the total years of Pension Credit accrued at his Annuity Starting Date multiplied by the applicable amount in Section 3 of Article III; or
- (2) the accrued benefit at Normal Retirement Age actuarially increased for each complete calendar month between Normal Retirement Age and the Annuity Starting Date for which benefits were not suspended, or, for calendar months beginning on and after November 1, 2000, actuarially increased for each complete calendar month between Normal Retirement Age and the Annuity Starting Date during which the Participant did not engage in employment that would be considered "section 203(a)(3)(B) service" under the standard set forth in Labor Regulation § 2530.203-3(c)(2),

converted as of the Annuity Starting Date to the benefit payment form elected in the pension application or to the automatic form of Husband-and-Wife Pension if no other form is elected.

The actuarial increase described in paragraph (2) shall be 1% per month for the first 60 months after Normal Retirement Age and 1.5% per month for each month thereafter.

(d) Payment of Benefits Accrued After Retirement.

- (1) Any additional benefits earned by a Pensioner in Covered Employment after Retirement will be determined at the end of each calendar year and will be payable as of February 1 following the end of the calendar year in which it accrued, provided payment of benefits at that time is not suspended pursuant to Section 8 of this Article. Notwithstanding the foregoing, effective January 1, 2008, any additional benefits earned after Required Beginning Date will become payable in accordance with Article XI, Section 3(c) of the Plan.
 - (2) In the case of a Participant who retired at or after Normal Retirement Age who is reemployed and earns additional benefits, or a Participant who retired at any age and had benefit payments suspended on account of work in covered or covered-type employment, the original Annuity Starting Date and the benefit payment elections made at that time will apply when benefit payments begin again at a later date.
 - (3) In the case of a Participant who retired before Normal Retirement Age who is reemployed and earns additional benefits, a new Annuity Starting Date will be established for payment of those new benefit accruals (but only for additional benefits due solely to the Participant's renewed employment after early retirement) when the Participant again retires. The benefits earned during that period of reemployment will be paid as a Husband-and-Wife Pension, if applicable as of the new Annuity Starting Date, or, if that is properly rejected, any other payment form available to the Participant under the Plan.
- (e) If the present value of an Employee's vested accrued benefit derived from Employer and Employee contributions exceeds \$5,000, and the accrued benefit is immediately distributable, the Employee and the Employee's spouse (or where either the Participant or

the spouse has died, the survivor) must consent to any distribution of such accrued benefit.

An accrued benefit is immediately distributable if any part of the accrued benefit could be distributed to the Employee (or surviving spouse) before the Employee attains (or would have attained if not deceased) Normal Retirement Age.

- (f) **Termination of Benefits.** Pension payments shall end with the payment for the month in which the death of the Pensioner occurs except as provided in accordance with a Husband-and-Wife Pension or, if applicable, upon the completion of the guaranteed payments provided for in Article V, Section 1.
- (g) **Notice to Participants.** Within a period of no more than 90 days and no less than 30 days before the Annuity Starting Date (and consistent with Treasury regulations, as they may be amended from time to time), each Participant and Spouse, if any, shall be provided a written explanation of:
 - (1) The terms and conditions of the qualified joint and survivor annuity and the available optional forms of payment, including the Qualified Optional 75% Joint and Survivor Annuity,
 - (2) The Participant's right to make, and the effect of, an election to waive the Joint and Survivor Annuity form of benefit,
 - (3) The rights of the Participant's spouse, regarding his/her consent to such an election,
 - (4) The right to make, and the effect of, a revocation of such an election,
 - (5) The relative values of the various optional forms of benefit under the Plan, and
 - (6) The right to defer any distribution and the consequences of failing to defer distribution of benefits including a description of how much larger benefits will be if the commencement of distributions is deferred.

Section 6. Duplication of Pensions. A Pensioner shall not be entitled to the payment under this Plan of more than one type of pension at any one time nor shall he be entitled to convert from one type of pension to another.

Section 7. Lump-Sum Payment in Lieu of Monthly Pension. If, at the time a monthly pension is payable to a Participant, the actuarial value of his lifetime pension is \$5,000 or less, the Trustees shall pay him the lump-sum amount of such actuarial value instead of the monthly pension otherwise due him. When a lump sum has been paid by the Fund, the Fund shall have no liability for the payment of any additional benefit to the Participant or his Beneficiary with respect to the Pension Credit for which the lump sum was made.

The amount of the lump-sum payment under this Section shall be determined on the basis of the 1971 Group Annuity Mortality Table for males for Employees and the 1971 Group Annuity Mortality Table for females for Beneficiaries. The interest assumption shall be equal to 7% per

annum. However, in no event shall the actuarial present value be less than that determined using the Applicable Mortality Table and the Applicable Interest Rate.

Exception: Notwithstanding the foregoing, if a Pensioner has started to receive payments in the form of the Husband-and-Wife Pension, the surviving Spouse shall receive monthly payments after the Pensioner's death unless the surviving Spouse consents in writing in a form prescribed by the Trustees to a lump-sum payment.

Section 8. Retirement.

- (a) **Before Normal Retirement.** To be considered retired and entitled to a pension under this Plan before he has attained Normal Retirement Age, a person must withdraw completely and refrain from any and all Covered Employment within the jurisdiction of the Collective Bargaining Agreement. A person must also cease and completely withdraw from work in any capacity or business activity of any kind, within the jurisdiction of the Collective Bargaining Agreement, for actual or potential wages or profit or other benefit in the same industry or in the same trade or craft for an employer (including self-employment) that does not have a Collective Bargaining Agreement with the Union. Specifically, the work prohibited includes any Work of the type performed by Employees of the fund while earning the pension or any part thereof. In any event, prohibited work shall include the last duties performed by the Employees prior to retirement regardless of the nature of the duties and shall include administrative work or duties performed in the Administrative Office or offices or duties of a secretarial or administrative nature.
 - (1) Notwithstanding any other provision to the contrary, but provided the requirements of Article III, Section 4(a) through (c) are met, during the period beginning on November 1, 2014, and ending on December 31, 2015, a person shall be considered retired and entitled to a pension under this Plan before he has attained Normal Retirement Age even if such person works in Covered Employment within the jurisdiction of the Collective Bargaining Agreement, provided that such person does not exceed 82 hours during the period from November 1, 2014 to December 31, 2014 and does not exceed 500 hours during the period from January 1, 2015 to December 31, 2015 performing such work.
- (b) **After Normal Retirement.** To be considered retired and entitled to a pension under this Plan after he has attained Normal Retirement Age, a person must withdraw and refrain from employment for wages or profit IN EXCESS OF 40 HOURS DURING A CALENDAR MONTH, OR DURING A FOUR OR FIVE WEEK PAYROLL PERIOD ENDING IN A CALENDAR MONTH, including hours paid but not worked, in the same industry or in the same trade or craft in the same geographic area covered by the Plan.
- (c) **No Suspension After Required Beginning Date.** No benefits shall be suspended under this Article for months starting on and after a Participant's Required Beginning Date, as defined in Section 5 of this Article.
- (d) **Definitions.** For the purposes of this Section:

- (1) The term "same industry" means the business activities of the types engaged in by any of the Employers maintaining the Plan at the time of the commencement of pension benefits to the retired Participant. If he becomes employed (E.G. WORKING IN ANY CAPACITY SUCH AS A SUPERINTENDENT, ASSISTANT SUPERINTENDENT, GENERAL FOREMAN, ESTIMATOR, OFFICER, DIRECTOR, OR QUALIFYING PARTY, ETC.) with an Employer engaged in such types of business activities, regardless of whether the Employer contributes to the Plan, or if he becomes engaged in such activities on a self-employed basis he shall be considered employed in the "same industry."
- (2) The "same trade or craft" means an occupation in which the Participant was employed at any time under the coverage of the Plan, any occupation utilizing the same skill(s) and any self-employment or supervisory employment related to the same skill(s) as were involved in such occupation(s) (E.G. WORKING AS A SUPERINTENDENT, ASSISTANT SUPERINTENDENT, GENERAL FOREMAN, ESTIMATOR, OR WORKING OR ACTING AS AN OWNER, OFFICER, DIRECTOR, OR QUALIFYING PARTY, ETC.).
- (3) The term "Covered Employment" as defined in Article I, Section 7, means work for which the Employer is required to contribute to this Pension Fund on the Employee's behalf.
- (4) The "same geographic area" means the state of Arizona.
- (5) Notwithstanding the foregoing, for months beginning on or after November 1, 2000, a Participant who has attained Normal Retirement Age shall not be required to refrain from employment in order to be considered retired, provided such employment is performed for a Contributing Employer or the participant is acting as an owner, officer, director, or qualifying party, or in some other capacity for a Contributing Employer.

