
ARTICLE IV Benefit Credits and Years of Vesting Service

Section 4.01. General.

The purpose of this Article is to define the basis on which Participants accumulate Benefit Credit and Vesting Service toward eligibility for a pension. This Article also defines the basis on which Benefit Credit, once accumulated, may be cancelled.

Section 4.02. Benefit Credits.

(a) For employment before April 30, 1976

(1) During the Contribution Period.

For periods during the Contribution period before April 30, 1976, a Participant shall be credited with Benefit Credits on the basis of his hours of Work in Covered Employment in accordance with the following schedule:

Less than 300 hours	0 Benefit Credit
300 but less than 600 hours	1/4 Benefit Credit
600 but less than 900 hours	1/2 Benefit Credit
900 but less than 1,200 hours	3/4 Benefit Credit
1,200 or more hours	1 Benefit Credit

(2) Before the Contribution Period.

A Participant shall be credited with Benefit Credits for the periods before the Contribution Period on the basis of his work in Covered Employment in accordance with the following:

- (A) In order to receive any Benefit Credits for periods before the Contribution Period, under either Subsection (B) or (C) following, an Employee must establish that he earned at least \$600 during the two-year period May 1, 1963 through April 30, 1965, in employment which is now considered Covered Employment, in work covered by a Collective Bargaining Agreement for any other Local Union affiliated with the International Association or in employment by the International Association.

In the event an Employee submits evidence that he was receiving Workers' Compensation during the two-year period May 1, 1963 through April 30, 1965 as a result of a disability arising from work in Covered Employment, and, as a result was unable to earn at least \$600, that Employee shall be deemed to have met the requirements of this Paragraph 4.02(a)(2).

- (B) The Trustees recognize that it would be very difficult for any Employee to prove at the present time exactly where he worked as an ironworker over the many years before May 1, 1965. A conclusive presumption is, therefore, established that an Employee was employed in Covered Employment during any fiscal year that an Employee was a member of Iron Workers Local 17. An Employee will be credited with one Benefit Credit for each fiscal year (May 1 through April 30) that he was a member of Iron Workers Local 17 prior to May 1, 1965, for any part of the year.
- (C) For any period which is not covered by Subsection (B) above, an Employee shall be entitled to one Benefit Credit for each fiscal year (May 1 through April 30) prior to May 1, 1965 during which he earned \$2,000 in work covered by a Collective Bargaining Agreement of Iron Workers Local 17.

(b) Employment after April 30, 1976.

For periods after April 30, 1976 a Participant shall be credited with Benefit Credits on the basis of his hours of Work in Covered Employment in accordance with the following schedule:

<u>Hours of Work</u>	<u>Benefit Credit</u>
Less than 300 hours	0 Benefit Credit
300 but less than 600 hours	1/4 Benefit Credit
600 but less than 900 hours	1/2 Benefit Credit
900 but less than 1,200 hours	3/4 Benefit Credit
1,200 or more hours	1 Benefit Credit

If, in a Plan Credit Year, a Participant completes a Year of Vesting Service but less than

300 hours of Work in Covered Employment, he shall be credited with a prorated portion of a full Benefit Credit in the ratio of hours of Work in Covered Employment to 1,600 hours; the definition of a Full Year of Participation.

(c) Employment after May 1, 1986.

For employment after May 1, 1986, a Participant shall be credited with Benefit Credits on the basis of his hours of Work in Covered Employment in accordance with the following schedule for the Plan Credit Year ending April 30, 1986 and thereafter:

<u>Hours of Work</u>	<u>Benefit Credit</u>
Less than 300 hours	0 Benefit Credit
300 but less than 600 hours	1/4 Benefit Credit
600 but less than 900 hours	1/2 Benefit Credit
900 but less than 1,200 hours	3/4 Benefit Credit
1,200 but less than 1,750 hours	1 Benefit Credit
1,750 but less than 2,000 hours	1-1/4 Benefit Credit
2,000 or more hours	1-1/2 Benefit Credit

To earn more than one (1) Benefit Credit in a Plan Credit Year in accordance with the above schedule, a Participant's "banked" hours must equal 1,200.

A Participant shall earn Benefit Credit for the Plan Credit Years prior to April 30, 1986 based on hours of Work in Covered Employment in accordance with the schedule listed in 4.02(b).

(d) Employment after May 1, 2005.

For employment after May 1, 2005, a Participant shall be credited with Benefit Credits on the basis of his hours of Work in Covered Employment in accordance with the following schedule for the Plan Credit Year ending April 30, 1986 and thereafter:

<u>Hours of Work</u>	<u>Benefit Credit</u>
Less than 300 hours	0 Benefit Credit
300 but less than 600 hours	1/4 Benefit Credit
600 but less than 900 hours	1/2 Benefit Credit
900 but less than 1,200 hours	3/4 Benefit Credit
1,200 or more hours	1 Benefit Credit

A Participant is no longer eligible to earn more than one (1) Benefit Credit for any Plan Year beginning on or after May 1, 2005. A Participant shall earn Benefit Credits for Plan Credit Years prior to April 30, 2005 based on hours of Work in Covered Employment in accordance with the schedule listed in subsections (a) through (c) of this Section 4.02.

