
ARTICLE VI Benefit Payment Provisions

Section 6.01. Applications.

- (a) A pension must be applied for in writing and filed with the Trustees in advance of the Annuity Starting Date. To be timely for this purpose, an application need not be formally complete provided it gives notice to the Trustees of the applicant's intention to retire and desire to begin to receive pension payments.
- (b) A pension shall not be payable for any month before the month an application has been filed, except to the extent that the Trustees find that failure to make timely application was due to extenuating circumstances.

Section 6.02. Information and Proof.

Every claimant for benefits shall furnish, at the request of the Trustees, any information or proof reasonably required to determine his benefit rights. Failure to furnish such evidence on a timely basis and in good faith shall be sufficient reason for the denial of immediate benefits or suspension of continuation of such benefits to such claimant, as applicable. If the claimant makes a willfully false statement material to his application or furnishes fraudulent information or proof material to his claim, benefits not Vested under this Plan (as defined in Section 6.10) may be denied, suspended, or discontinued. The Trustees shall have the right to recover, through legal proceedings, any benefits paid in reliance on any false statement, information, or proof submitted by a claimant (including withholding of material fact) plus interest and costs, without limitation by recovery through offset of benefit payments as permitted by this Section 6.02.

Section 6.03. Action of Trustees.

- (a) The Trustees shall be the sole judges of the standard of proof required in any case and of the application and interpretation of this Plan, and the decisions of the Trustees shall be final and binding on all parties.
- (b) Wherever in the Plan the Trustees are given discretionary powers, they shall exercise such powers in a uniform and non-discriminatory manner. The Trustees shall process a claim for benefits as speedily as is feasible, consistent with the need for adequate

information and proof necessary to establish the claimant's benefit rights and to commence the payment of benefits.

- (c) The Trustees further have fact-finder discretionary authority to decide all facts relevant to the determination regarding eligibility, participation and entitlement to benefits under this Plan. In making these determinations, the Trustees shall be entitled to, but need not rely upon, information supplied by a Participant, Beneficiary or representative thereof.
- (d) All questions or controversies of whatsoever character arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, as to the construction of the language of this Plan or any rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or account in connection with the operation of the Plan or otherwise, shall be submitted to the Board of Trustees for decision. In the event a claim for benefits has been denied, no lawsuit or other action against the Fund or its Trustees may be filed until the matter has been submitted for review under the ERISA-mandated review procedure set forth in Section 6.04. After exhausting the internal claims procedure, the Participant or Beneficiary may bring an action in any federal or state court of competent jurisdiction to review the final determination of the Trustees no later than ninety (90) days after the final determination of the Plan is rendered. The decision on review shall be binding upon all persons dealing with the Plan or claiming any benefit hereunder, except to the extent that such decision may be determined to be arbitrary or capricious by a court or arbitrator having jurisdiction over such matter.

Section 6.04. Right to Appeal.

If an application for benefits under this Plan has been denied, in part or in whole, or if a dispute arises as to the amount of his Individual Account, the application shall then have the right to appeal the decision. The applicant is to be provided with adequate notice in writing setting forth :

- (a) the specific reasons for such denial,

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- (b) the sections in the Plan or Summary Plan Description upon which the denial was based;
 - (c) a description of additional information which the Employee may be able to provide that is necessary for the claim for benefit and the reason it is necessary;
 - (d) a copy of the claims and appeals procedures for the Plan;
 - (e) a notice of any internal guideline or protocol used in making the decision, if applicable, and your right to receive a copy; and
 - (f) a notice of the Employee's right to a file litigation in federal court under ERISA Section 502.

An Employee can appeal a decision by written request filed with the Trustees within sixty (60) days (one hundred eighty (180) days for disability retirement claims) after receipt of such notice. The appeal shall be considered by the Trustees at the regularly scheduled quarterly meeting. The Board shall make benefit determinations upon appeal at the meeting that immediately follows the Plan's receipt of the request for review, unless the request is filed less than thirty (30) days prior to the meeting. In such case, the Board may make the determination upon appeal at the second meeting following the Plan's receipt of the request for review. The Administrator shall notify the claimant of the benefit determination as soon as possible after the meeting, but not later than five (5) days after the benefit determination is made.