Section 9. Suspension of Pension Payments.

- (a) Except as provided herein, if a Pensioner who is younger than Normal Retirement Age subsequently becomes employed in Work of the type described in Section 8(a) of this Article, his pension payments shall be suspended for any calendar month in which he is so employed and for six additional calendar months after ceasing such employment but not beyond Normal Retirement Age. After that period, his pension shall become payable subject to Section 8(b) of this Article.
- (b) If a Participant becomes employed in Work of the type and for the duration set forth in Section 8(b) of this Article, in addition to the other remedies available to the Board, his pension payments shall be suspended for any calendar month in which he is so employed. After that period, his pension shall again become payable.
- (c) If a Participant becomes employed in Work of the type described in either Section 8(a) or Section 8(b) of this Article, he must notify the Trustees, in writing, within 21 days following commencement of such employment. If he fails to give such written notice within such 21-day period and:

- (1) He is younger than Normal Retirement Age, his pension shall be suspended for an additional period of six months over and above the suspension period specified in the preceding Subsection (a) but not beyond the Normal Retirement Age; or if
- (2) He has attained Normal Retirement Age and the Board becomes aware that he may be employed in Work of the type described in Section 8(b) of this Article, it will be presumed, unless and until the Participant provides credible evidence to the contrary,
 - (A) That he was employed in excess of 40 hours for that month, or four or five week pay period ending in a calendar month, and
 - (B) That if such employment is at a construction site, that he was employed for as long as the Employer for whom he is employed has been engaged at that site.
- (d) A Participant shall provide the Trustees with such information as they may request in order to establish the nature and extent of any employment by the Participant. In addition, at least once each year, a Pensioner shall be required to certify on a form acceptable to the Trustees that he is retired within the meaning of the Plan. Any pension payments otherwise due shall be withheld pending adequate response by the Participant to the information and/or certification request.
- (e) A Participant whose pension has been suspended shall advise the Trustees in writing when disqualifying employment has ended. Benefit payments shall be suspended until such notice is filed with the Trustees.
- (f) A Participant may, in writing, request of the Trustees a determination whether contemplated employment will be disqualifying and the Trustees shall provide the Participant with their determination.
- (g) **Notice of Suspension.** The Trustees shall inform a Participant of any suspension of benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, a description and a copy of the relevant plan provisions, reference of the applicable regulations of the U.S. Department of Labor, a statement of the procedure for securing a review of the suspension and a description of the procedures with any necessary forms that must be filed before benefits can be resumed.
- (h) **Review.** A Participant shall be entitled to a review of a determination suspending his benefits by written request filed with the Board within 60 days of the notice of suspension of benefit. The same right to review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be disqualifying.

Section 10. Pension Payment Following Suspension.

- (a) Pension payments to a Pensioner who has ended his disqualifying employment shall be resumed beginning no later than the third month after the last calendar month for which his benefit was suspended, provided the Participant has complied with the notification requirements of this Plan.
- (b) A Pensioner who returns to Covered Employment shall, upon his subsequent retirement, be entitled to receive an increased pension based upon his age and any additional Pension Credit he earned after his return to Covered Employment calculated at the amount payable by the Plan in accordance with Article III, Section 3, at the time of his subsequent retirement.

For an Early Retirement Pensioner, the adjusted monthly pension payable (prior to the application of any optional form of payment) shall be reduced by the product of 1.0% and the total of the Early Retirement Pension payments received during his previous period(s) of retirement and prior to the Normal Retirement Age except that in no event shall the monthly amount be less than the amount paid to him at the time he returned to Covered Employment and subject to the further limitation noted in the following Subsection (c).

- (c) Suspension before Normal Retirement Age in accordance with Section 9(a) of this Article because of employment of a type OR OF A DURATION for which benefits could not be suspended after Normal Retirement Age, shall not have the effect of reducing the value of the Participant's pension for payment at his Normal Retirement Age and to the extent necessary to avoid such reduction, the monthly amount of the pension shall be adjusted so as not to deprive the Pensioner of the value of his benefits which become payable following the Normal Retirement Age.
- (d) If a Pensioner received pension payments to which he was not entitled in accordance with Section 9 of this Article, the Trustees may recover the amount of such payments by deducting the amount of the overpayments from the Participant's future monthly payments until such overpayment is fully recovered. If a Pensioner has attained Normal Retirement Age, the amount of such offset shall be limited to 100% of the amount due to the Participant for the first payment upon resumption of benefits and 25% of the monthly pension benefit amount thereafter until all overpayments are fully recovered.

This provision shall not limit the right of the Trustees to recover an overpayment by means other than deduction from pension payments.

- (e) A Disability Pensioner who recovers from his total disability and returns to Covered Employment shall be entitled, upon his subsequent retirement, to a pension in an amount calculated at the amount payable under the applicable provision of Article III at the time of his subsequent retirement, including any additional Pension Credit earned during his period of subsequent employment.

Section 11. Nonforfeitability and Vested Status. The benefits to which an Active Participant or Vested Participant is entitled under this Plan upon his attainment of Normal Retirement Age are nonforfeitable, subject, however, to retroactive amendment made within the limitation of Section 411(a)(3)(C) of the Internal Revenue Code and Section 302(c)(8) of ERISA. The

benefits to which a surviving Spouse is entitled shall likewise be nonforfeitable. Participants and Beneficiaries shall be entitled to any of the other benefits of this Plan, subject to all of the applicable terms and conditions.

An Active Participant attains status as a Vested Participant when he has fulfilled service requirements for receipt after retirement of a nonforfeitable pension.

Section 12. Incompetence or Incapacity of a Pensioner or Beneficiary. In the event it is determined to the satisfaction of the Trustees that a Pensioner or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payment due may be suspended until a guardian or conservator is appointed for the person and estate of such Pensioner or Beneficiary and thereafter all payments, including those suspended, shall be made to the duly appointed guardian or conservator.

Section 13. Nonassignment of Benefits. No Employee or Participant, entitled to any benefits under this Pension Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair in any manner his legal or beneficial interest or any interest in assets of the Pension Trust or benefits of this Pension Plan. Neither the Pension Trust nor any of the assets thereof, shall be liable for the debts of any Participant entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court of action or proceeding.

Notwithstanding the foregoing, benefits shall be paid in accordance with the applicable requirements of any "qualified domestic relations order" as defined by Section 206(d)(3) of ERISA.

Section 14. No Right of Assets. No person other than the Trustees of the Pension Trust shall have any right, title or interest in any of the income or property of any funds received or held by or for the account of the Pension Trust and no person shall have any vested right to benefits provided by the Pension Plan except as expressly provided herein.

