



MICHIGAN REGIONAL COUNCIL OF CARPENTERS' FRINGE BENEFIT FUNDS

P.O. Box 4540 • Troy, MI 48099-4540 • Telephone: (248) 641-4950 (800) 572-2525

CARPENTERS PENSION TRUST FUND, DETROIT & VICINITY

PLAN SPONSOR CERTIFICATION RELATING TO PLAN AMENDMENTS

Pursuant to Section 6.07 of IRS Revenue Procedure 2017-43, the undersigned authorized Trustees, who has been designated by the Board of Trustees as its Authorized Representative Trustees for the purpose of executing all documents necessary for the Plan's application for approval of suspension of benefits, hereby certify that if upon final authorization to implement the proposed suspension as described in Internal Revenue Code Section 432(e)(9)(H)(vi) the Board of Trustees determines to implement the suspension, the following plan amendments will be timely adopted and not modified at any time thereafter before the suspension of benefits expires:

(1) A plan amendment providing that in accordance with Internal Revenue Code Section 432(e)(9)(C)(ii) the benefit suspension will cease as of the first day of the first plan year following the plan year in which the plan sponsor fails to maintain a written record of its determination that both:

- a. All reasonable measures to avoid insolvency continue to be taken during the period of benefit suspension; and
- b. the plan is projected to become insolvent unless benefits continue to be suspended.

(2) A plan amendment providing that any future benefit improvements must satisfy the requirements of Internal Revenue Code Section 432(e)(9)(E).

[Redacted Signature]
Tom Lutz, Chairman

[Redacted Signature]
Robert Halik, Secretary

Signed: September 20, 2019

Carpenters Pension Trust Fund – Detroit and Vicinity

MPRA Narrative Statement

- **BACKGROUND**

The Carpenters Pension Trust Fund – Detroit and Vicinity was established on May 1, 1957, when the predecessor of the Michigan Regional Council of Carpenters negotiated a collective bargaining agreement with various employer associations representing the carpentry industry. As was typical of pension plans of that day, the contribution level was modest, as were the benefits offered by the Pension Plan. As the industry expanded, the Pension Plan covered other related industries, such as millwrighting, floorlaying, etc. New settlor associations joined the Plan, with the Union also undergoing various changes over the years – initially it was the Carpenters Detroit Council, which grew to a statewide council of all Michigan carpenter and millwright locals. The Pension Fund itself though, covered primarily the Southeast Michigan area – with the rest of the State of Michigan covered by a separate pension fund (Michigan Carpenters Pension Fund) which is **not involved** in this MPRA submission.

As late as the year 2001, the Pension Fund was considered 100% funded, with \$1.1. Billion in assets and over 15 Million work hours. That was the highwater mark of the Fund's position. The bursting of the "tech bubble" and the September 11, 2001, terrorist attack induced recession had a profound effect on the economy in Southeast Michigan and the Pension Fund itself. Michigan's economy is tied to the automobile industry, particularly that of the Detroit metropolitan area. In addition to that economic turmoil, the financial market meltdown in 2008 was devastating for this Pension Fund. Again, the downturn was especially difficult for the auto industry, which had to be bailed out by the Federal Government. While the Fund itself is not tied directly to the auto industry, much of the construction work that provides its contribution hours, are intertwined with that industry in Southeast Michigan.

To deal with these negative economic forces, the Pension Fund's Trustees took a number of remedial measures, well before the Pension Protection Act of 2006 (PPA) imposed them about ten years ago. They are spelled out in more detail in the timeline that follows.

The adoption of PPA, just prior to the 2008 financial market meltdown and the bankruptcy of the automobile industry, is the proverbial straw that broke the Pension Fund's back. On the one hand, PPA required ever higher contribution levels, while the economy in Southeast Michigan went into a tailspin, dragging down not only the automobile industry, but the construction industry as well. Work hours went from as high as 15 Million in 2001 to the low of approximately 6 Million in 2011. Even the adoption of WRERA and its ameliorative provisions, such as amortization of investment losses, did not help. Also, the ever increasing mandatory PPA contributions made it that much harder for the Pension Fund to recover. That is because the Pension Fund was essentially "taxing itself out of existence" – by increasing the hourly pension contribution level ever higher to meet PPA requirements, it placed signatory employers at a bidding disadvantage in a very competitive industry, resulting in even lower work hours. Moreover, the growing employer withdrawal liability levels further discouraged new employers from signing on to union contracts that required pension contributions. The impact on the Pension Fund was catastrophic.

• **HISTORICAL PLAN INFORMATION**

The following year-by-year summary of critical Plan information best illustrates the Pension Fund's position from the point that it was fully funded (actually overfunded) to its current status. The graphs that follow, further highlight the work hours, investment returns and funded percentage information that are, perhaps the most important factors. Of course, more detailed information is contained in the Pension Fund's actuarial and audit reports, as well as this application and its supporting documentation.

Plan Year Commencing: May 1, 2000

- Assets – Market Value: \$1,149,353,254
- Assets – Actuarial Value: \$1,111,005,014
- Net Investment Return on Market Value: 6.00%
- Net Investment Return on Actuarial Value: 12.10%
- Current Liabilities: \$1,268,692,724 (calculated under the Reform Pension Act of 1994)
- UVB: (\$172,432,021)
- Actives: 11,922
- Retirees/Beneficiaries: 5,388
- Work Hours: 14,185,615
- Contribution Rate (Commercial Carpenters) \$3.13
- Funded Percentage: 117%

Plan Year Commencing: May 1, 2001

- Assets – Market Value: \$1,087,385,292
- Assets – Actuarial Value: \$1,179,424,453
- Net Investment Return on Market Value: -2.78%
- Net Investment Return on Actuarial Value: 9.02%
- Current Liabilities: \$1,436,273,063 (calculated under the Reform Pension Act of 1994)
- UVB: (\$149,639,854)
- Actives: 11,887
- Retirees/Beneficiaries: 5,408
- Work Hours: 15,155,386
- Contribution Rate (Commercial Carpenters) \$3.14
- Funded Percentage: 100%

Plan Year Commencing: May 1, 2002

- Assets – Market Value: \$1,043,761,840
- Assets – Actuarial Value: \$1,240,316,809
- Net Investment Return on Market Value: -4.38%
- Net Investment Return on Actuarial Value: 4.97%
- Current Liabilities: \$1,886,069,584 (calculated under the Reform Pension Act of 1994)
- UVB: (\$92,033,593)
- Actives: 12,148
- Retirees/Beneficiaries: 5,727
- Work Hours: 14,278,260
- Contribution Rate (Commercial Carpenters) \$3.36
- Funded Percentage: 83%

Plan Year Commencing: May 1, 2003

- Assets – Market Value: \$913,457,567
- Assets – Actuarial Value: \$1,096,149,080
- Net Investment Return on Market Value: -8.53%
- Net Investment Return on Actuarial Value: -8.29%
- Current Liabilities: \$2,148,503,170 (calculated under the Reform Pension Act of 1994)
- UVB: \$212,835,632
- Actives: 11,298
- Retirees/Beneficiaries: 5,771
- Work Hours: 13,303,956
- Contribution Rate (Commercial Carpenters) \$3.36
- Funded Percentage: 66%

Plan Year Commencing: May 1, 2004

- Assets – Market Value: \$989,267,988
- Assets – Actuarial Value: \$1,135,029,517
- Net Investment Return on Market Value: 14.03%
- Net Investment Return on Actuarial Value: 8.19%
- Current Liabilities: \$2,047,258,931
- UVB: \$276,061,203
- Actives: 10,439
- Retirees/Beneficiaries: 5,904
- Work Hours: 12,301,023
- Contribution Rate (Commercial Carpenters) \$3.45
- Funded Percentage: 67%