In the application and interpretation of any of the provisions of this Plan, the decisions of the Trustees shall be final and binding on all parties, including Employees, Employers, the Union, Annuitants and the Beneficiaries.

Section 6.05. Benefit Payments Generally.

- (a) A Participant who is eligible to receive benefits under this Plan and who makes application in accordance with the rules of the Pension Plan shall be entitled upon retirement to receive the monthly benefits provided for the remainder of his life, subject to the other provisions of this Article and of any other applicable provisions of this Plan.
- (b) Pension benefits shall be payable commencing with the Annuity Starting Date.

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- (c) Effective May 1, 1985, if a Participant's Beneficiary is not his surviving Spouse, the payment of any benefits under the Plan that become payable on account of the Participant's death shall begin no later than one year from the date of death or, if later, as soon as practicable after the Trustees learn of the death.
- (d) Payment of benefits may begin sooner, but, shall not be delayed to a date later than 60 days after the last of the following dates, unless requested by the Participant:
- (1) The end of the Plan Credit Year in which the Participant attained Normal Retirement Age; or
 - (2) the end of the Plan Credit Year in which the Participant retired as that term is defined in Section 6.07; or
 - (3) the date the Participant filed a claim for benefits; or
 - (4) the date the Trustees were first able to ascertain entitlement to, or the amount of, the pension.
- (e) Effective as of May 1, 1989, if the Annuity Starting Date is after the Participant's Normal Retirement Age, the monthly benefit will be 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 pursuant to the provisions of this Plan, and then converted as of the Annuity Starting Date to the benefit payment form elected in the pension application or to the automatic form of 50% Joint and Survivor Pension, if no other form is elected.
- (1) If a Participant first becomes entitled to additional benefits after Normal Retirement Age, whether through additional service or because of a benefit increase, the actuarial increase in those benefits will start from the date they would first have been paid rather than Normal Retirement Age.
 - (2) For purposes of this Subsection 6.05(e), a pension shall not be considered due and payable for any month in which the Participant is engaged in Disqualifying Employment as defined in the Plan.

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- (f) Notwithstanding any other provision of this Plan, if the Actuarial Present Value of a benefit payable under the Plan is \$5,000 or less as of the date payment would start, the Trustees shall pay it in a single sum equal to that value. This Subsection 6.05(f) shall not apply after payment of the Participant's pension has begun unless the Participant, Spouse, or Beneficiary consents in writing to the single-sum distribution.

If the value of the Participant's benefit is \$1,000 or less, distribution shall be made immediately whether or not the Participant makes application. If the value of the Participant's benefit is more than \$1,000 (but not more than \$5,000) distribution shall be made only upon the Participant's written consent. The spousal consent requirement for Participant distributions shall not apply for purposes of this Section.

The preceding paragraphs shall not apply to benefits with an actuarial present value of \$5,000 or less for a surviving spouse or Alternate Payee under a Qualified Domestic Relations Order (as defined in Code Section 414(p)).

For purposes of this subsection, actuarial present value shall be determined in accordance with Section 1.01.

Section 6.06. Mandatory Commencement of Benefits.

- (a) Notwithstanding any provision of the Plan to the contrary, effective April 1, 1988, the Fund will begin benefit payments to all Participants by their Required Beginning Date, whether or not they apply for benefits.
- (b) A Participant who earns additional Benefit Credit and who is being paid a pension because he has attained the Required Beginning Date will have his pension recalculated each May 1 for the additional Benefit Credit earned during the Plan Credit Year without any offset of the payments received against the additional Benefit Credit earned.
- (c) A Participant who has been definitely located, who has attained his Required Beginning Date, and fails to complete an application for benefits on a timely basis will have his benefits paid as follows:
- (1) If the Actuarial Present Value of the Participant's benefit is no more than

\$5,000, in a single-sum payment.