Section 15. Limitation on Benefits Under Section 415. In addition to any other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, effective for Limitation Years beginning on and after January 1, 2008, benefits under the Plan shall be limited in accordance with section 415 of the Code and the Treasury Regulations thereunder, in accordance with this Section. This Section 15 is intended to incorporate the requirements of section 415 of the Code by reference except as otherwise specified herein.

- (a) Definitions. For purposes of this Section 15, the following terms shall have the following meanings.
- (1) 415 Compensation. "Compensation" for purposes of this Section is as defined in Article I, Section 29 of the Plan.
 - (2) Limitation Year. "Limitation Year" means the calendar year.
 - (3) Plan Benefit. "Plan Benefit" means, as of any date, the amount of a Participant's benefit as determined under the applicable provisions of the Plan before the application of the limits in this Section 15.

- (4) **Severance From Employment.** "Severance From Employment" has occurred when a Participant is no longer an employee of any Employer maintaining the Plan.
- (b) **Limit on Accrued Benefits.** For Limitation Years beginning on or after January 1, 2008, in no event shall a Participant's benefit accrued under the Plan for a Limitation Year exceed the annual dollar limit determined in accordance with section 415 of the Code and the Treasury Regulations thereunder (the "annual dollar limit") for that Limitation year. If a Participant's Plan Benefit for a Limitation Year beginning on or after January 1, 2008 would exceed the annual dollar limit for that Limitation Year, the accrued benefit, but not the Plan Benefit, shall be frozen or reduced so that the accrued benefit does not exceed the annual dollar limit for that Limitation Year.
- (c) **Limits on Benefits Distributed or Paid.** For Limitation Years beginning on or after January 1, 2008, in no event shall the annual amount of benefit distributed or otherwise payable to or with respect to a Participant under the Plan in a Limitation Year exceed the annual dollar limit for that Limitation Year. If the benefit distributable or otherwise payable in a Limitation Year would exceed the annual dollar limit for that Limitation Year, the benefit shall be reduced so that the benefit distributed or otherwise payable does not exceed the annual dollar limit for that Limitation Year.
- (d) **Protection of Prior Benefits.**
- (1) To the extent permitted by law, the application of the provisions of this Section 15 shall not cause the benefit that is accrued, distributed or otherwise payable for any Participant, including the Participant's annual benefit accrued under the Plan as separately determined for each Contributing Employer, to be less than the Participant's accrued benefit as of December 31, 2007 under the provisions of the Plan that were both adopted and in effect before April 5, 2007 and that satisfied the limitations under section 415 of the Code and the Treasury Regulations thereunder as in effect as of December 31, 2007.
- (2) For any year before 1983, the limitations prescribed by Internal Revenue Code section 415 as in effect before enactment of the Tax Equity and Fiscal Responsibility Act of 1982 shall apply, and no benefit earned under this Plan shall be reduced on account of the provisions of this Section 15 if it would have satisfied those limitations under the prior law.
- (3) For any year before 1992, the limitations prescribed by Internal Revenue Code section 415 as in effect before enactment of the Tax Reform Act of 1986 shall apply, and no benefit earned under this Plan as of the close of the last Limitation Year beginning before January 1, 1987 shall be reduced on account of the provisions of this Section 15 if it would have satisfied those limitations under the prior law.
- (e) **Section 415 Cost of Living Adjustments.** To the extent permitted by law, benefits accrued, distributed or otherwise payable with respect to any Participant while in Covered Employment and after such Participant's Severance From Employment or the

Participant's Annuity Starting Date, if earlier, that are limited by this Section 15 shall be increased annually pursuant to cost of living increases in the annual dollar limit under section 415(d)(1)(A) of the Code and the Treasury Regulations thereunder; provided, however, that in no event shall any increase under this Section 15(e) cause the amount of a Participant's accrued, distributed or otherwise payable benefit to exceed the amount of the Participant's Plan Benefit.

(f) Order in Which Limits Are Applied.

- (1) Joint and survivor annuities. To the extent permitted by law, a Participant's qualified joint and survivor annuity form of payment and the survivor annuity portion of such form of payment are computed by applying a reduction factor or factors to a Participant's Plan Benefit before the limits under this Section 15 are applied; provided however that the survivor annuity may not exceed the benefit that would have been payable to the Participant after application of the limits in this Section 15.

(g) Aggregation of Plans.

- (1) For purposes of applying the limits of this Section 15, if a Participant also participates in another tax-qualified defined benefit plan of the Employer that is not a multiemployer plan, only the benefits under this Plan that are provided by the Employer are aggregated with the benefits under the other plan.
- (2) In the event that the aggregate benefit accrued in any Plan Year by a Participant exceeds the limits under section 415 of the Code and the Treasury Regulations thereunder as a result of the mandatory aggregation of the benefits under this Plan with the benefits under another plan maintained by the Employer, the benefits of such other plan shall be reduced to the extent necessary to comply with section 415 of the Code and the Treasury Regulations thereunder.

(h) General.

- (1) To the extent that a Participant's benefit is subject to provisions of section 415 of the Code and the Treasury Regulations thereunder that have not been set forth in the Plan, such provisions are hereby incorporated by reference into this plan and for all purposes shall be deemed a part of the Plan.
- (2) This Section 15 is intended to satisfy the requirements imposed by section 415 of the Code and the Treasury Regulations thereunder and shall be construed in a manner that will effectuate this intent. This Section 15 shall not be construed in a manner that would impose limitations that are more stringent than those required by section 415 of the Code and the Treasury Regulations thereunder.
- (3) If and to the extent that the rules set forth in this Section 15 are no longer required for qualification of the Plan under section 401(a) and related provisions of the Code and the Treasury Regulations thereunder, they shall cease to apply without the necessity of an amendment to the Plan.

- (i) Interpretation or Definition of Other Terms. The terms used in this Section 15 that are not otherwise expressly defined for this Section, shall be defined as provided in the Plan, or if not defined in the Plan, shall be defined interpreted and applied for purposes of this Section 15 as prescribed in section 415 of the Code and the Treasury Regulations thereunder.

ARTICLE VIII. MISCELLANEOUS

Section 1. Nonreversion. It is expressly understood that in no event shall any of the corpus or assets of the Pension Trust revert to the Individual Employers, Association or the Union, nor cause or result in the diversion of the Fund to any purpose other than the exclusive benefit of Employees and Participants under the Plan and the payment of the administrative expenses of the Fund and the Plan, nor be subject to any claims of any kind or nature by Individual Employers, Association or the Union, except for the return of contributions to the extent and in the manner permitted by applicable law.

Section 2. Gender. Wherever any words are used in this Pension Plan in the masculine gender, they should be construed as though they were also used in the feminine gender in all situations where they would so apply. Wherever any words are used in this Pension Plan in the singular form, they should be construed as though they were also in the plural form in all situations where they would so apply and vice versa.

Section 3. Limitation of Liability. This Pension Plan has been adopted on the basis of an actuarial calculation which has established, to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of ERISA. Except for liabilities which may result from provisions of ERISA, nothing in this Plan shall be construed to impose any obligation to contribute beyond the obligation of the Individual Employer to make contributions as stipulated in its Collective Bargaining Agreement with the Union.

There shall be no liability upon the Trustees individually or collectively or upon the Union to provide the benefits established by this Pension Plan if the Pension Trust does not have assets to make such payments.

Section 4. New Employers. If an Individual Employer is sold, merged or otherwise undergoes a change of company identity, the successor company shall participate as to its employees theretofore covered in the Pension Plan just as if it were the original company, provided it remains an Individual Employer as defined in Section 11 of Article I.

Section 5. Direct Rollovers. This Section applies to distributions made on or after January 1, 1993. 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.