(e) **Employment after May 1, 2006**

For employment after May 1, 2006, a Participant shall be credited with Benefit Credits on the basis of his hours of Work in Covered Employment in accordance with the following schedule for the Plan Credit Year ending April 30, 2006 and thereafter:

<u>Hours of Work</u>	<u>Benefit Credit</u>
Less than 475 hours	0 Benefit Credit
475 but less than 949 hours	1/4 Benefit Credit
950 but less than 1,449 hours	1/2 Benefit Credit
1,450 but less than 1,899 hours	3/4 Benefit Credit
1,900 or more hours	1 Benefit Credit

A Participant is no longer eligible to earn more than one (1) Benefit Credit for any Plan Year beginning on or after May 1, 2005. A Participant shall earn Benefit Credits for Plan Credit Years prior to April 30, 2005 based on hours of Work in Covered Employment in accordance with the schedule listed in subsections (a) through (d) of this Section 4.02.

Section 4.03. Years of Vesting Service.

(a) **General Rule.**

A Participant shall be credited with One Year of Vesting Service for each Plan Credit Year during the Contribution Period (including periods before he became a Participant) in which he completed at least 900 hours of Service in Covered Employment. In the event the Participant works at least 300 hours in Covered Employment, the amount of Benefit Credit earned shall also count as that amount of Vesting Service. This rule is subject to the following subsections.

(b) **Additions.**

If a Participant works for a Contributing Employer in a job not covered by this Plan, his hours of Service in such non-covered job during the Contribution Period after April 30,

1976 shall be counted toward a Year of Vesting Service. For purposes only of determining hours of Service for Participation and Years of Vesting Service under the Plan with respect to such non-covered employment, a Contributing Employer shall mean and include an employer as defined in Internal Revenue Code Sections 414(b), (c) and (m).

(c) Exceptions.

A Participant shall not be entitled to credit toward a Year of Vesting Service for the following periods:

- (1) Years preceding a Permanent Break in Service as defined in Section 4.04(d) for periods prior to May 1, 1976.
- (2) Years preceding a Permanent Break in Service as defined in Section 4.04(c) for periods after April 30, 1976.
- (3) Years before January 1, 1971 unless the Participant earned at least three (3) Years of Vesting service after December 31, 1970.

Section 4.04. Breaks in Service.

(a) General.

If a person has a Break in Service before he has earned at least ten (10) Benefit Credits or ten (10) Years of Vesting Service, it has the effect of canceling his standing under the Plan, that is, his Participation, his previously credited Years of Vesting Service, and his previous Benefit Credits provided however, if the Participant earns one (1) Hour of Service on or after May 1, 1999, he will not suffer a Break in Service after he has earned five (5) Benefit Credits or five (5) Years of Service.

However, a Break may be temporary, subject to repair by a sufficient amount of subsequent service. A longer Break may be permanent.

(b) One-Year Break in Service.

- (1) A person has a One-Year Break in Service in any Plan Credit Year in which he

fails to complete at least 300 hours of Service in Covered Employment.

- (2) Time of employment with a Contributing Employer in non-covered employment after April 30, 1976 if creditable under Section 4.03(b) shall be counted as if it were Covered Employment in determining whether a Break in Service has been incurred.
- (3) A One-Year Break in Service is repairable, in the sense that its effects are eliminated if, before incurring a Permanent Break in Service, the Employee subsequently earns one-quarter of Benefit Credit. Previously earned Years of Vesting Service and Benefit Credits shall be restored. However, nothing in this Paragraph 4.04(b)(3) shall change the effect of a Permanent Break in Service.
- (4) Solely for the purpose of determining whether a One-Year Break in Service has occurred, the absence of an Employee from Service by reason of (a) her pregnancy, (b) birth of a child of the Employee, (c) placement of a child with the Employee in connection with his or her adoption of the child, or (d) care for such child for a period beginning immediately after such birth or placement shall be credited as hours of Service to the extent that hours of Service would have been credited but for such absence (or, where that cannot be determined, eight hours of Service per day of absence) to a maximum of 501 hours for each such pregnancy, childbirth, or placement. The hours so credited shall be applied to the Plan Credit Year in which such absence begins, if doing so will prevent the Employee from incurring a One-Year Break in Service in that Plan Credit Year; otherwise they shall be applied to the next Plan Year. The Trustees may require, as a condition for granting such credit, that the Employee establish in timely fashion and to the satisfaction of the Trustees that the Employee is entitled to such credit. This Paragraph 4.04(b)(4) shall apply only to absences that begin after April 30, 1984.

(c) Permanent Break in Service after April 30, 1976.

A person has a Permanent Break in Service if he has consecutive One-Year Breaks in

Service, including at least one after April 30, 1976, that equal or exceed the number of Years of Vesting Service with which he had been credited. In any event, however, a Participant shall not incur a Permanent Break in Service after April 30, 1985 until his consecutive One-Year Breaks equal at least five.