- (2) In any other case, in the form of a 50% Joint and Survivor Pension calculated on the assumptions that the Participant is and has been married for at least one year by the date payments start and that the Participant is three years older than the Spouse.
- (3) The benefit payment form specified here will be irrevocable once it begins, with the sole exception that it may be changed to a single life annuity if the Participant proves that he did not have a Qualified Spouse, including an alternate payee under a Qualified Domestic Relations Order on the Required Beginning Date; also, the amounts of future benefits will be adjusted based on the actual age difference between the Participant and spouse if proven to be different from the foregoing assumptions.
- (4) Federal, state, and local income tax, and any other applicable taxes, will be withheld from the benefit payments as required by law or determined by the Trustees to be appropriate for the protection of the Fund and the Participant.

Section 6.07. Retirement.

(a) General Rule.

To be considered retired, a Participant must have separated from service with any and all Contributing Employers.

(b) Exceptions.

A Participant who has separated from his previous employment, as defined in Subsection 6.07(a), shall be considered retired notwithstanding subsequent employment or reemployment with a Contributing Employer for less than 40 hours in any month.

Section 6.08. Suspension of Benefits.

(a) Before Normal Retirement Age.

- (1) The monthly benefit shall be suspended for any month in which the Participant

is employed in disqualifying employment before he has attained Normal Retirement Age. "Disqualifying employment," for the period before Normal Retirement Age, means any employment or self-employment that is in an industry and in an occupation covered by the Plan, but without regard to the geographic area of such employment or self-employment. However, if a participant worked in Covered Employment only in a skilled trade or craft, that is, as an iron worker in the industry or related industries performing work of the type described in the Iron Workers Local 17 collective bargaining agreement, employment or self-employment shall be disqualifying only if it is in work that involves the skill or skills of that trade or craft directly or, as in the case of supervisory work, indirectly. Any employment or self-employment for which contributions are required to be made to the Plan shall be deemed to be disqualifying employment.

- (2) In addition, the monthly benefit shall be suspended for the 6 consecutive months after any consecutive period of one or more months during which the Participant was engaged in disqualifying employment. If the Participant has failed to notify the Plan of employment that may be the basis for suspension of benefits under Paragraph 6.08(a)(1), in accordance with the notification requirements of Subsection 6.08(d), or has willfully misrepresented to the Plan with respect to disqualifying employment, the monthly benefits shall be suspended for an additional period of 6 months.

The provisions of this Paragraph 6.08(a)(2) shall not, however, result in the suspension of the benefit for any month after the Participant has attained Normal Retirement Age.

(b) After Normal Retirement Age.

- (1) If the Participant has attained Normal Retirement Age, his monthly benefit shall be suspended for any month in which he worked or was paid for at least 40 hours in disqualifying employment. After attainment of Normal Retirement

Age, "disqualifying employment" means employment or self-employment that is (A) in an industry covered by the Plan when the Participant's pension payments began, (B) in the geographic area covered by the Plan when the Participant's pension began, and (C) in any occupation in which the Participant worked under the Plan at any time or any occupation covered by the Plan at the time the Participant's pension payments began. However, if a Participant worked in Covered Employment only in a skilled trade or craft, that is, as an iron worker in the industry or related industries performing work of the type described in a collective bargaining agreement covering the Participant at the time the Participant's pension payments began, employment or self-employment shall be disqualifying only if it is in work that involves the skill or skills of that trade or craft directly or, as in the case of supervisory work, indirectly. However, in any event, any work for at least 40 hours in a month for which contributions are required to be made to the Plan shall be disqualifying.

- (2) The term, "industry covered by the Plan", means the building and construction industry and any other work which falls under the jurisdiction of the Union and any other industry in which employees covered by the Plan were employed when the Participant's pension began or, but for suspension under this Article, would have begun.
- (3) The geographic area covered by the Plan is the jurisdiction of the Union, the State of Ohio, including all of the following Standard Metropolitan Statistical Areas which are beyond the State of Ohio, and any other areas covered by the Plan when the Participant's pension began or, but for suspension under this Article, would have begun.

OHIO

(1640, 8080, 6020, 9000, 3400)

Kentucky: Boone, Campbell, Kenton, Boyd and Greenup Counties

Indiana: Dearborn County

West Virginia: Brooke, Hancock, Wirt, Wood, Marshall, Ohio,

Cabell and Wayne Counties

The geographic area covered by the Plan shall also include any area covered by a plan which, under a reciprocal agreement in effect when the Participant's pension payments began, had forwarded contributions to this Plan, on the basis of which this Plan accrued benefits for the Participant.