- (a) **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: 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, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and 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).

- (b) **Eligible Retirement Plan.** An Eligible Retirement Plan is an individual retirement account described in section 408(a) of the 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 defined contribution plan described in section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. Effective for distributions made after December 31, 2001, an Eligible Retirement Plan also includes an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. Effective for distributions made after December 31, 2007, an Eligible Retirement Plan shall also include a Roth IRA described in Code section 408A, subject to the restrictions that currently apply to rollovers from a traditional IRA into a Roth IRA.
- (c) **Distributee.** A Distributee includes any Participant or former Participant. In addition, the surviving spouse of a Participant or former Participant and a former spouse of a Participant or former Participant 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 for distributions after December 31, 2008, a Distributee also includes the Participant's nonspouse designated beneficiary. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code § 408(a) or § 408(b) ("IRA") or a Roth individual retirement account or annuity ("Roth IRA") that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code § 402(c)(11).
- (d) **Direct rollover:** A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

Section 6. Laws Applicable. This Plan is intended to comply with the Employee Retirement Income Security Act of 1974 and with the requirements for tax qualification under the Code and all regulations thereunder, and is to be interpreted and applied consistent with that intent.

ARTICLE IX. AMENDMENT AND TERMINATION

Section 1. Amendment. This Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement. However, no amendment may decrease the accrued benefit of any participant, except:

- (a) As necessary to establish or maintain the qualification of the Plan or the Trust under the Internal Revenue Code and to maintain compliance of the Plan with the requirements of ERISA.
- (b) If the amendment meets the requirements of Section 302(c)(8) of ERISA and Section 412(c)(8) of the Internal Revenue Code and the Secretary of Labor has been notified of such amendment and has either approved of it or, within 90 days after the date on which such notice was filed, he failed to disapprove.

Section 2. Termination of Participation by an Individual Employer. If an Individual Employer terminated its participation in the Trust with respect to a bargaining unit, the Trustees are empowered to reduce or cancel that part of any pension for which a person was made eligible because of employment in such bargaining unit prior to January 1, 1960 with respect to that unit. Neither shall the Trustees, the Employers who remain as Contributing Employers nor the Union be obligated to make such payments.

Section 3. Termination of Plan. The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. In the event of a termination or partial termination of this Plan the rights of all affected Participants to benefits then accrued, to the extent then funded, shall thereupon become one hundred percent (100%) vested and nonforfeitable. Upon a termination of the Plan, the Trustees shall take such steps as they deem necessary or desirable to comply with Sections 4041A and 4281 of ERISA.

ARTICLE X. MERGER OF THE TILELAYERS' PENSION TRUST FUND AND THE ARIZONA BRICKLAYERS' PENSION TRUST FUND

Section 1. General. In connection with the merger of the Tilelayers' Pension Trust Fund into the Arizona Bricklayers' Pension Trust Fund effective as of January 1, 1979, this Article describes the manner in which Active Participants as defined in Section 2(f) of this Article, become eligible for the benefits provided under this Pension Plan and the manner in which Pensioners, as defined in Section 2(e) of this Article, continue to receive the benefits provided by this Pension Plan. Unless stated to the contrary in this Article, all of the rules and provisions of this Pension Plan shall apply to Active Participants and Pensioners.

Section 2. Definitions. Unless the context or subject matter otherwise requires, the following definitions shall govern in this Article:

- (a) The term "Tilelayers' Trust" means the Pension Trust establishing the Tilelayers' Pension Trust Fund dated June 10, 1965.
- (b) The term "Tilelayers' Pension Plan" means the Rules and Regulations of the Pension Plan adopted by the Trustees of the Tilelayers' Pension Trust Fund by resolution dated December 7, 1965, as amended, and restated as of January 1, 1976.
- (c) The term "Bricklayers' Trust" means the Arizona Bricklayers' Pension Trust created by the Trust Agreement dated January 1, 1960, including any modification, amendment, extension or renewal thereof.
- (d) The term "Bricklayers' Pension Plan" means the plan of pension benefits adopted by the Board of Trustees of the Bricklayers' Trust, including any modifications, amendments, extensions, renewals or restatements thereof.
- (e) The term "Pensioner" means an Employee who is retired and who is receiving pension benefits under the Tilelayers' Plan and is on the pension rolls of the Tilelayers' Plan on the Merger Date.
- (f) The term "Active Participant" means an Employee who is engaged in Covered Employment as defined in Article I, Section 1 of the Tilelayers' Plan, other than a Pensioner or an Employee who has incurred a break in service pursuant to the provisions of Article VI, Section 5 of the Tilelayers' Plan.
- (g) The term "Merger Date" shall mean the date of the merger set forth in the Merger Agreement.
- (h) The term "Tilelayers' Pension Credit" means the periods of employment accumulated and maintained for Employees under Article VI of the Tilelayers' Plan and is the total of Past Service Credit and Future Service Credit under the Tilelayers' Plan.
- (i) The term "Tilelayers' Past Service Credit" shall mean periods of employment to the extent credited in accordance with Article VI of the Tilelayers' Plan.

- (j) The term "Tilelayers' Future Service Credit" shall mean the period of employment credited in accordance with Article VI of the Tilelayers' Plan.

Section 3. Terms and Conditions Whereunder the Bricklayers' Plan will Extend Pension Benefits to Employees Covered Under the Tilelayers' Plan.

- (a) Effective on the Merger Date, the Bricklayers' Trust agrees to assume the liability for all Pensioners under the Tilelayers' Plan and guarantees the payment of all pension benefits for the lives or the period of permanent and total disability, if applicable, of all Pensioners on the pension rolls of the Tilelayers' Plan on the Merger Date and at the monthly benefit amount in effect under the Tilelayers' Plan on the Merger Date.
- (b) The Bricklayers' Trust agrees to grant full credit to all Active Participants for each year and portion thereof of Tilelayers' Pension Credits said Active Participants earned under the rules and regulations of the Tilelayers' Plan up to the Merger Date at the monthly benefit rate in effect under the Tilelayers' Plan on the Merger Date.
- (c) Those Employees on the Merger Date who have left Covered Employment but have vested under Article VI, Section 4 of the Tilelayers' Plan will receive upon retirement a monthly pension benefit amount of the sum of the monthly benefit amount vested under the Tilelayers' Plan.
- (d) Subsequent to the Merger Date, all Active Participants previously covered by the Tilelayers' Trust, including those who retire subsequent to the Merger Date, will accumulate Pension Credit for Service after the Merger Date toward eligibility for a Pension under, and be governed by, the rules and regulations of the Bricklayers' Plan and the Bricklayers Trust with the following exceptions:
 - (1) Future Service Credits and Vesting Service Credit accumulated by Employees under the Tilelayers' Trust will be used to meet the minimum service requirements of Article II, Article III, Sections 2, 4, 6, 14 and 16 and Article VI, Sections 4, 5 and 6 of this Plan.
 - (2) Article VI, Section 6 of this Plan will not be applicable to any Pension Credit accumulated under the Tilelayers' Plan and vested on the Merger Date under Article VI, Section 4 of the Tilelayers Plan.
 - (3) The amount of contribution under the Tilelayers' Trust credited to the account of any Participant as of the Merger Date will be available for the preretirement lump-sum death benefit payable under the Bricklayers' Plan for deaths occurring subsequent to the Merger Date, subject to the maximum amount payable thereunder.

ARTICLE XI -- MINIMUM DISTRIBUTION REQUIREMENTS

Section 1. General Rules.