(d) Permanent Break in Service Before May 1, 1976.

A person shall have incurred a Permanent Break in Service if before May 1, 1976, he failed to earn any Benefit Credit during a period of three-consecutive years.

(e) Effect of Permanent Break in Service.

If a person who has not met the requirements for a pension has a Permanent Break in Service: His previous Benefit Credits and Years of Vesting Service are cancelled.

- (1) His Participation is cancelled, new Participation being subject to the provisions of Section 2.04.

Section 4.05. Grace Period.

The periods of time described below will be disregarded in determining whether there has been a Break in Service as described in Section 4.04. An Employee will not, however, earn Benefit Credit during such periods, except as provided in Subsection 4.05(d) and (e).

- (a) Temporary unemployment for a period of one fiscal year due to lack of work in the area under the jurisdiction of Iron Workers Local 17, provided the Employee was available for such employment.
- (b) Employment as an Employee of the International Association for an unlimited period of time. Provisions regarding the effect of benefit increases shall be in accordance with Section 3.25 with respect to employees in this category.
- (c) Employment with a political subdivision such as a municipality, water authority, board of education, or other public entity, and the employment is of the type covered under the Collective Bargaining Agreement with a Contributing Employer, provided it is within the geographic jurisdiction of the Union. It is also provided that there is an agreement between the public employer and the Union that such employment will be performed

by participants who would otherwise work in Covered Employment. Provisions regarding the effect of benefit increases shall be in accordance with Section 3.25 with respect to employees in this category.

- (d) (1) Effective May 1, 1986, a Participant employed by a political subdivision such as a municipality, water authority, board of education, or other public entity, and whose employment is of the type covered under a Collective Bargaining Agreement with a Contributing Employer, provided it is within the geographic jurisdiction of the Union, may contribute to the Fund at the rate of contribution provided for in the most recent Collective Bargaining Agreement. Contributions from such Participant shall be for all hours of work with such political subdivision, but at a rate not less than forty (40) hours per week.

All Contributions are to be paid directly to the Fund Office monthly and are due by the 15th of the month following the month in which the work was performed.

All Contributions received and credited by this Fund in this manner are immediately Vested on behalf of the Participant who makes such Contributions.

- (2) Vesting Service and Benefit Credit shall be granted in accordance with Sections 4.02(c) through (e) as applicable and 4.03(a), respectively, to a Participant who is employed under circumstances established in Paragraph 4.05(d)(1) and is presently making Contributions to the Fund in accordance with Paragraph 4.05(d)(1) above.

- (e) Employment by an Employer in work other than Covered Employment provided: (1) the Employee has earned at least one Benefit Credit after May 1, 1965, and (2) the Employee returns to Covered Employment prior to his retirement, and (3) the Employee at the time he makes application for a Pension pays to the Fund for each year or portion of a year of such employment a sum determined by multiplying the rate of contribution provided for in each applicable Collective Bargaining Agreement by 2,080 hours, or if less than a year, at the rate of 40 hours for each week of such employment. (The

Employee shall receive Benefit Credit for the hours for which he makes a contribution as if these hours had been worked in Covered Employment.)

- (f) Employment as an Iron Worker in the jurisdiction of any Local Union of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers.

Section 4.06. Military Service.

- (a) Service in the Armed Forces of the United States shall be credited to the extent required by law. To protect his full rights, an Employee who left Covered Employment to enter such Military Service should apply for re-employment with his Employer within the time prescribed by law. Furthermore, he must call his claim for credit for Military Service to the attention of the Trustees and be prepared to supply the evidence that the Trustees will need in order to determine his rights.
- (b) If an Employee leaves Covered Employment to enter active service in the Armed Forces of the United States, the period of such Military Service, for up to five years, shall not be counted toward a Break in Service. Moreover, if he returns to Work in Covered Employment (or makes himself available for Covered Employment) within the time periods set forth in subsection (c) below, after his separation from Military Service, the period of such Military Service shall, for up to five years, be credited toward Years of Vesting Service. Additionally, effective for any Military Service on or after December 12, 1994, the Participant will receive Benefit Credit for any Qualified period of Military Service if the Participant meets the Reemployment requirements set forth in subsection (c) below.
- (c) If a Participant returns to Work in Covered Employment (or makes himself available for Covered Employment) after his honorable discharge from Military Service, the period of such Military Service shall be credited. The time period for a reemployment deadline varies depending upon the time period of the Participant's Military Service. If the Service was less than thirty-one (31) days, then the Participant must be reemployed within one (1) day after discharge. If the Military Service was less than one hundred eighty (180) days, then the Participant must be reemployed within fourteen (14) days

after discharge. If the military service was more than one hundred eighty (180) days, then the Participant must be reemployed with ninety (90) days after discharge.

However, the Employer is responsible for notifying the Fund Office of the reemployment within thirty (30) days of the date that the participant is reemployed.