- (4) If a retired Participant reenters Covered Employment to an extent sufficient to cause a suspension of benefits, and his pension payments are subsequently resumed, the industry and area covered by the Plan "when the Participant's pension began" shall be the industry and area covered by the Plan when his pension was resumed.
- (5) Paid non-work time shall be counted toward the measure of 40 hours if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. A participant shall be considered as paid for a day if he is paid for at least one hour of work or non-work time, as described in the preceding sentence, performed on or attributed to that day.
- (6) Notwithstanding any other provision of this Section 6.08, as of the Participant's Required Beginning Date, no Employment will be considered disqualifying employment with respect to such Participant.
- (c) Definition of Suspension.
- "Suspension of benefits" for a month means non-entitlement to benefits for the month. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recovered through deductions from future pension payments, pursuant to Subsection 6.08(f), and in accordance with Section 6.02.
- (d) Notices.

(1) Upon commencement of pension payments, the Trustees shall notify the Pensioner of the Plan rules governing suspension of benefits, including identity of the industries and area covered by the Plan. If benefits have been suspended and payment is resumed, new notification shall, upon resumption, be given to the Participant, if there has been any material change in the suspension rules or the identity of the industries or area covered by the Plan.

(2) A Pensioner shall notify the Plan in writing within 30 days after starting any work of a type that is or may be disqualifying under the provisions of the Plan and without regard to the number of hours of such work (that is, whether or not less than 40 hours in a month). If a Pensioner has worked in disqualifying employment in any month and has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he worked for at least 40 hours in such month and any subsequent month before the Participant gives notice that he has ceased disqualifying employment. The Participant shall have the right to overcome such presumption by establishing that his work was not in fact an appropriate basis, under the Plan, for suspension of his benefits.

If a Pensioner has worked in disqualifying employment for any number of hours for a contractor at a building or construction site and he has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he has engaged in such work for as long as the contractor has been and remains actively engaged at that site. The Participant shall have the right to overcome such presumption by establishing that his work was not in fact an appropriate basis, under the Plan, for suspension of benefits.

The Trustees shall inform all retirees at least once every 12 months of the re-employment notification requirements and the presumptions set forth in this Subsection 6.08(d).

(3) A Pensioner whose pension has been suspended shall notify the Plan when disqualifying employment has ended. The Trustees shall have the right to hold

back benefit payments until such notice is filed with the Plan.

- (4) A Participant may ask the Plan whether a particular employment will be disqualifying. The Plan shall provide the Participant with its determination.
- (5) The Plan shall inform a Participant of any suspension of his 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, copy of the relevant provisions of the Plan, reference to the applicable regulation of the U.S. Department of Labor, and a statement of the procedure for securing a review of the suspension. In addition, the notice shall describe the procedure for the Participant to notify the Plan when his disqualifying employment ends. If the Plan intends to recover prior overpayments by offset under Paragraph 6.08(f)(2), the suspension notice shall explain the offset procedure and identify the amount expected to be recovered, and the periods of employment to which they relate.

(e) Review.

A Participant shall be entitled to a review of a determination suspending his benefits by written request filed with the Trustees within 180 days of the notice of suspension.

The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be disqualifying.

(f) Resumption of Benefit Payments.

- (1) Benefits shall be resumed for months after the last month for which benefits were suspended, with payments beginning no later than the third month after the last calendar month for which the Participant's benefit was suspended, provided the Participant has complied with the notification requirements of Paragraph 6.08(d)(3).
- (2) Overpayments attributable to payments made for any month or months for which the Participant had disqualifying employment shall be deducted from

pension payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit for a month after the Participant attained Normal Retirement Age shall not exceed 25 percent of the pension amount (before reduction), except for the first pension payment made upon resumption after a suspension. If a Pensioner dies before recoupment of overpayments has been completed, deductions shall be made from the benefits payable to his beneficiary or contingent annuitant, subject to the 25 percent limitation on the rate of reduction.

Section 6.09. Benefit Payments Following Suspension.