- (a) **Effective Date.** The provisions of this Article will apply for purposes of determining required minimum distributions for calendar years beginning after December 31, 2005. For purposes of determining minimum required distributions for calendar years 2003, 2004, and 2005, a good faith interpretation of the requirements of section 401(a)(9) of the Code shall apply.
- (b) **Precedence.**
 - (1) The requirements of this Article will take precedence over any inconsistent provisions of the Plan.
 - (2) Except to the extent inconsistent with this Article, all distribution options provided under the Plan are preserved.
 - (3) This Article does not authorize any distribution options not otherwise provided under the Plan.
- (c) **Requirements of Treasury Regulations Incorporated.** All distributions required under this Article will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code, as they may be amended from time to time.
- (d) **TEFRA Section 242(b)(2) Elections.** Notwithstanding the other provisions of this Article, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

Section 2. Time and Manner of Distribution.

- (a) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (b) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then the surviving Spouse may elect to have distributions begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

- (2) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (4) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 2(b), other than Section 2(b)(1), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 2(b) and Section 5 of this Article, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 2(b)(4) applies, the date distributions are required to begin to the surviving Spouse under Section 2(b)(1)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 2(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

- (c) **Form of Distribution.** Unless the Participant's interest is distributed in a single sum on or before the Participant's Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Sections 3, 4 and 5 of this Article.

Section 3. Determination of Amount to be Distributed Each Year.

- (a) **General Annuity Requirements.** If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:
 - (1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
 - (2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Sections 4 or 5 of this Article;
 - (3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
 - (4) payments will either be nonincreasing or increase only as follows:
 - (A) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

- (B) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Designated Beneficiary whose life was being used to determine the distribution period described in Section 4 of this Article dies or is no longer the Participant's Designated Beneficiary pursuant to a qualified domestic relations order within the meaning of section 414(p) of the Internal Revenue Code;
 - (C) to provide cash refunds of Employee contributions upon the Participant's death; or
 - (D) to pay increased benefits that result from a Plan amendment.
- (b) **Amount Required to be Distributed by Required Beginning Date.** The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 2(b)(1) or (2) of this Article) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.
- (c) **Additional Accruals After First Distribution Calendar Year.** Any additional benefits accruing to the Participant in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

Section 4. Requirements for Annuity Distributions that Commence During Participant's Lifetime.

- (a) **Joint Life Annuities Where the Beneficiary is Not the Participant's Spouse.** If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and non-spouse Designated Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the Designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury regulations as adjusted in the manner set forth in Q&A-2(c) of that regulation. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.
- (b) **Period Certain Annuities.** Unless the Participant's Spouse is the sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime

Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 4(b) of this Article or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, as they may be amended from time to time, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

Section 5. Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.

- (a) **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distribution of his or her interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed beginning no later than the time described in Section 2(b)(1) or (2) of this Article, over the life of the Designated Beneficiary or over a period certain not exceeding:
 - (1) unless the Annuity Starting Date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
 - (2) if the Annuity Starting Date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the Annuity Starting Date.
- (b) **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (c) **Death of Surviving Spouse Before Distributions to Surviving Spouse Begin.** If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section 5 will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 2(b)(1) of this Article.

Section 6. Definitions. For purposes of this Article, the following definitions shall apply:

- (a) **Designated Beneficiary.** The individual who is designated as the beneficiary under section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations, as they may be amended from time to time.
- (b) **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 2(b) of this Article.
- (c) **Life expectancy.** Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.
- (d) **Required Beginning Date.** The date specified in Article VII, Section 5(b) of the Plan.

ARTICLE XII. CONTINGENT TOP HEAVY RULES

Section 1. General Rules. If the Plan is determined to be Top Heavy (as defined in Section 2 of this Article) for any Plan Year, then for any such year the special vesting, minimum benefit, and compensation limitations of Section 3 of this Article shall apply to any Employee not included in a unit of Employees covered by a collective bargaining agreement between the Union and one or more Employers.

Section 2. Determination of Top Heavy Status

- (a) **Determination Date.** The determination date for any Plan Year is the last day of the preceding Plan Year.
- (b) **Top Heavy Status.** The Plan is Top Heavy for any Plan Year if, as of the determination date, the present value of the cumulative accrued benefits under the Plan for Key Employees exceeds 60 percent of the present value of the cumulative accrued benefits under the Plan for all Employees. For this purpose, the Actuarial Equivalent of the cumulative accrued benefits will be determined on the basis of seven percent (7%) interest and the UP84 unisex mortality table.
- (c) **Key Employees.** Effective with Plan Years beginning after December 31, 2011, a Key Employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the determination date was an officer of the Employer having annual compensation greater than \$130,000 (as adjusted under IRC §416(i)(1)), a 5-percent owner of the Employer, or a 1-percent owner of the Employer having annual compensation of more than \$150,000. For this purpose, annual compensation means compensation as defined in Article I, Section 29 and Section 3(c) of this Article. The determination of who is a Key Employee will be made in accordance with IRC §416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.
- (d) **Aggregation Rules.** In determining if the Plan is Top Heavy, the Plan shall be aggregated with each other plan in the required aggregation group as defined in Internal Revenue Code Section 416(g)(2)(A)(i) and may, in the Joint Board of Trustees' discretion, be aggregated with any other plan in the permissive aggregation group as defined in Internal Revenue Code Section 416(g)(2)(A)(ii). Required aggregation group means each plan of an Employer in which a Key Employee is a participant and each other plan of that Employer which enables each said plan to meet the requirements of Internal Revenue Code Sections 401(a)(4) or 410. Permissive aggregation group means plans of an Employer that are required to be aggregated, plus one or more plans of the Employer that are not part of a required aggregation group but that satisfy the requirements of sections 401(a)(4) and 410 when considered together with the required aggregation group.
- (e) **Special Rules.**
 - (1) **Distributions During Year Ending on the Determination Date.** The present values of accrued benefits and the amounts of account balances of an Employee as of the determination date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under IRC §416(g)(2) during the one-year period ending on the determination date. The preceding sentence also shall apply to distributions under a terminated

plan which, had it not been terminated, would have been aggregated with the Plan under IRC §416(g)(2)(A)(i). In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "five-year period" for "one-year period."

- (2) **Employees not Performing Services During Year Ending on the Determination Date.** The accrued benefits and accounts of any individual who has not performed services for the Employer during the one-year period ending on the determination date shall not be taken into account.
- (3) If an individual is not a Key Employee for any Plan Year but was a Key Employee for any prior Plan Year, any accrued benefit for such Employee shall not be taken into account for purposes of determining if the Plan is Top Heavy.
- (4) For purposes of this Article XII, "Compensation" for a Plan Year means the amount specified in Article I, Section 29 and Section 3(c) of this Article.
- (5) The Joint Board of Trustees is authorized to adopt any other rules or regulations necessary to insure that the Plan complies in all respects with the Top Heavy rules of the Internal Revenue Code.

Section 3. Special Vesting, Minimum Benefit, and Compensation Rules. The following rules will apply only to Employees not included in a unit of Employees covered by a collective bargaining agreement requiring contributions to this Plan, and only if the Plan as a whole becomes Top Heavy. Such Employees are referred to herein as Top Heavy Employees.