Plan Year Commencing: May 1, 2005

- Assets – Market Value: \$991,130,778
- Assets – Actuarial Value: \$1,078,562,590
- Net Investment Return on Market Value: 5.93%
- Net Investment Return on Actuarial Value: -0.12%
- Current Liabilities: \$2,096,792,198
- UVB: \$284,426,228
- Actives: 9,944
- Retirees/Beneficiaries: 6,077
- Work Hours: 11,988,262
- Contribution Rate (Commercial Carpenters) \$3.55
- Funded Percentage: 63%

Plan Year Commencing: May 1, 2006

- Assets – Market Value: \$1,059,917,320
- Assets – Actuarial Value: \$1,050,435,719
- Net Investment Return on Market Value: 13.64%
- Net Investment Return on Actuarial Value: 3.25%
- Current Liabilities: \$2,297,212,922
- UVB: \$393,523,664

- Actives: 9,096
- Retirees/Beneficiaries: 6,223
- Work Hours: 11,270,968
- Contribution Rate (Commercial Carpenters) \$4.54
- Funded Percentage: 63%

Plan Year Commencing: May 1, 2007

- Assets – Market Value: \$1,084,686,212
- Assets – Actuarial Value: \$1,050,682,726
- Net Investment Return on Market Value: 9.04%
- Net Investment Return on Actuarial Value: 6.72%
- Current Liabilities: \$2,491,704,430
- UVB: \$561,058,731
- Actives: 7,993
- Retirees/Beneficiaries: 6,324
- Work Hours: 10,020,514
- Contribution Rate (Commercial Carpenters) \$6.30
- Funded Percentage: 57%

Plan Year Commencing: May 1, 2008

- Assets – Market Value: \$1,035,625,905
- Assets – Actuarial Value: \$1,080,411,426
- Net Investment Return on Market Value: 0.56%
- Net Investment Return on Actuarial Value: 8.28%
- Current Liabilities: \$3,226,868,064
- UVB: \$614,556,401
- Actives: 7,842
- Retirees/Beneficiaries: 6,459
- Work Hours: 10,664,533
- Contribution Rate (Commercial Carpenters) \$8.05
- Funded Percentage: 58%

Plan Year Commencing: May 1, 2009

- Assets – Market Value: \$771,040,307
- Assets – Actuarial Value: \$925,248,368
- Net Investment Return on Market Value: -20.15%
- Net Investment Return on Actuarial Value: -8.87%
- Current Liabilities: \$3,469,148,181
- UVB: \$852,245,165
- Actives: 6,924
- Retirees/Beneficiaries: 6,713
- Work Hours: 8,454,305
- Contribution Rate (Commercial Carpenters) \$9.80
- Funded Percentage: 46%

Plan Year Commencing: May 1, 2010

- Assets – Market Value: \$791,895,029
- Assets – Actuarial Value: \$1,016,672,140
- Net Investment Return on Market Value: 13.43%

- Net Investment Return on Actuarial Value: 9.53%
- Current Liabilities: \$3,024,986,192
- UVB: \$767,331,195
- Actives: 5,465
- Retirees/Beneficiaries: 6,888
- Work Hours: 5,796,364
- Contribution Rate (Commercial Carpenters) \$11.35
- Funded Percentage: 47%

Plan Year Commencing: May 1, 2011

- Assets – Market Value: \$806,189,577
- Assets – Actuarial Value: \$967,427,492
- Net Investment Return on Market Value: 10.62%
- Net Investment Return on Actuarial Value: 1.73%
- Current Liabilities: \$3,194,179,131
- UVB: \$900,911,120
- Actives: 5,414
- Retirees/Beneficiaries: 7,083
- Work Hours: 6,267,773
- Contribution Rate (Commercial Carpenters) \$12.86
- Funded Percentage: 48%

Plan Year Commencing: May 1, 2012

- Assets – Market Value: \$724,987,065
- Assets – Actuarial Value: \$869,984,478
- Net Investment Return on Market Value: -3.63%
- Net Investment Return on Actuarial Value: -4.73%
- Current Liabilities: \$3,428,538,836
- UVB: \$1,062,971,006
- Actives: 5,531
- Retirees/Beneficiaries: 7,263
- Work Hours: 6,882,663
- Contribution Rate (Commercial Carpenters) \$14.36
- Funded Percentage: 44%

Plan Year Commencing: May 1, 2013

- Assets – Market Value: \$718,005,867
- Assets – Actuarial Value: \$861,607,040
- Net Investment Return on Market Value: 6.31%
- Net Investment Return on Actuarial Value: 5.06%
- Current Liabilities: \$3,402,659,043
- UVB: \$1,220,310,639
- Actives: 5,213
- Retirees/Beneficiaries: 7,339
- Work Hours: 6,452,511
- Contribution Rate (Commercial Carpenters) \$15.91
- Funded Percentage: 42%

Plan Year Commencing: May 1, 2014

- Assets – Market Value: \$747,281,896
- Assets – Actuarial Value: \$883,023,972
- Net Investment Return on Market Value: 10.51%
- Net Investment Return on Actuarial Value: 7.78%
- Current Liabilities: \$3,285,797,602
- UVB: \$1,000,058,333
- Actives: 4,986
- Retirees/Beneficiaries: 7,363
- Work Hours: 6,201,665
- Contribution Rate (Commercial Carpenters) \$15.91
- Funded Percentage: 43.9%

Plan Year Commencing: May 1, 2015

- Assets – Market Value: \$746,438,678
- Assets – Actuarial Value: \$859,593,662
- Net Investment Return on Market Value: 4.42%
- Net Investment Return on Actuarial Value: 1.12%
- Current Liabilities: \$3,529,225,638
- UVB: \$1,127,246,183
- Actives: 5,054
- Retirees/Beneficiaries: 7,276
- Work Hours: 6,771,552
- Contribution Rate (Commercial Carpenters) \$15.91
- Funded Percentage: 42.5%

Plan Year Commencing: May 1, 2016

- Assets – Market Value: \$712,660,227
- Assets – Actuarial Value: \$821,813,613
- Net Investment Return on Market Value: -0.22%
- Net Investment Return on Actuarial Value: -0.66%
- Current Liabilities: \$3,669,138,929
- UVB: \$1,267,451,875
- Actives: 5,246
- Retirees/Beneficiaries: 7,290
- Work Hours: 7,306,229
- Contribution Rate (Commercial Carpenters) \$15.91
- Funded Percentage: 38.9%

Plan Year Commencing: May 1, 2017

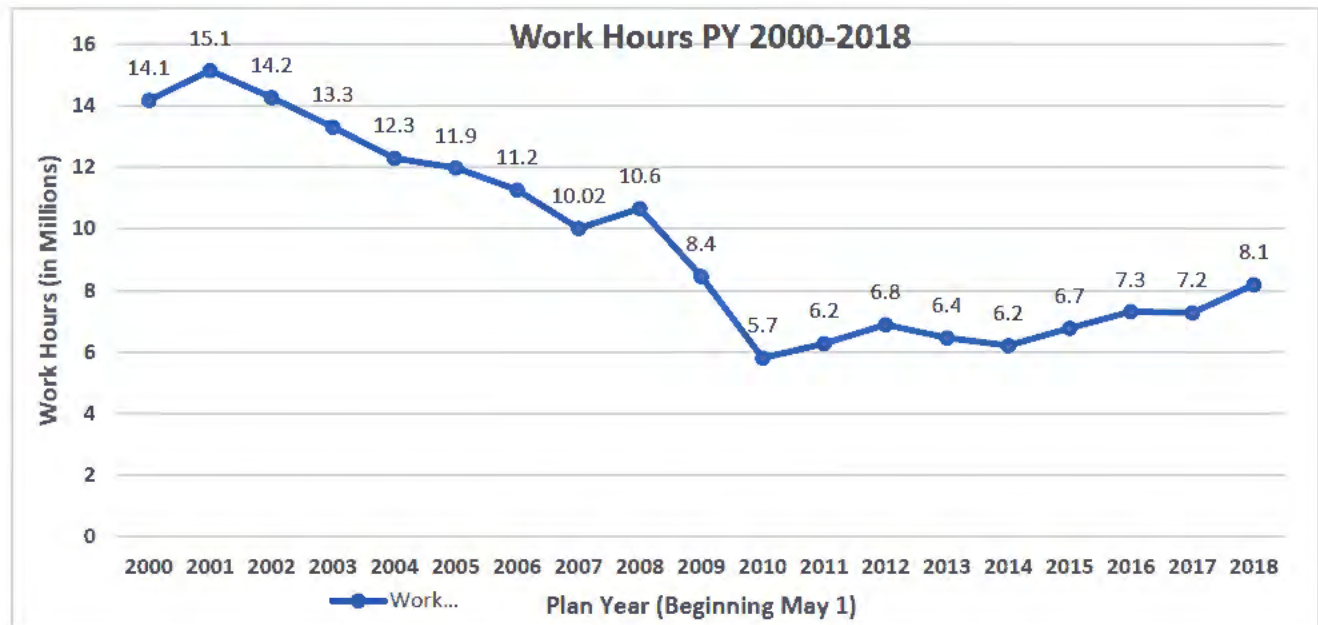
- Assets – Market Value: \$734,239,795
- Assets – Actuarial Value: \$781,238,944
- Net Investment Return on Market Value: 11.13%
- Net Investment Return on Actuarial Value: 1.78%
- Current Liabilities: \$3,775,320,326
- UVB: \$1,404,147,804
- Actives: 5,208