(a) The monthly amount of pension when resumed after suspension shall be determined under Paragraphs 6.09(a)(1) or (2), whichever is applicable, and adjusted for any optional form of payment in accordance with Paragraph 6.09(a)(3). Nothing in this section shall be understood to extend any benefit increase or adjustment effective after the Participant's initial retirement to the amount of pension upon resumption of payment, except to the extent that it may be expressly directed by other provisions of the Plan.

(1) Resumption Before Normal Retirement Age.

The amount shall be determined under this paragraph if, upon resumption (the end of the first month for which payment is resumed) the Participant had not yet attained Normal Retirement Age. The amount shall be determined as if it were then being determined for the first time, but on the basis of an adjusted age. The adjusted age shall be the age of the Participant at the beginning of the first month for which payment is resumed, reduced by (A) the months for which he previously received benefits to which he was entitled and (B) the months for which his benefits were suspended for work (other than Covered Employment reported as required to the Trustees) if that work was disqualifying and would have been disqualifying if he had already attained Normal Retirement Age.

(2) Resumption After Normal Retirement Age.

The amount shall be determined under this Paragraph 6.09(2), if, upon resumption the end of the first month for which payment is resumed) the Participant had attained Normal Retirement Age. The amount shall be determined as if it were then being determined for the first time, but on the basis of an adjusted age. The adjusted age shall be the age of the Participant at the beginning of the first month for which payment is resumed, the Participant's Normal Retirement Age, reduced by (A) the months for which he previously received benefits to which he was entitled, and (B) the months for which his benefits were suspended for work (other than Covered Employment reported as required to the Trustees) if that work was disqualifying and would have been disqualifying if he had already attained Normal Retirement Age.

However, if, following resumption, benefits are payable to the Participant for months for which payment would have been suspended under Paragraph 6.08(a)(2) - months of suspension in addition to the months of disqualifying employment - but payment was not suspended because he had attained Normal Retirement Age, the amount of his monthly pension after determination under this Paragraph 6.09(a)(2) shall be reduced by one-half of one percent multiplied by the number of such months, but not in any event to an extent that would result in forfeiture of the Participant's normal retirement pension in violations of Section 203(a)(3)(b) of ERISA.

(3) The amount determined under the Paragraphs 6.09(a)(1) and (2) shall be adjusted for the 50% Joint and Survivor Pension or any other optional form of benefit in accordance with which the benefits of the Participant and any contingent annuitant or Beneficiary are payable.

(b) A Pensioner who returns to Covered Employment for an insufficient period of time to complete a Year of Vesting Service, shall not, on subsequent termination of employment, be entitled to a recomputation of pension amount based on the additional

service.

If a Pensioner who returns to Covered Employment completed a Year of Vesting Service, he shall, upon his subsequent retirement, be entitled to a recomputation of his pension amount, based on any additional Benefit Credits.

- (c) A 50% Joint and Survivor Pension in effect immediately prior to suspension of benefits and any other benefit following the death of the Pensioner shall remain effective if the Pensioner's death occurs while his benefits are in suspension.
- (d) A Pensioner who returns to Covered Employment and earns additional accrual shall be entitled to a new election as to form of benefit payment for such additional accrual; provided, however, that the first election on or after Normal Retirement Age shall apply for any subsequent accrual earned.

Section 6.10. Vested Status or Nonforfeitability.

- (a) The Employee Retirement Income Security Act (ERISA) requires that certain of the benefits under this Plan be vested (in the term used in ERISA, "nonforfeitable").
- (b) Vested Status is earned as follows:
 - (1) A Participant's right to his Regular Pension is nonforfeitable upon the later of:
 - (A) the date he attains Normal Retirement Age; or
 - (B) the date he completes ten Years of Vesting Service, except to the extent that benefits are cancelled, pursuant to Section 7.04, because the employer has ceased to contribute to the Plan with respect to the employment unit in which the Participant was employed.
 - (2) A Participant acquires Vested Status after completion of ten Years of Service as required to be credited in accordance with Code Section 411 and Section 203 of ERISA and as further defined by the applicable regulations. Periods of Service and Breaks in Service are defined for that purpose under this Plan on the basis of all hours of Service.