(a) **Vesting.**

- (1) **Applicability.** If the Plan becomes Top Heavy the vesting schedule set forth in paragraph (a)(2) below shall apply to the accrued benefit of every Top Heavy Employee who has at least one Contributory Hour while the Plan is Top Heavy. Participants who do not have a Contributory Hour while the Plan is Top Heavy will have their vesting determined under the regular vesting schedule. Any accrued benefits that were forfeited before the Plan became Top Heavy will remain forfeited.
- (2) **Special Vesting Schedule.** If the Plan becomes Top Heavy, the following vesting schedule shall apply instead of the Plan's regular vesting schedule to the Participants defined in paragraph (1):

Years of Vesting Service	Percentage
2	20
3	40
4	60
5 or more	100

- (3) **End of Top Heavy Status.** If, after being determined to be Top Heavy, the Plan ceases to be Top Heavy, then

- (A) The non-forfeitable percentage of a Participant's accrued benefit before the Plan ceased to be Top Heavy will not be reduced;
- (B) Any Top Heavy Employee with three or more years of Vesting Credit at the time the Plan ceased to be Top Heavy will have the vesting schedule of paragraph (2) above applied to his accrued benefits whenever earned; and
- (C) Any Top Heavy Employee with less than three years of Vesting Credit at the time the Plan ceased to be Top Heavy will have the Plan's regular vesting provisions apply to all benefits accrued after the Plan ceased to be Top Heavy.

(b) **Special Minimum Benefit Rules.**

- (1) **Applicability.** If the Plan becomes Top Heavy, then for the first year that the Plan is Top Heavy, and for all subsequent years during which it is Top Heavy, the minimum benefit set forth in paragraph (b)(2) below shall apply to all Top Heavy Employees (other than Key Employees) who have a year of Vesting Credit during any such Plan Year.
- (2) **Special Minimum Benefit.** If the Plan becomes Top Heavy, the minimum Normal Pension benefit for Top Heavy Employees (other than Key Employees) shall be the greater of: (a) the Plan's basic Normal Pension benefit determined under Section 1 of Article III, or (b) two percent of the Participant's Average Top Heavy Compensation for each year of Vesting Credit beginning after March 31, 1984 during which the Plan was Top Heavy, up to a maximum of 10 such years.

For purposes of satisfying the minimum benefit requirements of IRC §416(c)(1) and in determining years of service with the Employer, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan benefits (within the meaning of IRC §410(b)) no Key Employee or former Key Employee.

- (3) Average Top Heavy Compensation shall mean the average Compensation for work performed while a Participant in this Plan for the period of consecutive Top Heavy Years, not exceeding five, during which the Participant had the greatest aggregate Compensation. Top Heavy Years are those Plan Years beginning on or after January 1, 2012 for which the Plan is determined to be Top Heavy.

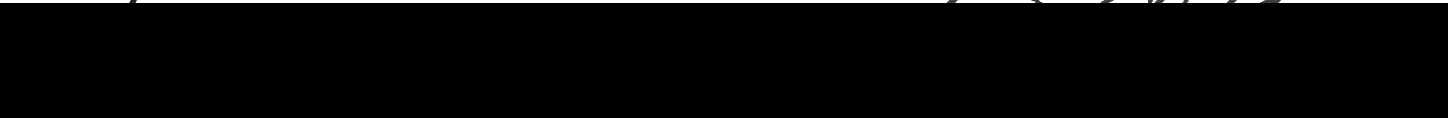
- (c) **Compensation Limitation.** If the Plan is Top Heavy for any Plan Year, the amount of any Top Heavy Employee's Compensation for all purposes of the Plan, other than determining Key Employee status, shall not exceed \$150,000 (as adjusted).

An Employee's Compensation shall include any elective deferral (as defined under Internal Revenue Code Section 402(g)(3)), and any amount which is contributed or deferred by the Employer at the election of the Employee and which, by reason of Internal Revenue Code Sections 125 or 457, is not includible in the gross income of the Employee.

An Employee's Compensation shall also include any amount which is contributed or deferred by the Employer at the election of the Employee, and which, by reason of Section 132(f)(4) of the Internal Revenue Code is not includible in the gross income of the Employee.

* * *

The undersigned Chairman and Co-Chairman of the Board of Trustees of the Arizona Bricklayers Pension Trust Fund do hereby certify that the foregoing January 1, 2015 Restatement of the Pension Plan was duly adopted by the Board of Trustees at a meeting duly called and held on AUG - 6 2015.



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**AMENDMENT NO. 1
TO THE RESTATED RULES AND REGULATIONS
OF THE PENSION PLAN FOR
THE ARIZONA BRICKLAYERS' PENSION TRUST FUND**

Effective January 1, 2015, the Trustees of the Arizona Bricklayers' Pension Trust Fund ("Trust Fund") hereby amend the Restated Rules and Regulations of the Pension Plan ("Pension Plan") for the Trust Fund as follows:

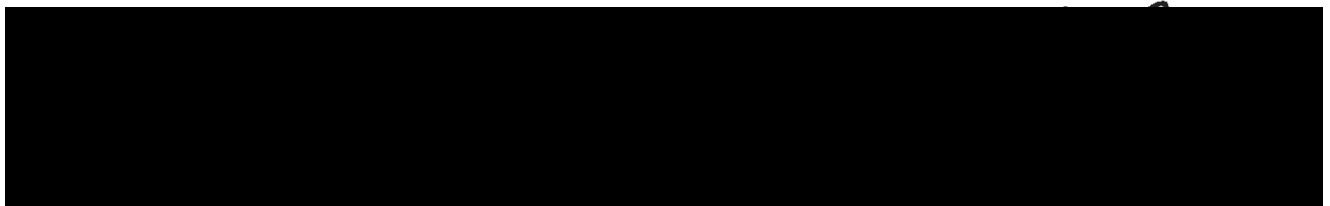
1. Article VII, Section 8(a)(1) is amended to read as follows:

(1) Notwithstanding any other provision to the contrary, but provided the requirements of Article III, Section 4(a) through (c) are met, during the period beginning on November 1, 2014, and ending on December 31, 2015, a person shall be considered retired and entitled to a pension under this Plan before he has attained Normal Retirement Age even if such person works in Covered Employment within the jurisdiction of the Collective Bargaining Agreement, provided that such person does not exceed 82 hours during the period from November 1, 2014 to December 31, 2014, and does not exceed 600 hours during the period from January 1, 2015 to December 31, 2015, performing such work.

2. Article VII, Section 8(a) is amended by the addition of a new subsection (a)(2) as follows:

(2) Article VII, Sections 9(a) and 9(c)(1) shall not apply to a person who is considered retired and entitled to a pension because of the application of subsection (a)(1) of this Section.

The undersigned Chairman and Co-Chairman of the Board of Trustees of the Arizona Bricklayers Pension Trust Fund do hereby certify that the foregoing Amendment No. 1¹ to the Restated Rules and Regulations of the Pension Plan was duly adopted by the Board of Trustees at the meeting held on May 7, 2015.



8/6/15
Dated

8-6-15
Dated

¹ This Amendment No. 1 to the Restated Rules and Regulations of the Pension Plan was adopted by the Trustees at the meeting held on May 7, 2015 as Amendment No. 32 (and Amendment No. 1 under the Proposed Restatement). The Proposed Restatement has been adopted by the Trustees, and the above Amendment has been renamed No. 1 for ease of reference.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 17 2015

BOARD OF TRUSTEES ARIZONA
BRICKLAYERS PENSION TRUST FUND
2400 WEST DUNLAP AVE SUITE 250
PHOENIX, AZ 85021

Employer Identification Number:
51-6119487
DLN:
17007029069025
Person to Contact:
BRIAN R FRAZIER, SR ID# 31467
Contact Telephone Number:
(513) 263-4693
Plan Name:
PENSION PLAN FOR THE ARIZONA
BRICKLAYERS PENSION TRUST FUND
Plan Number: 001

Dear Applicant:

We have made a favorable determination on the plan identified above based on the information you have supplied. Please keep this letter, the application forms submitted to request this letter and all correspondence with the Internal Revenue Service regarding your application for a determination letter in your permanent records. You must retain this information to preserve your reliance on this letter.

Continued qualification of the plan under its present form will depend on its effect in operation. See section 1.401-1(b)(3) of the Income Tax Regulations. We will review the status of the plan in operation periodically.