- Retirees/Beneficiaries: 7,314
- Work Hours: 7,266,322
- Contribution Rate (Commercial Carpenters) \$15.91
- Funded Percentage: 36.4%

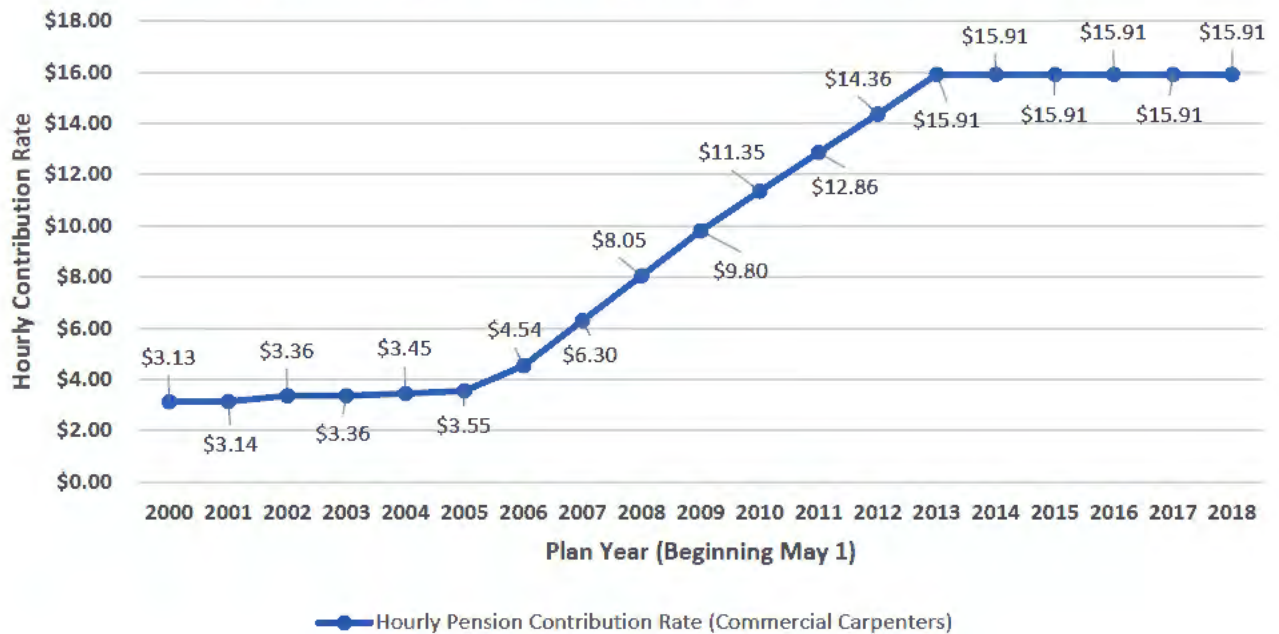
Plan Year Commencing: May 1, 2018

- Assets – Market Value: \$761,729,009
- Assets – Actuarial Value: \$771,736,789
- Net Investment Return on Market Value: 7.87%
- Net Investment Return on Actuarial Value: 2.56%
- Current Liabilities: \$3,977,510,040
- UVB: \$1,433,305,500
- Actives: 5,803
- Retirees/Beneficiaries: 7,395
- Work Hours: 8,184,596
- Contribution Rate (Commercial Carpenters) \$15.91
- Funded Percentage: 34.5%

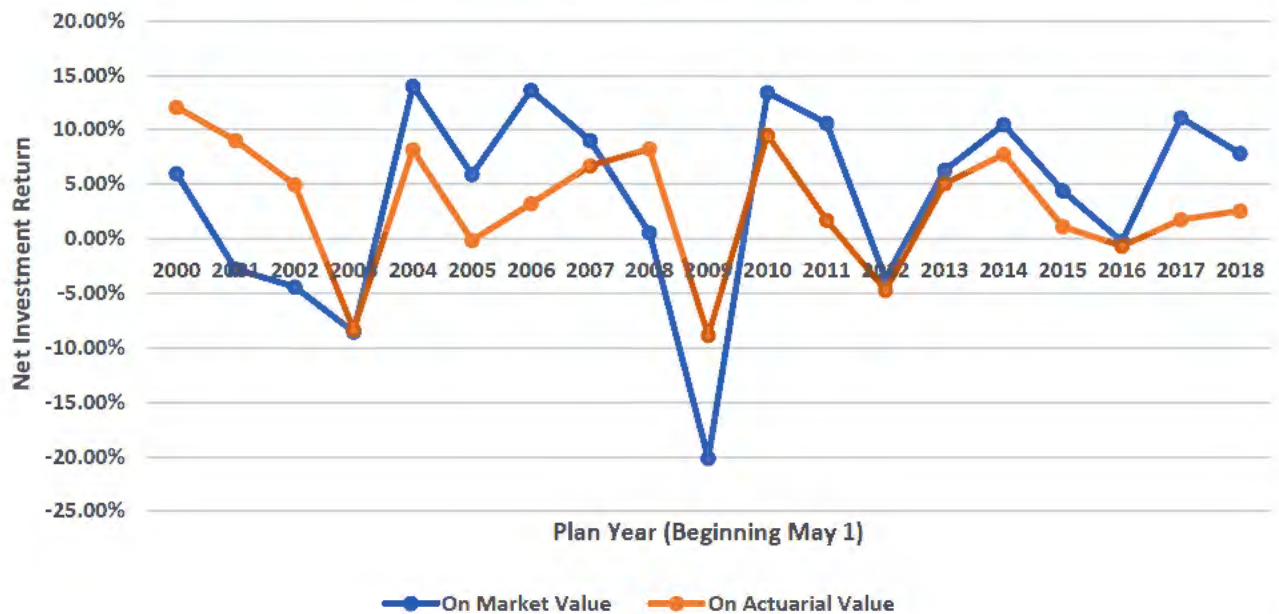
The foregoing historical data can more readily be visualized in the following graphs, which track the Pension Fund's work hours, investment results and funding level:

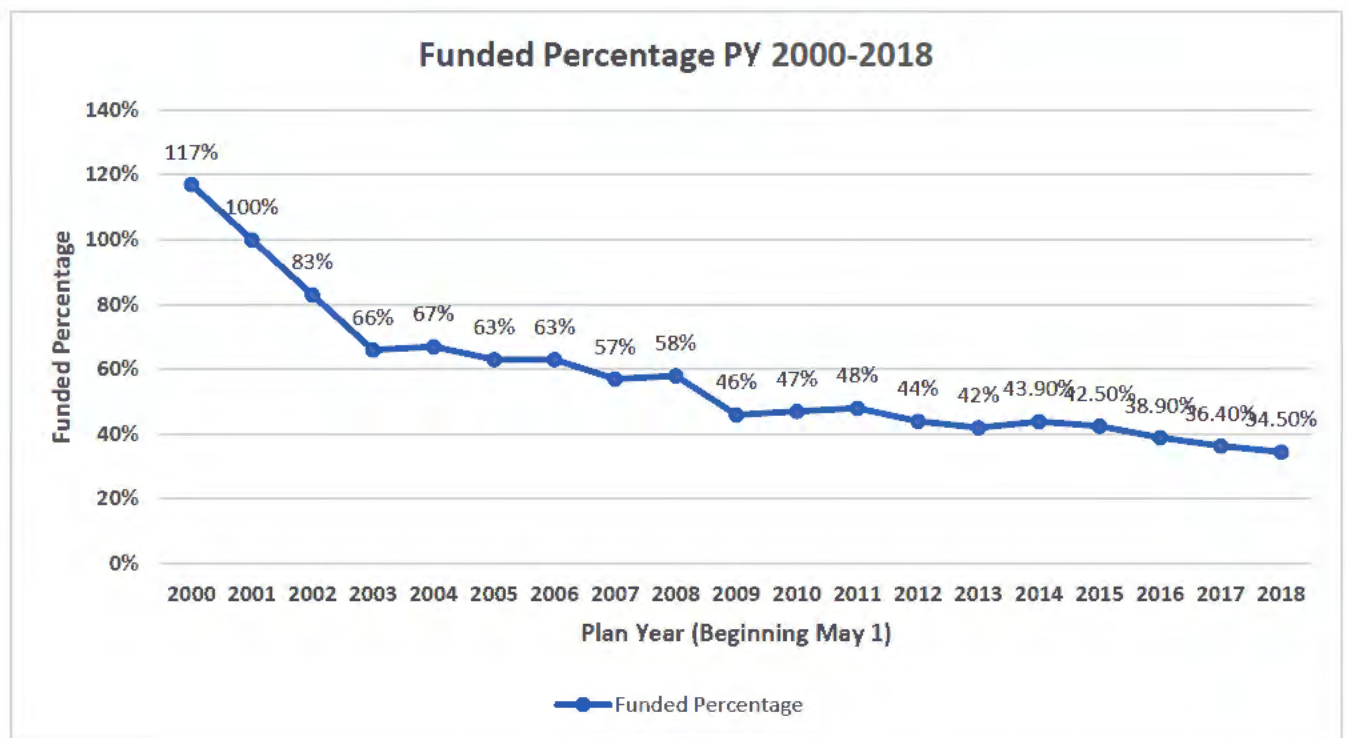
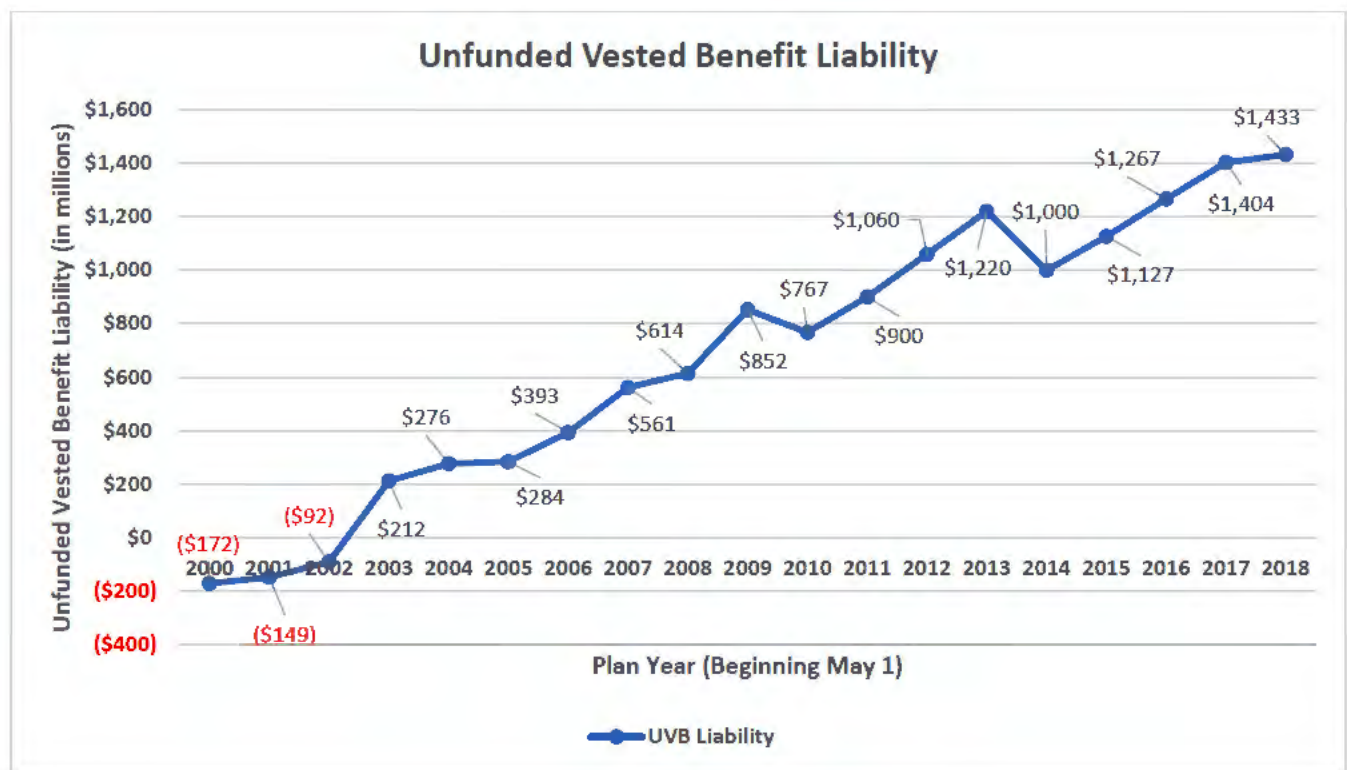


Hourly Pension Contribution Rate (Commercial Carpenters)



Net Investment Return PY 2000-2018





- **REMEDIAL MEASURES**

To deal with these challenges, the Trustees took aggressive action, even before PPA imposed such requirements. For example, in 2004, the monthly benefit multiplier was reduced by about 30% - from 4.3% of contributions to 3.0% of contributions. As a result, each \$100.00 in new pension contributions, generated \$3.00 in new monthly benefits for participants, instead of \$4.30 under the old accrual rate.

The benefit multiplier was further reduced in 2007, when it was set at 1% of contributions, a reduction of about 75% from the benefit rate that was in effect prior to 2004. Again, these corrective measures were adopted before the PPA went into effect.

Moreover, starting in June 1, 2006, not all pension contributions were considered “credited”. In other words, the 1% benefit multiplier applied only to the “credited” portion of the pension contribution, while the “uncredited” portion was used to reduce the unfunded benefit liabilities. Initially, the “discount” used to determine the credited-uncredited portion of the pension contributions was set at 22% for most participant groups. For the most recent plan year, that “discount” rate is set at about 61% for most participant groups. As a result, those participants accrue a future benefit at 1% of only 39% of their total contribution rate. To illustrate using the same \$100.00 in contributions, \$39.00 of that contribution is considered “credited” and using a 1% multiplier, it results in a \$0.39 new monthly benefit accrual. Before 2007, that same contribution amount would have generated a \$4.30 monthly benefit increase -- \$3.00 increase prior to 2007.

In an effort to meet PPA requirements, other benefit reductions were adopted in 2010, such as the imposition of new early retirement requirements, which eliminated so-called “index 80” retirements (combination of age and service), replacing it with new and more stringent requirements, such as minimum age of 55 and index 85 (instead of 80), for unreduced early retirement benefits.

As part of the “PPA all reasonable measures plan” adopted in 2013, new benefit cuts were imposed, including minimum age of 62 for unreduced early retirement, higher early retirement reduction factors, disability benefit cuts and eligibility requirements, as well as reductions to pre-retirement death benefits.