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- (3) A Participant who performs work in Non-Bargained Employment acquires Vested Status in accordance with Article XII.
- (c) ERISA also provides certain limitations on any Plan amendments that may change the Plan's vesting schedule. In accordance with those legal limitations, no amendment of this Plan may take away a Participant's Vested Status if he has already earned it at the time of the amendment. Also, an amendment may not change the schedule on the basis of which a Participant acquires Vested Status, unless each Participant who has credit for at least three Years of Vesting Service at the time the amendment is adopted or effective (whichever is later) is given the option of achieving Vested Status on the basis of the pre-amendment schedule. That option may be exercised within 60 days after the latest of the following dates:
- (i) When the amendment was adopted.
 - (ii) When the amendment became effective.
 - (iii) When the Participant was given written notice of the amendment.
- (d) For purposes of applying the provisions of this Section 6.10 and of determining when a Participant has acquired nonforfeitable rights, as defined under the law, the vesting schedule of this Plan consists of 100% nonforfeitability for a Participant who has completed at least 10 Years of Vesting Service (at least 5 Years of Vesting Service for work in Non-Bargained Employment in accordance with Article XII). While this Plan provides Deferred, Unreduced Early, Early Retirement and Disability Pensions on the basis of requirements that may be met by some Participants who have not completed 10 Years of Vesting Service, such eligibility rules represent provisions of the Plan above and beyond its vesting schedule.

Section 6.11. Non-Duplication with Disability Benefits.

No pension benefits shall be payable for any month for which the Participant or Pensioner receives wage indemnification for disability from the Iron Workers Local 17 Insurance Benefit Fund. (Pension benefits payable for any month for which the Participant or Pensioner receives wage indemnification for disability from the Iron Workers Local 17 Insurance Benefit Fund shall

be reduced by the amount of such disability payment). This provision shall, however, be subject to the provisions of Section 6.08(b).

Section 6.12. 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 applied, in the discretion of the Trustees, to the maintenance and support of such Pensioner or Beneficiary or to such person as the Trustees in their sole discretion find to be an object of the natural bounty of the Pensioner or Beneficiary in the manner decided by the Trustees, unless, prior to such payment, claim shall have been made for such payment by legally-appointed guardian, committee, or other legal representative appropriate to receive such payments on behalf of the Pensioner or Beneficiary.

Section 6.13. Non-Assignment of Benefits.

- (a) No Participant, Pensioner or Beneficiary 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 Fund, or benefits of this Pension Plan. Neither the Pension Fund nor any of the assets thereof, shall be liable for the debts of any Participant, Pensioner or Beneficiary entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court action or proceeding.
- (b) Notwithstanding Subsection 6.13(a) or any other provision of the Plan, benefits shall be paid in accordance with a Qualified Domestic Relations Order ("QDRO") as defined in Section 206(d)(3) of ERISA and Code Section 414(p), and with written procedures adopted by the Trustees in connection with such Orders, which shall be binding on all Participants, Beneficiaries and other parties. In no event shall the existence or enforcement of a QDRO cause the Fund to pay benefits with respect to a Participant in excess of the actuarial present value of the Participant's benefits without regard to the Order, and benefits otherwise payable under the Plan shall be reduced by the actuarial present value of any payment ordered to be made under a QDRO. Section 1.01 shall

apply to determine the Actuarial Present Value of a benefit in connection with a QDRO, if necessary. An alternate payee who is assigned a benefit under a QDRO may receive the assigned benefit in a form payable for the Participant's life or for the life of the alternate payee.

- (c) Effective April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a QDRO will not fail to be a QDRO (1) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (2) solely because of the time at which the order is issued, including issuance after the Annuity Starting Date or after the Participant's death.

Section 6.14. No Right of Assets.

No person other than the Trustees of the Pension Fund 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 Fund, and no person shall have any right to benefits provided by the Pension Plan except as expressly provided herein.

Section 6.15. Mergers.

In the case of any Merger or consolidation with, or transfer of assets or liabilities to, any other plan each Participant shall (if the plan then terminated) receive a benefit immediately after the Merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the Merger, consolidation, or transfer (if this Plan had then terminated). This Section 6.15 shall apply only to the extent determined by the Pension Benefit Guaranty Corporation.