The enclosed Publication 794 explains the significance and the scope of this favorable determination letter based on the determination requests selected on your application forms. Publication 794 describes the information that must be retained to have reliance on this favorable determination letter. The publication also provides examples of the effect of a plan's operation on its qualified status and discusses the reporting requirements for qualified plans. Please read Publication 794.

This letter relates only to the status of your plan under the Internal Revenue Code. It is not a determination regarding the effect of other federal or local statutes.

This determination letter gives no reliance for any qualification change that becomes effective, any guidance published, or any statutes enacted, after the issuance of the Cumulative List (unless the item has been identified in the Cumulative List) for the cycle under which this application was submitted.

This determination letter is applicable for the amendment(s) executed on 11/6/14 & 8/7/14.

This determination letter is also applicable for the amendment(s) dated on 8/2/12.

This determination is conditioned upon your adoption of the proposed

Letter 2002

SOUTHWEST SERVICE
ADMINISTRATORS, INC.

JUL 23 2015

BOARD OF TRUSTEES ARIZONA

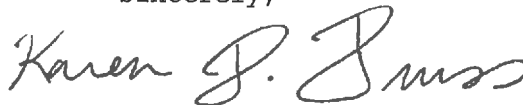
restated plan as submitted with your or your representative's letter dated 1/27/15. The proposed plan should be adopted on or before the date prescribed by the regulations under Code section 401(b).

This letter may not be relied on after the end of the plan's first five-year remedial amendment cycle that ends more than 12 months after the application was received. This letter expires on January 31, 2020. This letter considered the 2013 Cumulative List of Changes in Plan Qualification Requirements.

We have sent a copy of this letter to your representative as indicated in the Form 2848 Power of Attorney or appointee as indicated by the Form 8821 Tax Information Authorization.

If you have questions concerning this matter, please contact the person whose name and telephone number are shown above.

Sincerely,



Karen D. Truss
Director, EP Rulings & Agreements

Enclosures:
Publication 794

Letter 2002

SOUTHWEST SERVICE
ADMINISTRATORS, INC.

JUL 23 2015

BOARD OF TRUSTEES ARIZONA

This determination letter does not provide reliance for any portion(s) of the document that incorporates the terms of an auxiliary agreement (collective bargaining, reciprocity and/or participation agreement), unless the exact language of the section(s) that is being incorporated by reference to the auxiliary agreement has been appended to the document.

SOUTHWEST SERVICE
ADMINISTRATORS, INC.

JUL 23 2015

CLAIMS SUPPORT 1

Letter 2002



Favorable Determination Letter

Publication 794
(January 2013)

SOLITARY SERVICE
ADMINISTRATIVE, INC.

JUL 23 2015

CLAIMS SUPPORT I

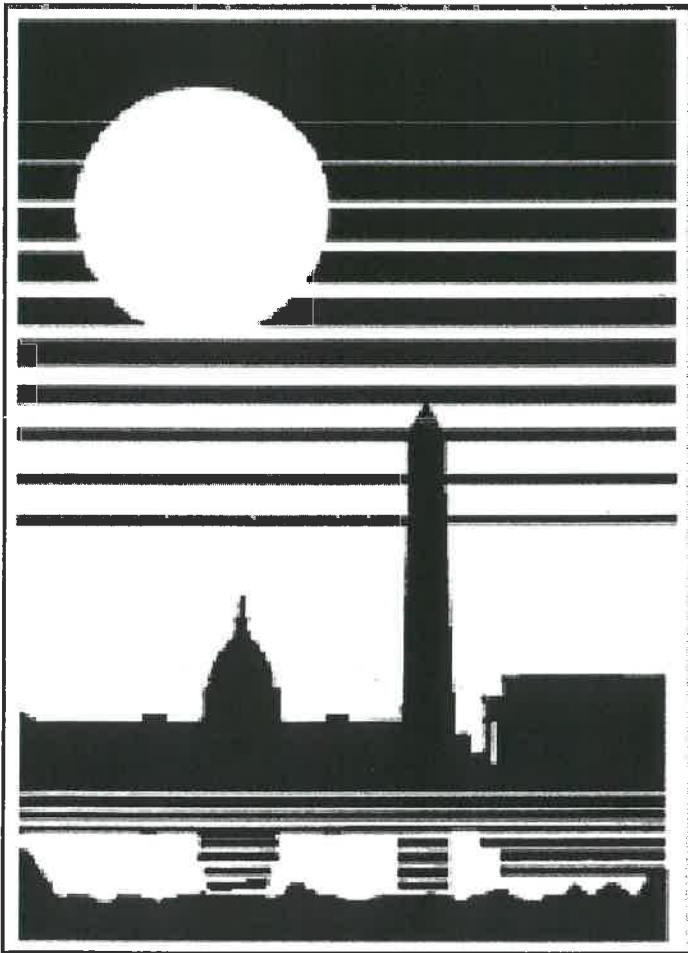
Introduction

This publication explains the significance of a favorable determination letter, points out some features that may affect the qualified status of an employee retirement plan and nullify the determination letter without specific notice from us, and provides general information on the reporting requirements for the plan.

Significance of a Favorable Determination Letter

An employee retirement plan qualified under Internal Revenue Code (IRC) section 401(a) (qualified plan) is entitled to favorable tax treatment. For example, contributions made in accordance with the plan document are generally currently deductible. However, participants will not include these contributions in income until the time they receive a distribution from the plan. In some cases, taxation may be further deferred by rollover to another qualified plan or individual retirement arrangement. (See Publication 575, Pension and Annuity Income, for further details.) Finally, plan earnings may accumulate tax free. Employee retirement plans that fail to satisfy the requirements under IRC section 401(a) are not entitled to favorable tax treatment. Therefore, many employers desire advance assurance that the terms of their plans satisfy the qualification requirements.

The Internal Revenue Service (IRS) provides such advance assurance through the determination letter program. A favorable determination letter indicates that, in the opinion of the IRS, the terms of the plan conform to the requirements of IRC section 401(a). A favorable determination letter expresses the IRS's opinion regarding the form of the plan document. However, to be a qualified plan under IRC section 401(a) entitled to favorable tax treatment, a plan must satisfy, in both form and operation, the requirements of IRC section 401(a), including nondiscrimination and coverage



requirements. If elected, a favorable determination letter may also provide assurance that the plan satisfies certain of these nondiscrimination requirements in form. See the following topic, Limitations and Scope of a Favorable Determination Letter, for more details.

Limitations and Scope of a Favorable Determination Letter

A favorable determination letter is limited in scope. A determination letter generally applies to qualification requirements regarding the form of the plan.

Generally no reliance for nondiscrimination requirements.

Generally, a favorable determination letter does not consider, and may not be relied on with regard to whether a plan satisfies the nondiscrimination requirements of IRC section 401(a)(4).

However, if elected by the applicant, a determination letter may be relied on with respect to whether the terms of the plan satisfy one of the design-based safe harbors in Regulation sections 1.401(a)(4)-2(b) and 1.401(a)(4)-3(b), pertaining to the requirement that either the contributions or the benefits under a qualified plan be nondiscriminatory in amount.

No reliance for coverage requirements.

A favorable determination letter does not consider, and may not be relied on with regard to whether a plan satisfies the minimum participation requirements of IRC section 401(a)(26) and the minimum coverage requirements of IRC section 410(b).

No reliance for changes in law and guidance subsequent to publication of the applicable Cumulative List.

Every year, the IRS publishes a Cumulative List of Changes in Plan Qualification Requirements,

(Cumulative List). The Cumulative List identifies changes in the qualification requirements that the IRS will consider in reviewing determination letter applications that are filed during the 12-month "submission period" that begins on the February 1st following publication of the applicable list.