Effective May 1, 2009, in the event that a Participant leaves Covered Employment to enter qualified Military Service and dies while in active duty, he will be deemed to meet the reemployment rules set forth above for purposes of receiving credit through the date of his death.

- (d) A Participant who reenters Covered Employment on or after December 12, 1994, will be credited with Hours of Service for the time he was engaged in Service in the Uniformed Services. This calculation will only be applicable if the Participant fails to earn one (1) full Benefit Credit based on actual work in a Plan Year. One-twelfth (1/12) of a Year of Vesting Service and one-twelfth of a Benefit Credit shall be credited for each month or part of a month spent in military service. The Participant's hours shall be based upon his average hours worked over the three years prior to entering military service or, if less, the actual time worked.
- (e) A Participant who claims entitlement to Hours for Service in the Uniformed Services shall submit such documentation as the Trustees may require to demonstrate the Participant's return to Covered Employment in a timely fashion, that the Participant did not exceed the limitations on the time allowed in Service in the Uniformed Services, and that the Participant's entitlement to benefits has not otherwise terminated in accordance with Federal Law. No hours shall be credited to a Participant for Service in the Uniformed Services if the Participant's separation from the Uniformed Services was by a dishonorable or bad conduct discharge, or under other than honorable conditions.
- (f) The funds required to pay for the hours credited to a Participant under this Section shall be allocated from general assets of the Fund, and no individual Employer will be liable to make contributions for such hours.

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- (g) Effective January 18, 2006, if a Participant received a distribution of all or part of his benefits in connection with his qualified Military Service, then the Participant may repay the distribution amount upon reemployment. The repayment amount shall include any interest that would have accrued had the distribution not been made. The repayment may be made during the period beginning on the date of reemployment and continuing for up to three (3) times the Participant's length of Military Service, but not to exceed five (5) years or termination of Covered Employment.

Section 4.07. Service in the International Association.

Notwithstanding any other provisions of this Pension Plan, any member of Iron Workers Local 17 who was an elected officer of the International Association during the two-year period commencing May 1, 1963, through April 30, 1965, shall be credited with one Benefit Credit for each fiscal year that he was a member of Iron Workers Local 17 prior to May 1, 1965. Such member shall also receive one Benefit Credit for each year after May 1, 1965 in which he serves as an elected officer of the International Association and is a member of Iron Workers Local 17. In order to be eligible for any of the pension benefits provided by this Pension Plan upon separation from the employment of the International Association, such member shall make payments at the applicable collective bargaining rate for a minimum of 1,200 hours into the Pension Fund, and upon payment of said contributions such member shall be eligible to apply all accumulated Benefit Credits towards eligibility for pension payments under this Plan.

Section 4.08. Banking of Hours and Non-Work Periods Credited.

An Employee who works more than 1,200 hours (1,900 hours for Plan Credit Years beginning May 1, 2006 and after) in Covered Employment during a Plan Credit Year shall have his hours "banked" for use in the future when he does not work sufficient hours to earn a full Benefit Credit.

- (a) This subsection sets forth the details of the banking provision:
- (1) During the period May 1, 1965 to May 1, 2006, if an Employee works more than 1,200 hours in Covered Employment during a Plan Credit Year after May 1, 1965, his hours in excess of 1,200 will be banked for his future use.

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- (2) During the period on or after May 1 2006, if an Employee works more than 1,900 hours in Covered Employment during a Plan Credit Year, his hours in excess of 1,900 will be banked for future use.
 - (3) The maximum number of hours which can be banked for an Employee at any one time is 1,200 (1,900 for the Plan Credit Years beginning May 1, 2006 and after) and any excess being cancelled and forfeited. However, the bank of an Employee can be replenished if it is reduced below 1,200 hours (1,900 for Plan Credit Years beginning May 1, 2006 and after).
 - (4) Hours in an Employee's bank shall be applied during any Plan Credit Year when the hours the Employee worked are not sufficient to earn a full Benefit Credit, up to the maximum needed for a Benefit Credit. If the Employee's actual hours worked, and banked, are not sufficient to give him a full Benefit Credit, only the number of hours needed to give him an even 2 or 3 quarters of Benefit Credit ($\frac{1}{2}$ or $\frac{3}{4}$) will be applied from the bank. However, the hours in the bank cannot be applied during any Plan Credit Year that the Employee did not earn at least one-quarter ($\frac{1}{4}$) Benefit Credit.
 - (5) Effective as of May 1, 2006, the maximum hour bank that a Participant can earn is 1,900. However, all Participants that maintained an hour bank balance of 1,200 hours as of the May 1, 2006 and as of the first day of the Benefit Credit Year in at least five (5) of the prior ten (10) Plan Credit Years shall be provided credits to his hour bank as of May 1, 2006 up to the maximum of 1,900.

(b) Benefit Credit for Banked Hours at Retirement.

An Employee, who has hours banked to his credit at the time he retires, shall be given Benefit Credit for such hours in accordance with Subsection 4.02(d) (Section 4.02(e) applies if he retires on or after May 1, 2006). Therefore, an Employee can obtain up to one (1) full Benefit Credit if his hour bank is full at the time he retires.