Section 6.16. Optional Forms of Benefits.

Unless otherwise specified, any optional form of benefit under this Plan is intended to be at least the Actuarial Equivalent of the Participant's nonforfeitable accrued benefit payable at Normal Retirement Age or, if later, the Participant's Annuity Starting Date.

ARTICLE VII Miscellaneous

Section 7.01. Non-Reversion.

It is expressly understood that in no event shall any of the corpus or assets of the Pension Fund revert to the Employers or be subject to any claims of any kind or nature by the Employers, except to return contributions made under a mistake of fact provided the contribution is returned within one year of the mistaken payment and within six months of the date the Plan Administrator determines that the contribution was made under a mistake of fact. Further, the requirements of Internal Revenue Code Section 401(a)(2), and ERISA Section 403(c), must be satisfied prior to the return of any amount to an Employer.

Section 7.02. Limitation of Liability.

- (a) This Pension Plan has been established 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 Employer to make contributions as stipulated in its collective bargaining agreement with the Union.
- (b) 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 Fund does not have assets to make such payments.

Section 7.03. New Employers.

If an Employer is sold, merged or otherwise undergoes a change of company identity, the successor company shall participate as to the employees theretofore covered in the Pension Plan just as if it were the original company, provided it remains a Contributing Employer as defined in Section 1.06.

Section 7.04. Termination.

- (a) The provisions of this Section establish the respective obligations of the Pension Fund and of the Employer in the event that an Employer ceases to participate in the Pension

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- Fund as a contributing Employer with respect to a bargaining unit.
- (b) An Employer ceases to participate in the Pension fund with respect to a bargaining unit if it is determined by the Trustees to be terminated because it no longer has a Collective Bargaining agreement for the bargaining unit requiring contributions to the Pension Fund, or because it fails to make the contributions for which it is obligated for the unit for a period of three months.
 - (c) Upon the termination of the participation of an employer unit, the Trustees may, in the interest of preserving the actuarial soundness of the Pension Fund, limit the liability of the Fund so that it is not liable for benefits accrued as a result of service within a bargaining unit before it participated in the Plan, and after it ceased to participate in the Plan and, moreover, is not liable for benefits that cannot be paid out of “net contributions.” “Net contributions” shall be the contributions received from the Employer with respect to the terminated unit, less the sum of benefits paid during the participation of the employer unit and attributable to a Participant’s Service in the terminated unit, each adjusted for administration expenses and investment yield as determined by the Trustees on a reasonable basis. Neither shall the Trustees, the Employers who remain as contributing Employers (with respect to the units for which they continue to maintain this Plan), or the Union be obliged to make such payments. Any benefits not paid on the basis of this subsection shall be the obligation of the Employer.
 - (d) The Trustees may discharge their liability under this section by allocating assets sufficient to meet their liability for benefits, as defined under subsection (c) or by transferring such assets to a successor plan, if one has been established and maintained by the employer or to the Pension Benefit Guaranty Corporation or to a Trustee appointed pursuant to Title IV of the Employee Retirement Income Security Act.
 - (e) The Trustees may amend this section if, and to the extent, necessary to retain the status of the Plan as a “multiemployer” pension plan under the Employee Retirement Income Security Act of 1974

Section 7.05. 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 VIII Amendments

Section 8.01. 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 Fund 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 Code Section 412(c)(7), 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 8.02. Amendment Procedures.

- (a) Amendments to the Plan shall be adopted by action of the Trustees at a regular or special meeting of the Trustees, and shall be recorded in the Minutes of such meeting, or in a formal document executed by the Trustees as an amendment to the Plan document.
- (b) Any amendment to the Plan shall become effective upon adoption or, if a different date is specified by the Trustees, on such specific date.
- (c) If an amendment to the Plan is recorded in the Minutes of the meeting at which it is adopted, the amendment shall be given effect as recorded in the Minutes. If such amendment to the Plan is thereafter incorporated in a formal document executed by the Trustees as an amendment to the Plan document, the provisions of the formal document shall, upon execution, supersede the provisions of the meeting Minutes with respect to such amendment to the Plan.