Meanwhile, the pension contribution rate was increased along the way – both pre-PPA and after PPA required those increases – to the current contribution rate for commercial carpenters of \$15.91 per hour -- from \$3.13 per hour in 2000. In fact, one of the key factors considered by the Trustees in adopting the PPA all reasonable measures option was the fact that the combination of a high contribution rate and benefit cuts would make it impossible to recruit new participants or contributing employers. Essentially, the Pension Fund would price itself out of the market, if it continued on that path, as discussed later.

- **FUTURE OUTLOOK**

At the end of the 2017 Plan Year (April 30, 2018), the actuary determined that the Pension Fund was in a critical and declining status. The Trustees evaluated both the root causes of the Pension Fund’s condition, and all the key indicators that are critical to the Fund’s future, such as the near-and-long-term prospects for the construction industry, as well as the economy overall in Southeast Michigan, market performance, unionized workforce issues and other relevant factors, in making a decision to commence this MPRA filing. The Pension Fund even retained Dr. Malcom Cohen, PhD., a University of Michigan economist, to further analyze economic factors that will likely impact its future.

What the Trustees found is that while the construction industry in Michigan is experiencing what appears to be a short-term upward trend, that trend is very unlikely to continue. There are a number of factors that drive that reality. The construction industry, by its very nature, can best be described

as “one-and-done” activity – there are only so many stadiums, hotels, hospitals, etc. that need to be built. Once they are built, the construction work is finished, other than any subsequent maintenance work. The Southeast Michigan area in general and the Detroit area in particular has experienced just such a mini-building boom, in the last couple of years, with a new arena recently built for the Detroit Red Wings, a number of large hospital projects, an office tower, etc. On the drawing board for the near term is an international bridge to be constructed to Canada, a downtown high rise, auto assembly plant and new county jail. Beyond that, there are no known large-scale projects that would extend the recent building boom past the short-term horizon.

Moreover, recent changes in Michigan’s laws have added additional headwinds to unions and their signatory employers on whom the Pension Fund depends. Recently, Michigan adopted so-called “right-to-work” laws and eliminated prevailing wage laws on all State jobs. The impact of these and similar anti-union laws is to discourage both union membership by employees, and to put signatory contractors at a disadvantage in the marketplace. The right-to-work laws essentially encourage non-union bargaining units, which further depress the sponsoring union’s ability to organize new contractors that would otherwise pay into the Pension Fund. Likewise, the elimination of prevailing wage laws permits non-union contractors to gain market share advantages over unionized contractors, when bidding for work in the State, further depressing the pension work hours’ outlook. So even though the work hours have increased in the last couple of years, that trend is unlikely to continue – and certainly is not expected to reach the levels once seen by this Pension Fund (as confirmed by the economist). Both Dr. Cohen and the Fund’s actuary project slightly less than 7.5 million average work hours for the 20-year MPRA period (7.3 million average for Dr. Cohen; 7.21 million by the actuary).

As a mature Pension Fund, the dwindling ratio between active participants and retirees is likely to continue increasing, without the accrued asset reserves on hand to fund them. On the contrary, with only a 34.5% current funding level, the Pension Fund is slated to become insolvent in 2035, unless the proposed MPRA permitted benefit adjustments are implemented. The elimination of adjustable benefits permitted under PPA did little to turn the Pension Fund’s fortunes around. While a few additional “adjustable benefits” could have been reduced or eliminated under the PPA, the Pension Fund was very concerned about the negative impact that would have on recruiting and, by extension, on the work hours – a concern made more acute by the ever-increasing contribution rate. Channeling contractually negotiated increases to the Pension Fund as uncredited contributions, while decreasing (or cutting) the benefit structure under the PPA has an insidious impact on recruiting new and younger participants to the Pension Fund. As a result, work hours suffer and the Pension Fund ends up hurting its future funding position, rather than helping it. Of course, work hours are a more important funding factor for this Pension Fund, than investment returns at this stage. That is because its funding percentage is so low that even stellar investment returns (well above the actuarial assumption) have an ever-diminishing impact on the overall funded percentage. Meanwhile, work hours do have a significant positive impact, because they not only bring in new revenue, but a substantial proportion of that revenue does not generate future benefit liabilities. Even the credited component of those contributions is based on a multiplier that is set relatively low (at 1%) which effectively subsidizes the underfunded legacy cost of the Pension Fund even further.

- **THE MPRA FILING**

The suspension formula adopted by the Pension Fund, as part of this filing, is designed to achieve MPRA’s goals, while applying the necessary suspensions in an equitable manner across the entire participant population. That formula was developed after extensive study and consultation with

the Pension Fund's professional advisors, evaluation of the future of unionized carpentry construction work and other relevant factors required by the statute. The Trustees of the Pension Fund have determined that the proposed suspension formula does not materially affect those participants, while accomplishing the stated statutory goals. As with other similarly situated pension funds, the suspension formula is not uniform across the board, i.e. it has a somewhat different impact on different groups of participants, all based on well-reasoned and well-documented basis – which are addressed in other parts of this application. For example, the suspension formula falls heavier on those participants and retirees who received the 4.3% benefit multiplier (the highest benefit rate offered by the Plan), while exempting individuals who accrued a benefit under the 1% benefit multiplier. That is because the participants receiving the 1% benefit multiplier for the past 12 years have contributed to the underfunded accrued legacy costs of this Pension Plan in two ways – first by sacrificing a substantial portion of their pension contribution (initially 22%) which became uncredited in 2006 and which now equals 61% of the \$15.91 pension contribution rate; and secondly, by having their benefit multiplier set so low on the credited component of the contribution so that a substantial portion of that amount is also earmarked towards the underfunded legacy costs. In short, the “one percenters” have borne the brunt of the recent efforts to improve the Pension Fund's position.

For the same reason, the proposed suspension formula treats active participants differently than vested deferred participants. The active participants are the ones that have worked the hours which generated the uncredited contributions and accrued “discounted” benefit rate multipliers, while inactive participants, who have left the Pension Plan have not done so. Moreover, many of those vested deferred participants may actually use their skill and training acquired in the industry to work for contractors that do not pay into the Pension Plan, further exacerbating its funding base depletion.

Finally, the Pension Fund's projections for future investment earnings rely on the MPRA sanctioned assumptions - the Horizon study for projected investment returns. Likewise, the future work hours assumption is based on industry-generated information. In fact, the work hour assumptions are further bolstered by expert opinion from Dr. Malcolm Cohen, which is included with this application. Together, these and other relevant actuarial assumptions used in this application meet the standards set by MPRA.

- **CONCLUSION**

Based upon a thorough analysis of all current, historical and future factors affecting the Pension Fund, it is the prudent determination of the Trustees that unless benefits are suspended in accordance with IRS Code Section 432(e)(9)(C)(ii), as proposed in this application, the Pension Fund will otherwise become insolvent, even after all reasonable measures have been taken to avoid such insolvency.



Michigan Regional Council of Carpenters • U.B.C.J.A.

December 11, 2018

Board of Trustees
Carpenters Pension Trust Fund – Detroit & Vicinity
Joan Janks, Plan Manager
BeneSys, Inc.
P.O Box 4540
Troy, MI 48099-4540

Re: Carpenters Pension Trust Fund – Detroit & Vicinity
Appointment of MPRA Retiree Representative

Dear Trustees:

As required by the Multiemployer Pension Reform Act (MPRA), I hereby appoint retiree David Morris as the retiree representative on the Carpenters Pension Trust Fund – Detroit & Vicinity, effective immediately.

Should you have any questions regarding this appointment, please advise.