A determination letter for an on-going individually designed plan is based on the Cumulative List in effect for the submission period in which the determination letter application is filed (that is, the "applicable Cumulative List"). See sections 4, 13, and 14 of Revenue Procedure 2007-44 for further details.

Generally, a determination letter issued to an adopting employer of a pre-approved volume submitter plan with minor modifications is based on the list for which the volume submitter practitioner filed its application for an advisory letter for the volume submitter specimen plan (that is, the "applicable Cumulative List," in the case of a volume submitter plan).

For terminating plans, a determination letter is based on the law in effect at the time of the plan's proposed date of termination. See section 8 of Rev. Proc. 2007-44.

A favorable determination letter generally may not be relied on for any guidance published, or any statutes enacted, after the issuance of the "applicable Cumulative List" or for any qualification requirements that become effective in a calendar year after the calendar year in which the submission period begins, except for guidance that is included in the "applicable Cumulative List." See section 4.03 of Rev. Proc. 2007-44.

Other limitations. In addition, the following apply generally to all determination letters:

- If the employer maintain two or more retirement plans, any of which were either not submitted to the IRS

for determination or not disclosed on each application, certain limitations and requirements will not have been considered on an aggregate basis. Therefore, the employer may not rely on the determination letter regarding the plans when considered as a total package.

- A determination letter does not consider the special requirements relating to: (a) IRC section 414(m) (affiliated service groups), (b) IRC section 414(n) (leased employees), or (c) a partial termination of a plan unless the application includes requests that the letter consider such requirements.

- A determination letter does not consider whether actuarial assumptions are reasonable for funding or deduction purposes or whether a specific contribution is deductible.

- A determination letter does not express an opinion whether disability benefits or medical care benefits are accident and health plan benefits under IRC section 105 or whether contributions are contributions by an employer to accident and health plans under IRC section 106.

- A determination letter does not express an opinion on whether the plan is a governmental plan defined in IRC section 414(d).

- A determination letter does not express an opinion on whether contributions made to a plan treated as a governmental plan defined in IRC section 414(d) constitute employer contributions under IRC section 414(h)(2), nor on whether a governmental excess benefit arrangement satisfies the requirements or IRC section 415(m).

- A determination letter does not express an opinion on whether the plan is a church plan within the meaning of section 414(e).

Become familiar with the terms of the determination letter. Call the contact person listed on the determination letter if any of the terms in the determination letter are not understood.

Retention of Information.

Whether a plan meets the qualification requirements is determined from the information in the written plan document, the application form, and the supporting information submitted by the employer. **Therefore, the employer must retain a copy of the application, information submitted with the application and all other correspondence.**

Other Conditions for Reliance.

We have not verified the information submitted with the application. The determination letter will not provide reliance if:

- (1) there has been a misstatement or omission of material facts, (for example, the application indicated that the plan was a governmental plan and it was not a governmental plan);
- (2) the facts subsequently developed are materially different than the facts on which the determination was made; or
- (3) there is a change in applicable law.

Amendments to the plan for changes in law and guidance.

A favorable determination letter issued for an individually designed plan provides reliance up to and including the expiration date identified on the determination letter. This reliance is conditioned upon the timely adoption of any necessary interim amendments as required by section 5.04 of Rev. Proc. 2007-44. A favorable determination letter issued to an adopting employer of a pre-approved volume submitter plan with minor modifications provides reliance up to and including the last day of

the six-year remedial amendment cycle, conditioned upon the timely adoption of any necessary interim amendments as required by section 5.04 of Rev. Proc. 2007-44. Also see Rev. Proc. 2011-49, 2011-44 I.R.B. 609 sections 5.01 and 15.05.

Plan Must Qualify in Operation

Generally, a plan qualifies in operation if it satisfies the coverage and nondiscrimination requirements and is maintained according to its terms. However, a plan generally must be operated in a manner that satisfies any change in the qualification requirements for the period beginning when the change is effective, even if the plan has not yet been amended for the change. Changes in facts on which the determination letter was issued may mean that the determination letter may no longer be relied upon.

Some examples of the effect of a plan's operation on a favorable determination are:

Contributions or benefits in excess of the limitations under IRC section 415. A retirement plan may not provide retirement benefits or, in the case of a defined contribution plan, contributions and other annual additions, that exceed the limitations specified in IRC section 415. The plan contains provisions designed to provide benefits within these limitations. The plan is disqualified if these limitations are exceeded.

Top heavy minimums under IRC section 416. If this plan is top heavy in accordance with IRC 416, the plan must provide certain minimum benefits and vesting for non-key employees. If the plan provides the minimum benefits and accelerated vesting only for years during which the plan is top heavy, failure to identify such years and to provide the accelerated vesting and benefits will disqualify the plan.

Actual deferral percentage or contribution percentage tests.

If this plan provides for cash or deferred arrangements, employer matching contributions, or employee contributions, the determination letter considers whether the terms of the plan satisfy the requirements specified in IRC section 401(k)(3) or 401(m)(2), in form. However the determination letter does not consider whether special nondiscrimination tests described in IRC section 401(k)(3) or 401(m)(2) have been satisfied in operation.

Reporting Requirements

Most plan administrators or plan sponsors/employers who maintain an employee benefit plan must file a Form 5500 series annual return/report.

A "Final" Form 5500 series annual return/report must be filed if the plan is terminated.

Form 5330 for prohibited transactions. Transactions between a plan and someone having a relationship to the plan (disqualified person) are prohibited, unless specifically exempted from this requirement. A few examples are loans, sales and exchanges of property, leasing of property, furnishing goods or services, and use of plan assets by the disqualified person. Disqualified persons who engage in a prohibited transaction for which there is no exceptions must file Form 5330 by the last day of the seventh month after the end of the tax year of the disqualified person.

Form 5330 for tax on nondeductible employer contributions to qualified plans - If contributions are made to this plan in excess of the amount deductible, a tax may be imposed upon the excess contribution. Form 5330 must be filed by the last day of the seventh month after the end of the employer's tax year.

Form 5330 for tax on excess contributions to cash or deferred arrangements or excess employee contributions or employer matching contributions - If a

plan includes a cash or deferred arrangement (IRC section 401(k)) or provides for employee contributions or employer matching contributions (IRC section 401(m)), then excess contributions that would cause the plan to fail the actual deferral percentage or the actual contribution percentage test are subject to a tax unless the excess is eliminated within 2½ months after the end of the plan year. Form 5330 must be filed by the due date of the employer's tax return for the plan year in which the tax was incurred.

Form 5330 for tax on reversions of plan assets - Under IRC section 4980, a tax is payable on the amount of almost any employer reversion of plan assets. Form 5330 must be filed by the last day of the month following the month in which the reversion occurred.

Form 5310-A for certain transactions - Under IRC section 6058(b), an actuarial statement is required at least 30 days before a merger, consolidation, or transfer (including spin-off) of assets to another plan. This statement is required for all plans. However, penalties for non-filing will not apply to defined contribution plans for which:

- (4) The plans must not have an unamortized waiver or unallocated suspense account.

Penalties will also not apply if the assets transferred are less than three percent of the assets of the plan involved in the transfer (spinoff), and the transaction is not one of a series of two or more transfers (spinoff transactions) that are, in substance, one transaction.

The purpose of the above discussions is to illustrate some of the principal filing requirements that apply to pension plans. This is not an exclusive listing of all returns and schedules that must be filed.

- (1) The sum of the account balances in each plan equals the fair market value of all plan assets,
- (2) The assets of each plan are combined to form the assets of the plan as merged,
- (3) Immediately after a merger, the account balance of each participant is equal to the sum of the account balances of the participant immediately before the merger, and