(c) Non-Work Periods Credited.

Certain periods when a Participant is not actually working in Covered Employment are recognized for purposes of granting Benefit Credit as follows:

- (1) If a Participant is absent from Covered Employment as the result of disability for which he receives weekly accident and sickness benefits from the Iron Workers Local 17 Insurance Benefit Plan, he shall receive credit for 25 hours of employment for each week of total disability not to exceed 650 hours (325 hours before January 1, 1994) with respect to any one period of disability. Effective May 1, 2006, the Participant shall receive credit for 36.538 hours of employment for each week of total disability not to exceed 950 hours with respect to any one period of disability.
- (2) If a Participant is absent from Covered Employment as the result of a disability arising from Covered Employment for which Workers' Compensation benefits are paid, he shall receive credit for 25 hours of employment for each week of total disability not to exceed 650 hours (325 hours before January 1, 1994) with respect to any one period of disability. Effective May 1, 2006, the Participant shall receive credit for 36.538 hours of employment for each week of total disability not to exceed 950 hours with respect to any one period of disability.

Section 4.09. Family and Medical Leave Act.

Solely for the purpose of determining whether a Participant has incurred a Break in Service, any leave of absence granted by an Employer, up to 12 weeks, that qualifies under the Family and Medical Leave Act (FMLA) shall not be counted as a Break in Service for purposes of determining eligibility and vesting.

ARTICLE V Pension Benefits for Married Participants

Section 5.01. General.

This Article applies only to Participants who have at least one hour of Service (including paid leave) for an Employer after May 1, 1976, except as provided in Section 5.05. Any Participant that does not have a Spouse upon the date of retirement shall only receive his benefit in the form of a Single Life Annuity.

The following general provisions are subject to all of the conditions and limitations in this Article:

- (a) If a married Participant makes a benefit election after December 31, 1984, the benefit is to be paid as a 50% Joint and Survivor Pension unless:
 - (1) the Participant and Spouse elect otherwise in accordance with Subsection 5.03(e); or
 - (2) the Spouse is not a Qualified Spouse as defined below; or
 - (3) the benefit is payable only in a single sum, under Paragraph 5.04(e)(1).
- (b) If a married Participant with a vested right to a pension under the Plan (other than a Disability Pension) dies after August 22, 1984 but before his pension payments have started, a Preretirement Surviving Spouse Pension shall be payable as described in this Article.
- (c) For purposes of this Plan, a "Spouse" is a person to whom a Participant is considered married under applicable law and, to the extent provided in a Qualified Domestic Relations Order (within the meaning of Sections 206(d) of ERISA and 414(p) of the Internal Revenue Code), a Participant's former Spouse.
- (d) To be eligible to receive the survivor's pension in accordance with a 50% Joint and Survivor Pension or a Preretirement Surviving Spouse Pension, the Spouse must be a "Qualified Spouse". A Spouse is a Qualified Spouse if the Participant and Spouse were married on the date of the Participant's death and had been married throughout the year ending with the earlier of the Participant's annuity starting date or the date of the

Participant's death. However, for purposes of the preceding sentence, a Spouse must also be treated as a Qualified Spouse if the Participant and Spouse were married at the time of the Participant's annuity starting date and remained married for one year.

- (e) Notwithstanding any provision to the contrary in Subsection 5.01(c) or (d) above, for purposes of this Article a person to whom a Participant was married on the date his pension payments started and for at least one year immediately before that, but who is divorced from the Participant after that date, shall be considered his Qualified Spouse on the date of his death (if she is living at that time) unless a Qualified Domestic Relations Order provides otherwise.

Section 5.02. Effective Date.

The provisions of this Article do not apply:

- (a) To a pension, the Annuity Starting Date of which was before May 1, 1976 or if May 1, 1976 or after, the Participant failed to earn any Benefit Credit or Vesting Service after May 1, 1976.
- (b) If the Participant or former Participant incurred a Break in Service before May 1, 1976, unless it was subsequently cured by a return to Covered Employment of at least 300 hours of Work in a Plan Credit Year.

Section 5.03. 50% Joint and Survivor Pension at Retirement.

- (a) The pension of a Participant who is married to a Qualified Spouse on his Annuity Starting Date shall be paid in the form of a 50% Joint and Survivor Pension, unless a valid waiver of that form of payment has been filed with the Plan. This includes a Disability Pension that is payable.
- (b) A 50% Joint and Survivor Pension means that the Participant will receive an adjusted monthly amount for life and, if the Participant dies before the Qualified Spouse, the latter will receive a monthly benefit for life of 50% of the Participant's adjusted monthly amount. The Participant's monthly amount shall be a percentage of the full monthly amount otherwise payable as a single life pension (after adjustment, if any, for early retirement) as follows:

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- (1) If the Participant's pension is not a Disability Pension - the percentage shall be 88.0% plus .4% for each full year that the Spouse is older than the Participant and minus .4% for each full year that the Spouse is younger than the Participant;
 - (2) If the Participant's pension is a Disability Pension - the percentage shall be 77.5% plus .4% for each full year that the Spouse is older than the Participant and minus .4% for each full year that the Spouse is younger than the Participant;
 - (3) In no event is the percentage to be greater than 99%; and
 - (4) The adjusted monthly amount of the Participant's pension shall be rounded to the closest multiple of \$0.50.
- (c) A 50% Joint and Survivor Pension, once payments have begun, may not be revoked but the Pensioner's benefits may increase in accordance with Section 5.08.
- (d) A retiring Participant shall be advised by the Trustees of the effect of payment on the basis of the 50% Joint and Survivor Pension, including a comparison of the full single life pension amount and of the adjusted amount.
- (e) The 50% Joint and Survivor Pension may be waived in favor of another form of distribution, including the Single Life Annuity or Qualified Joint and 75% Survivor Pension, only as follows:
- (1) The Participant files the waiver in writing in such form as the Trustees may prescribe, and the Participant's Spouse acknowledges the effect of the waiver and consents to it in writing, witnessed by a notary public or such representative of the Plan as the Trustees may designate for that purpose.
 - (2) The Participant establishes to the satisfaction of the Trustees that:
 - (A) he or she is not married;
 - (B) the Spouse whose consent would be required cannot be located; or
 - (C) consent of the Spouse cannot be obtained because of extenuating circumstances, as provided in Treasury Regulations.

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- (3) To be timely, the request for a waiver and any required consent must be filed with the Trustees before the date payments start, except that it may be filed later if within one-hundred eighty (180) days of the date the Participant was notified by the Trustees of the effect of the 50% Joint and Survivor Pension. The Participant may file a new waiver or revoke a previous waiver at any time during that one hundred eighty (180) day period prior to the Annuity Start Date.
 - (4) A Spouse's consent to a waiver of the 50% Joint and Survivor Pension shall be effective only with respect to that Spouse, and shall be irrevocable unless the Participant revokes the waiver to which it relates.
 - (5) A waiver is valid only if a written explanation of the effect of the 50% Joint and Survivor Pension has been provided to the Participant no earlier than one hundred eighty (180) days before the Annuity Starting Date and no later than thirty (30) days before the Annuity Starting Date. The Participant may file a new waiver or revoke a previous waiver at any time during the one hundred eighty (180) day period prior to the Annuity Starting Date. Notwithstanding the foregoing, a Participant may commence receiving benefits before thirty (30) days have elapsed from receipt of such notice provided the Participant and Spouse waive such thirty (30) day advance waiting period, in writing. However, distribution cannot begin sooner than the eighth (8th) day.

The written explanation described above shall include the following:

- A. The terms and conditions of a 50% Joint and Survivor Pension;
- B. the participant's right to make and the effect of an election to waive the 50% Joint and Survivor Pension form of benefit;
- C. the rights of a Participant's Spouse;
- D. the right to make, and the effect of, a revocation of a previous election to waive the 50% Joint and Survivor Pension;
- E. the relative values of the various optional forms of benefit under the Plan; and

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- F. the notice of the right to defer receipt of the benefits and the consequences of failing to defer receipt of the plan distribution.
- (6) A waiver of the 50% Joint and Survivor Pension described in this Section 5.03 shall be void if:
- (A) someone other than the Participant's Qualified Spouse is named as Beneficiary under the Plan for any share of the Participant's benefit that would otherwise be payable as a death benefit under the 50% Joint and Survivor Pension, unless
 - (B) the Spouse has acknowledged the designation of the non-Spouse Beneficiary in connection with that Spouse's consent to the Participant's waiver of the 50% Joint and Survivor Pension in writing, witnessed by a Notary Public.

Thereafter, any changes of Beneficiary shall be void if the Participant has a Qualified Spouse at the date of death, unless the change of Beneficiary is consistent with the Spouse's written consent.

- (7) Subject to the requirements for documentation described in Paragraph 5.03(e)(1) above, a Participant must file with the Trustees, before his Annuity Starting Date, a written representation on which the Trustees are entitled to rely concerning that Participant's marital status which, if false, gives the Trustees the right to adjust the dollar amount of the pension payments made to the alleged surviving Spouse so as to recover any benefits which may have been erroneously paid.
- (f) If the 50% Joint and Survivor Pension would be payable except for the fact that the Spouse is not a Qualified Spouse on the Participant's Annuity Starting Date payments start because the Participant and Spouse have not been married for at least a year at that time, pension payments to the Participant shall be made in the amount adjusted for the 50% Joint and Survivor Pension and if the Participant and Spouse have not been

married to each other for at least a year before the death of the Participant, the difference between the amounts that had been paid and the amounts that would have been paid if the monthly amount had not been adjusted shall be paid to the Spouse, if then alive, and otherwise to the Participant's Beneficiary.