Very truly yours,

Michael Jackson
Chairman

MJJ/ldm

Cc: David Morris
Andrew Smith, United Actuarial Services
Christopher Scott, Bulytnck & Company
John I. Tesija, Novara, Tesija & Catenacci, PLLC

400 Renaissance Center, Ste. 1010
Detroit, MI 48243
Phone: (313) 285-5000
Fax: (313) 832-1578

23401 Mound Road, Ste. 101
Warren, MI 48091
Phone: (313) 832-3887
Fax: (586) 759-5982

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MICHIGAN REGIONAL COUNCIL OF CARPENTERS' FRINGE BENEFIT FUNDS

P.O. Box 4540 • Troy, MI 48099-4540 • Telephone: (248) 641-4950 (800) 572-2525

POWER OF ATTORNEY AND DECLARATION OF AUTHORIZED REPRESENTATIVE BEFORE THE DEPARTMENT OF TREASURY

Applicant Information:

Board of Trustees, Carpenters Pension Trust Fund –
Detroit & Vicinity
700 Tower Drive, Ste. 300
Troy, MI 48098
EIN: 38-6242188
Plan Number: 001
Tom Lutz, Chairman
Robert Halik, Secretary
Phone: (248) 813-9800
Fax: (248) 813-9898

The Board of Trustees of the Carpenters Pension Trust Fund – Detroit & Vicinity hereby appoints the following representatives as attorney-in-fact to represent the taxpayer before the Department of Treasury and perform acts related to the attached application dated September 30, 2019 for suspension of benefits under Internal Revenue Code Section 432(e)(9).

Representative Information:

John I. Tesija jit@ntclaw.com
Paul M. Newcomer pmn@ntclaw.com
Novara Tesija & Catenacci PLLC
888 Big Beaver Road, Suite 600
Troy, MI 48084
EIN: 38-3763096
Phone: (248) 354-0380
Fax: (248) 354-0393

Send copies of notices and communications to representative: Yes

With the exception of the facts described below, I authorize my representative to receive and inspect information, including confidential tax information, and to perform acts that I can perform with respect to the application dated September 30, 2019 for suspension of benefits under Section 432(e)(9) of the Internal Revenue Code. For example, my representative shall have the authority to sign any agreements, consents, or similar documents. Specific acts not authorized: None.

[Redacted Signature]

[Redacted Signature]

Robert Halik, Chairman

Signed: March __, 2019
September 20, 2019

CARPENTERS PENSION TRUST FUND – DETROIT AND VICINITY PENSION PLAN

As Amended and Restated on October 7, 2014
(Including the PPA All Reasonable Measures Plan)



Prepared by:

NOVARA, TESIJA, P.L.L.C.
2000 Town Center, Suite 2370
Southfield, Michigan 48075-1314
Tel. (248) 354-0380
Fax (248) 354-0393
EMAIL: nt@novaratesija.com

PENSION PLAN OF THE
CARPENTERS PENSION TRUST FUND – DETROIT AND VICINITY
AS AMENDED AND RESTATED ON OCTOBER 7, 2014
(INCLUDING THE PPA ALL REASONABLE MEASURES PLAN)

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CARPENTERS PENSION TRUST FUND – DETROIT AND VICINITY
PENSION PLAN
OCTOBER 7, 2014 RESTATEMENT

The Trustees of the Carpenters Pension Trust Fund – Detroit and Vicinity, pursuant to the powers and duties vested in them by the Agreement and Declaration of Trust, as well as all applicable governing documents, as amended from time to time, published this restated Pension Plan, originally effective on May 1, 1957. Since the original effective date, the Trustees have adopted, at different times, restated versions of this Plan, together with amendments they deemed appropriate or required, which are hereby incorporated in this Restated Pension Plan, and made effective as of October 7, 2014, unless otherwise indicated herein. This restated Plan applies to all service and benefits accrued or paid, pursuant to this or any prior Plan documents, except as indicated herein. Any individual who participated in another plan that was merged herein, shall have his rights and obligations determined in accordance with the terms of such other plan(s), as they existed on the merger date, with respect to all pre-merger accrued service and benefits, unless expressly modified herein. Post-merger service and benefits will be determined under this Plan. By adopting this restated Pension Plan, the Trustees desire to provide for an orderly administration of the Pension Fund, as they, in their sole and exclusive discretion, deem appropriate.

ARTICLE I
DEFINITIONS

Section 1.1 Accrued Benefit. "Accrued Benefit" means the monthly amount of the normal retirement benefit payable in a single life annuity form, as of a Participant's Normal Retirement Age, based on the amount of benefit accrued by such Participant at the applicable benefit rate or rates in effect as of the date such determination is made. Ancillary benefits such as the disability benefits paid from this Plan, shall not be deemed Accrued Benefits hereunder.

Section 1.2 Active Participant. "Active Participant" means an Employee who is in the process of acquiring eligibility to receive benefits, and who has not become an Inactive Participant, Former Participant, Vested Deferred Participant, or Retiree.

Section 1.3 Actuarial Equivalent. "Actuarial Equivalent" shall mean a benefit having the same value as the benefit for which it is substituted. In converting one form of monthly benefit to another form of monthly benefit, the Actuarial Equivalent shall be determined by using a 6½% annual compound rate of interest assumption and the mortality table described in Rev. Rul. 95-6. In calculating the current single sum value of a deferred monthly benefit, the Actuarial Equivalent shall be determined using the rates of mortality specified in Internal Revenue Code Section 417(e)(3)(A) and the annual rate of interest on 30-year Treasury securities in effect for the month of April preceding the Plan Year in which payment of benefits will commence. Notwithstanding the foregoing, effective for single sum payments made on or after May 1, 2002, the mortality table used shall be the GAR-94 mortality table projected to 2002 and blended fifty percent (50%) male rates and fifty percent (50%) female rates as contained in Rev. Rul. 2001-62. The mortality table used for adjusting benefits or limitations under Section 415(b)(2) of the Code for benefits commencing on or after May 1, 2002, shall be the GAR-94 mortality table projected to 2002 and blended fifty percent (50%) male rates and fifty percent (50%) female rates as contained in Rev. Rul. 2001-62. The requirements regarding the assumptions used in the actuarial adjustments of IRC Section 415(b)(2)(B), (C), (D) are effective for limitation years beginning after December 31, 1994.

This provision is not intended to modify actuarial assumptions mandated by the IRS for purposes of valuing the Plan's current liabilities, for use in valuing benefits for purposes of § 415(b) limitations, or for determining the present value of benefits under § 417(e).

Section 1.4 Actuarial Valuation For purposes of calculating the Plan's current liabilities, the Plan will use the mortality table prescribed by the Secretary for such purpose, currently the RP-2000 Table.

Section 1.5 Association. "Association" means those Employer Associations that have become sponsors of this Pension Fund by virtue of their execution of the Trust Agreement at its inception, or subsequently becoming a party thereto by executing the appropriate adoption agreement. Once an Association ceases to be a party to the Trust Agreement, it will no longer be deemed an Association hereunder.

Section 1.6 Beneficiary. The term "Beneficiary" shall mean any person who, because of relationship to or designation by an Active or an Inactive Participant or Retiree, may be entitled to benefits from the Fund. For married individuals, the Spouse shall automatically be deemed to be the Beneficiary hereunder, unless waived with such Spouse's consent. For single individuals, or in case of such waiver, the first of the following classes of successive Beneficiaries then surviving shall be deemed the Beneficiary:

- (a) any person (including any organization) who has paid or incurred the expense of burial of the deceased Active Participant, provided that claim therefore is made within 45 days of death or before any other death benefit payable hereunder has been paid, up to the least of
 - (i) the death benefit payable under the Plan, or
 - (ii) the actual expenses of burial, or
 - (iii) \$1,000.00, and then
- (b) the following classes of Beneficiaries as survive the Participant:
 - (i) any person designated by the deceased Participant as Beneficiary with this Fund, subject to the Plan's Spousal consent requirements, or
 - (ii) if no designation has been made, then any person designated by the deceased Participant as Beneficiary on forms supplied by the Union sponsored Health and Welfare Fund, which covered the Participant, or
 - (iii) if none of the above survives, then children of the deceased Participant in equal shares, or
 - (iv) if none of the above survives, the estate of the deceased Participant, but only if claim therefore is made within one year of death.

In the event of a divorce, it is presumed that the Participant intended to revoke any designation of his divorced spouse as the Participant's designated Beneficiary, unless:

- (a) the Judgment of Divorce affirmatively states that the divorced spouse will remain the designated Beneficiary, or
- (b) a Qualified Domestic Relations Order affirmatively states that the divorced spouse remains the designated Beneficiary, or
- (c) the Participant completes a new designation of Beneficiary form after entry of the Judgment of Divorce, which named the divorced spouse as the Participant's designated Beneficiary.

Section 1.7 Break in Service. A one year "Break in Service" shall occur if a Participant accrues less than 435 Hours of Service in a single Plan Year. No Break in Service shall be

deemed to occur in the first Plan Year of participation, if the Participant fails to accrue the necessary Hours of Service. A permanent Break in Service shall be deemed to have occurred when a non-vested Active Participant or Inactive Participant, incurs five consecutive one year Breaks in Service.

Section 1.8 Collective Bargaining Agreement. "Collective Bargaining Agreement" shall mean any collective bargaining agreement or other written agreement that provides for Employer contributions to the Trust Fund, or which adopts, expressly or implicitly, a written agreement that so provides, and details the basis upon which such contributions are to be made and, with respect to Employees working outside the trade jurisdiction of the Union, the terms and conditions prescribed by the Trustees for acceptance of such contributions.

Section 1.9 Covered Employment. "Covered Employment" means Employment with an Employer, for which the Employer has agreed, through a written Collective Bargaining Agreement with the Union, or other written agreement, to contribute to the Pension Fund on the Employee's behalf.

Section 1.10 Early Retirement Date. "Early Retirement Date" means the first day of the month following or coincident with the date on which an Employee satisfies the requirements for an early retirement benefit, pursuant to Section 4.1.

Section 1.11 Effective Date. "Effective Date" of this Restated Plan shall be October 7, 2014. The initial effective date of the Plan is May 1, 1957. Prior Plan provisions shall be applied as of their respective effective date(s), except as herein provided. Sections 8.1, 8.13, 10.4, 10.5 and 10.6 of this Plan shall be effective upon the earlier of: a) January 1, 2008, unless the application of such effective date is prohibited by law, a court or governmental agency with competent jurisdiction; or b) on October 7, 2014. To the extent an effective date of any current or prior Plan provision cannot be implemented as intended by the Trustees, then same shall automatically be given its effect at the earliest possible effective date, without further Trustee action.

Section 1.12 Employee. "Employee" means any of the following:

- (a) Any person who is or has been employed in Covered Employment by an Employer to perform tasks coming within the trade jurisdiction of the Union;
- (b) Any person who, after accruing at least one Year of Service based on employment in the trade, is or has been employed by an Employer to perform tasks outside the trade jurisdiction of the Union and whose Employer elects to contribute to this Pension Fund under such terms and conditions as the Trustees may prescribe;
- (c) Any person employed by, or working on behalf of the Union, one of its constituent Locals, or the UBC International on whose behalf same agree to participate herein;
- (d) Any person employed by any Employer such as a board of trustees, committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established through collective bargaining by the Union or one of its constituent locals and one or more Employer Associations, the members of which maintain a collective bargaining relationship with the Union.

Section 1.13 Employer. "Employer" means any of the following:

- (a) Any member of an Employer Association and any other individual, partnership, corporation or business entity which is engaged in work using or employing the services of individuals performing work tasks coming within the trade jurisdiction of the Union and which has a Collective Bargaining Agreement, or any other written agreement in effect, requiring contributions to this Pension Fund;
- (b) Any other Employer engaged in work coming within the trade, craft and geographical jurisdiction of the Union who is obligated by a Collective Bargaining Agreement, or such other written agreement, to make contributions to the Pension Fund on behalf of its Employees who are covered by the Collective Bargaining Agreement;
- (c) The Union, solely to the extent that it acts in the capacity of an Employer of its agents, business representative or its Employees, providing it agrees to make contributions to the Fund on behalf of such individuals;
- (d) Any training or other fringe benefit program operated in whole or in part by the Union, or with its sponsorship or approval, or one of its constituent Locals and/or one or more of the Associations signatory hereto;
- (e) Any board of trustees, committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established through collective bargaining by the Union or one or more of its constituent locals and one or more Employer Associations, the members of which maintain a collective bargaining relationship with the Union or one of its constituent Locals;
- (f) Any council, committee, or other body composed of representatives of one or more labor organizations of which the Union or one of its constituent Locals is a member; or
- (g) Any sponsoring Employer Association, solely in its capacity as an Employer of Employees, on whose behalf it has agreed in writing to make contributions to this Pension Fund.

In the case of an Employer electing to contribute pursuant to the provisions of subsection (d), (e), (f) or (g), contributions must be uniformly made with respect to all Employees of that Employer.

Section 1.14 Hour of Service. "Hour of Service," as defined in the following subparagraphs, shall be credited to the Employee in the Plan Year in which the Hour of Service is worked or credited to that Employee, and means:

- (a) Each hour for which an Employee is directly or indirectly paid or entitled to payment by an Employer for the performance of duties and for which an Employer is required to make contributions on behalf of the Employee to the Fund, pursuant to the Collective Bargaining Agreement during each Plan Year. Each such hour shall be credited to the Employee for the period in which he performed the duty, regardless of when payment is made or due.

- (b) Each hour for which an Employee is directly or indirectly paid or entitled to payment by an Employer for reasons other than the performance of duties (such as vacation, sickness or temporary disability). Hours credited for reasons other than the performance of duties will be credited in accordance with the Department of Labor Regulations 2530.200(b)-2(b) and (c).
- (c) Each hour for which back pay, irrespective of mitigation of damage, has been either awarded or agreed to by an Employer. Such hours shall be credited to the Employee for the period(s) to which the award or agreement pertains rather than the period(s) in which the award or agreement has been made.

Notwithstanding the provisions of subsection (b) of this Section, hours for which an Employee is directly or indirectly paid or entitled to payment for a period which no duties were performed shall not be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation or disability insurance laws.

Section 1.15 Normal Retirement Date. "Normal Retirement Date" means the later of: (a) The date upon which the Active Participant has attained the Normal Retirement Age of 65; or (b) the fifth anniversary of the date the Active Participant commenced participation in the Plan if such participation was commenced after age 60 (except that, in the case of an Active Participant who previously suffered a Permanent Break in Service, the date upon which he resumed participation following the most recent Permanent Break in Service shall be the commencement date used) and (c) the Active Participant has completely withdrawn from Covered Employment and (d) the Active Participant completes all necessary forms and provides all requested information in connection with the retirement application. Unless the Participant otherwise elects, benefits will commence within the time specified by IRC Section 401(a)(14) and Treas. Regs. Section 1.401(a)-14.

Section 1.16 Participant. "Participant" means an Employee who has met the eligibility requirements for participation as set forth herein. Once an Employee becomes an Active Participant, he shall remain an Active Participant until retirement, death, or other event that terminates his participation or renders him inactive. Once an individual ceases being an Active Participant, he shall be deemed an Inactive Participant, Former Participant, Vested Deferred Participant, Deceased Participant or Retiree, whichever is applicable.

Section 1.17 Pension Plan. "Pension Plan" means this Plan, containing the programs, methods and procedures for the making of regular contributions by Employers and the payment by the Trustees of benefits from the Pension Fund, in accordance with such rules and regulations relating to eligibility requirements, retirement age, amount and computation of benefits, and the general administration and operation of the Pension Fund as herein adopted or as the Trustees may from time to time adopt and promulgate, which are incorporated herein by reference. Prior Plan documents and their amendments shall also be deemed a part of this Plan, to the extent applicable.

Section 1.18 Pension Trust, Pension Fund or Pension Trust Fund. "Pension Trust," "Pension Fund" or "Pension Trust Fund" shall be synonymous with and mean this Carpenters' Pension Trust Fund – Detroit and Vicinity, as amended from time to time.