- (g) **Qualified Optional Form of Benefit for Married Participants.** A Participant who is eligible to receive a retirement benefit under this Plan and is survived by a spouse to whom he had been married throughout the one (1) year period ending on the date of retirement, shall also be provided with the option to elect his form of payment as a Qualified Joint and 75% Survivor Pension set forth herein. In order to elect this form of payment, at the time of application for pension, he shall have specifically rejected, in writing, the 50% Joint and Survivor Pension and shall not have revoked, in writing, any such rejection prior to the earliest date of which a pension payment is made.

This Qualified Joint and 75% Survivor Pension is an immediate annuity for the life of the retired Participant with a survivor annuity for the life of his surviving Spouse, if any, commencing as of the first day of the month following the death of such retired Participant which is equal to 75% of the amount payable during the life of such retired Participant. The Participant's monthly amount shall be a percentage of the full monthly amount otherwise payable as a single life pension (after adjustment, if any, for early retirement) as follows:

- (1) If the Participant's pension is not a Disability Pension, the percentage shall be 83.5% plus .5% for each full year that the spouse is older than the Participant and minus .5% for each full year that the spouse is younger than the Participant;
- (2) If the Participant's pension is a Disability Pension - the percentage shall be 70.3% plus .5% for each full year that the spouse is older than the Participant and minus .5% for each full year that the spouse is younger than the Participant;
- (3) In no event is the percentage to be greater than 99%; and
- (4) The adjusted monthly amount of the Participant's pension shall be rounded to

the closest multiple of \$0.50.

Section 5.04. Preretirement Surviving Spouse Pension.

- (a) If a Participant who has a Qualified Spouse dies before his Annuity Starting Date, but at a time when he had earned a vested right to a pension, a Preretirement Surviving Spouse Pension shall be paid to the Participant's surviving Spouse.
- (b) A Spouse is a Qualified Spouse for the purpose of this Section 5.04 if the Participant and Spouse have been married to each other throughout the year immediately before his death, or if the couple were divorced after being married for at least one year and the former Spouse is required to be treated as a Spouse or surviving Spouse under a Qualified Domestic Relations Order.
- (c) If the Participant described in Subsection 5.04(a) above died at a time when he would have been eligible to begin receiving payment of a pension (other than a Disability Pension) had he retired, the surviving Qualified Spouse shall be entitled to a lifetime Surviving Spouse Pension determined in accordance with the provisions of Section 5.03 as if the Participant had retired the day before he died.
- (d) If the Participant described in Subsection 5.04(a) above died before he would have been eligible to begin receiving pension payments had he retired (other than a Disability Pension), the surviving Qualified Spouse shall be entitled to a Preretirement Surviving Spouse Pension determined as if the Participant had separated from service under the Plan on the earlier of the date he last worked in Covered Employment or the date of his death, had survived to the earliest age at which a pension (other than a Disability Pension) would be payable to him under the Plan, retired at that age with an immediate 50% Joint and Survivor Pension, and died the next day. In other words, the Preretirement Surviving Spouse Pension begins when the Participant would have attained the earliest retirement age for which he would have qualified and the amount is 50% of what the Participant's pension amount would have been, after adjustment, if any, for the early retirement and for the 50% Joint and Survivor Pension form. The amount shall be determined under the terms of the Plan in effect when the Participant

last worked in Covered Employment, unless otherwise expressly specified.

(e) Notwithstanding any other provision of this Article, a Preretirement Surviving Spouse Pension shall not be paid in the form, manner or amount described above if one of the alternatives set forth in this Subsection 5.04(e) applies.

(1) If the Actuarial Present Value of the benefit is \$5,000 or less, the Trustees shall make a single-sum payment to the Spouse in an amount equal to that actuarial present value, in full discharge of the Preretirement Surviving Spouse Pension.

(2) The Spouse may elect in writing, filed with the Trustees, and on whatever form they may prescribe, to defer commencement of the Preretirement Surviving Spouse Pension until a specified date that is no later than the first of the month on or immediately before the date on which the Participant would have reached age 70-1/2. The amount payable at that time shall be determined as described in Subsection 5.04(c) and (d), except that the benefit shall be paid in accordance with the terms of the Plan in effect when the Participant last worked in Covered Employment (unless otherwise specified) as if the Participant had retired with a 50% Joint and Survivor Pension on the day before the surviving Spouse's payments are scheduled to start, and died the next day.

If the deceased Participant's surviving Spouse dies before the date the surviving Spouse elected to begin receiving the benefit, the Preretirement Surviving Spouse Pension will be forfeited and there will be no payments to any other Beneficiary.

(3) If the Preretirement Surviving Spouse Pension is payable under Subsection 5.04(d) and it would not otherwise start until at least one year after the Trustees learn of the Participant's death, the surviving Spouse may elect, on whatever form the Trustees may prescribe, to have payments start earlier, but no earlier than 60 days after she applies for the benefits. In that case the monthly benefits will be adjusted so that the Actuarial Present Value of the pension payable to the surviving Spouse is equivalent to that of the pension that

would have been payable under Subsection 5.04(d). No election may be made under this Paragraph 5.04(e)(3) if the pension that would become payable to the surviving Spouse would be less than \$25 per month.

- (4) Effective for Participant's deaths occurring prior to August 15, 2008, the Death Benefit under Section 3.20 shall be paid instead of the Preretirement Surviving Spouse Pension only if the Actuarial Present Value of that benefit is greater than the Actuarial Present Value of the Preretirement Surviving Spouse Pension in Subsection 5.04(d). However, effective with any Participant death benefit on or after August 15, 2008, a surviving spouse shall only receive death benefits in accordance with this Section 5.04.

Section 5.05. Inactive Vested Participants.

- (a) A Participant who: (1) had at least one hour of Service under the Plan after September 1, 1974; (2) is vested; (3) had not retired under the Plan before August 23, 1984; and (4) is not otherwise entitled to, or eligible to elect, protection for a surviving Spouse through a "qualified joint and survivor annuity" within the meaning of Section 205 of ERISA, either before or after enactment of the Retirement Equity Act, shall be entitled to receive his benefit as a 50% Joint and Survivor Pension in accordance with the provisions of the Plan in effect before May 1, 1985, by written request filed with the Trustees before the Annuity Starting Date.
- (b) A Participant, who: (1) had at least one hour of Service for an Employer after April 30, 1976; (2) has a vested right to a pension and credit for at least ten Years of Vesting Service; and (3) was not receiving pension payments under the Plan as of August 23, 1984, is entitled to protection for a surviving Spouse through a "qualified joint and survivor annuity" under this Article as amended on account of the Retirement Equity Act of 1984.
- (c) A Participant who (1) had at least one hour of Service for an Employer after April 30, 1976, (2) has a vested right to a pension and credit for at least five (5) Years of Vesting Service, and (3) was not receiving pension payments under the Plan as of August 23,

1984, is entitled to protection for a surviving spouse through a “qualified joint and survivor annuity” under the Article as amended on account of the Retirement Equity Act of 1984.

- (d) The benefit schedule applied under this Section 5.05 shall be that in effect as of the beginning of the Plan Credit Year immediately after 1975 or, if later, the beginning of the Plan Credit Year immediately after the Participant last completed a Year of Service, unless otherwise expressly specified.

Section 5.06. Relation to Qualified Domestic Relations Order.

Any rights of a former Spouse or other alternate payee under a Qualified Domestic Relations Order, with respect to a Participant's pension, shall take precedence over those of any later Spouse of the Participant under this Article.

Section 5.07. Trustees' Reliance.

The Trustees shall be entitled to rely on written representations, consents, and revocations submitted by Participants, Spouses or other parties in making determinations under this Article and, unless such reliance is arbitrary or capricious, the Trustees' determinations shall be final and binding, and shall discharge the Fund and the Trustees from liability to the extent of the payments made. This means that, unless the plan is administered in a manner determined to be inconsistent with the fiduciary standards of Part 4 of Title I of ERISA, the Fund shall not be liable under this Article for duplicate benefits with respect to the same Participant, or for surviving spouse benefits in excess of the Actuarial Present Value of the benefits described in this Section 5.07, determined as of the Participant's Annuity Starting Date or, if earlier, the date of the Participant's death.

Section 5.08. Adjustments of Pension Amount.

- (a) When a 50% Joint and Survivor Pension becomes effective, the amount of the Pensioner's monthly benefit shall be adjusted in accordance with Subsection 5.03(b).
- (b) (1) In the event a Spouse predeceases the Pensioner, the monthly benefit shall be adjusted to an amount as though the 50% Joint and Survivor Pension had not been in effect. The adjustment will commence with the first scheduled benefit

payment following the Spouse's death. This adjustment provision is limited to a one time occurrence. Meaning that, should the Pensioner remarry, the 50% Joint and Survivor Pension cannot be reinstated and the adjusted benefit amount will continue until the Pensioner's death.

- (2) In the event a Spouse divorces a Pensioner, the monthly benefit shall be adjusted to an amount as though the 50% Joint and Survivor Pension had not been in effect. The adjustment will commence with the first scheduled benefit payment following the presentation to the Fund Office of a Qualified Domestic Relations Order which excludes the former Spouse from any benefits. This adjustment provision is limited to a one time occurrence. Meaning that, should the Pensioner remarry, the 50% Joint and Survivor Pension cannot be reinstated and the adjusted benefit amount will continue until the Pensioner's death.

- (c) However, the above adjustments shall not be deemed a vested right of any Participant or Pensioner or part of his accrued benefit, and are subject to change by the Trustees for pensions commencing later or for elections or rejections which the Participant or Pensioner has the option to make later.

Section 5.09. Survivor Benefit Limitations.

Notwithstanding any other provision of the Plan, payment of the 50% Joint and Survivor Pension, the Preretirement Surviving Spouse Pension, and the death benefits and optional benefits provided under Sections 3.20, 3.21 and 3.22 shall comply with the limits of Code Section 401(a)(9) and the incidental death benefit rule and the regulations prescribed thereunder including Sections 1.401(a)(9)-1 and 1.401(a)(9)-2 of the Treasury Regulations.