Section 1.19 Plan Year. "Plan Year" means a year commencing on May 1 and ending on the following April 30 of each year.

Section 1.20 Retiree. "Retiree" shall mean a person who was an Active, Inactive or Vested Deferred Participant and who has applied for and is entitled to receive, or is receiving, monthly early or normal retirement benefits from the Fund, including any such person whose entitlement to benefits has been suspended pursuant to this Plan.

Section 1.21 Spouse. "Spouse" means the individual to whom a Participant is married on the earlier of his joint and survivor annuity starting date or the date of death. A former Spouse shall be treated as a Spouse to the extent provided by IRC Section 414(p). The term "Spouse" shall include any individuals who are lawfully married under any state, or other domestic or foreign law, including individuals married to a person of the same sex who were legally married in a jurisdiction that recognizes such marriages, but who are domiciled in a state that does not recognize such marriages.

Section 1.22 Trustees. "Trustees" means the persons designated by the Union, Association or Employers to administer the Pension Trust and this Plan and who have consented in writing to act in that fiduciary capacity, pursuant to the terms of the Trust.

Section 1.23 Union. "Union" means the Michigan Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, or any successor thereto.

Section 1.24 Year of Credited Service. "Year of Credited Service" will be accrued by a Participant in accordance with Section 2.2. Year of Credited Service shall be used to determine eligibility for various benefits from the Pension Fund.

Section 1.25 Year of Vesting Service. "Year of Vesting Service" will be accrued by a Participant in accordance with Section 2.3 hereof. Years of Vesting Service will be used to determine the vested percentage of the benefit to which a Participant is otherwise eligible for.

ARTICLE II PARTICIPATION AND BENEFIT ACCRUAL

Section 2.1 Eligibility for Participation. An Employee shall become an Active Participant under this Plan upon his accrual of at least 870 Hours of Service in Covered Employment in any two consecutive Plan Years. An Employee shall be deemed to have become a Participant on the first day of the first Plan Year, of said two Plan Year period in which he meets the 870 Hours of Service in Covered Employment requirement. Hours of Service accrued prior to becoming a Participant hereunder, shall not be taken into account for any purposes hereunder. All Hours of Service in Covered Employment accrued by the Active Participant in the Detroit Laborers Pension Fund by virtue of an inter-fund agreement, shall be taken into account for participation purposes. Any individual participating herein pursuant to an alumni participation agreement must have been a Participant in the Plan and accrued at least one Year of Credited Service, prior to commencing such participation as an alumni Participant. The Trustees may develop additional rules and regulations regarding such alumni Participants.

Section 2.2 Accrual of Years of Credited Service. A Year of Credited Service shall be the unit by which each Active Participant's eligibility for certain benefits hereunder shall be determined. A Year of Credited Service shall consist of 435 or more Hours of Service accrued in a Plan Year, in Covered Employment described herein. Hours of Service not accrued in Covered Employment, or employment for which contributions hereto are otherwise not required, shall not be considered for purposes of calculating Years of Credited Service.

- (a) **Covered Employment.** All Hours of Service accrued by the Active Participant in Covered Employment for which contributions are, or should have been made to this Fund, shall be taken into account for purposes of establishing Years of

Credited Service. Hours of Service for which contributions are required hereto, even though not performed in Covered Employment (such as alumni employees) and certain Canadian service, as described in Section 2.3 (b)(iv), shall nevertheless be treated as having been performed in Covered Employment for purposes of this Section.

- (b) **Non-Covered Employment.** Hours of Service not accrued in Covered Employment, as more particularly described in Section 2.3 (b), shall not be considered for purposes of Years of Credited Service. Likewise, Hours of Service for which no contributions are required to be paid, as described in Section 1.14(b), shall not be considered for purposes of Years of Credited Service. The foregoing notwithstanding, all Hours of Service accrued in Canada, as more particularly described in Section 2.3 (b)(iv) shall be considered for years of Credited Service purposes.

Section 2.3. Years of Vesting Service. Years of Vesting Service shall be the unit by which the Fund will determine the vested percentage of a Participant's, Inactive Participant's of Vested Deferred Participant's benefits. Years of Vesting Service shall not be used to determine eligibility for benefits hereunder, unless specifically so designated. A Year of Vesting Service shall consist of each Plan Year in which the Employee accrues at least 435 Hours of Service in Covered or Non-Covered Employment, as herein defined.

- (a) **Covered Employment.** All Hours of Service accrued in Covered Employment for purposes of Years of Credited Service, pursuant to Section 2.2(a) shall also be taken into account for Years of Vesting Service purposes.
- (b) **Non-Covered Employment.** For Years of Vesting Service purposes only, Hours of Service in Non-Covered Employment shall also be taken into account in conjunction with any Hours of Service accrued in Covered Employment, including the following:
 - (i) **Contiguous Service.** All Hours of Service worked in Contiguous Service, on or after the effective date of the Plan, which includes service performed for an Employer in work which is not within the jurisdiction of the Union and which was continuously performed immediately prior to or immediately after employment with such Employer, or a controlled group of Employers, which was both within the craft jurisdiction of the Union and occurred during a period of time in which such Employer had an obligation to contribute to the Fund. Contiguous Service shall also include any employment in a salaried position with the Union or any other Local, International Union, Zone, State Conference, Labor Board or Building Trades or subdivision thereof, if such employment is performed immediately prior to or after employment with an Employer or the Union.
 - (ii) **Other Non-Covered Service.** Hours of Service accrued, on or after the effective date of this Plan, in a bargaining unit represented by the Union but which is covered by a collective bargaining agreement that does not require that contributions be paid to the Fund, shall also be used in determining a Year of Vesting Service. All time during which any Active or Inactive Participant has been employed by the Detroit Board of Education, in a bargaining unit that would otherwise be represented by the Union, but for the fact that it is represented by the Greater Detroit Building and Construction Trades Council, shall be counted in

determining Years of Vesting Service.

- (iii) **Inter-Fund Contiguous Service.** All Hours of Service accrued by an Active or Inactive Participant under the Detroit Laborers Pension Fund, that are covered by an Inter-Fund Contiguous Service Agreement, shall be taken into account.
- (iv) **Canadian Service.** All Hours of Service accrued in Canada, during the period of January 1, 1974 through December 31, 1976, shall also be taken into account for both Years of Vesting and Credited Service purposes.
- (v) **Pro-Rata Service.** Hours of Service accrued in other Pension Plans which are covered by a pro-rata reciprocity agreement with this Fund.

Section 2.4 Loss of Active Participant Status. When an Active Participant accrues insufficient Hours of Service, he shall lose his status as an Active Participant and be deemed one of the following classes of Participants:

- (a) **Inactive Participant.** If an Active Participant accrues no Hours of Service in Covered Employment, as described in Sections 2.2 and 2.3, for two consecutive Plan Years, he shall be considered an Inactive Participant. As an Inactive Participant, such individual shall be deemed to have separated from Covered Employment, but not to have terminated participation in the Plan, unless he suffers a Permanent Break in Service, by incurring five consecutive one year Breaks in Service. A disabled Participant will not become an Inactive Participant until two years after his last Hour of Service, provided he is actively seeking Social Security disability benefits.
- (b) **Former Participant.** A Participant that has become Inactive and has accepted a disability or vested deferred lump-sum cashout benefit, described in Sections 5.2(b) or 7.2(a), shall be deemed to have become a Former Participant.
- (c) **Terminated Participant.** An Inactive or Active Participant who has not become vested in any portion of his Accrued Benefit shall be deemed to have incurred a Permanent Break in Service and become a Terminated Participant on the first day of the Plan Year following the Plan Year in which such individual accrues five consecutive one year Breaks in Service. A Terminated Participant shall lose all Years of Vesting and Credited Service accrued prior to the Permanent Break in Service, and shall be treated as a new Participant upon any reemployment, except as provided in Section 2.6.
- (d) **Vested Deferred Participant.** A Participant who has become partially or fully vested in any portion of his Accrued Benefit shall be deemed to become a Vested Deferred Participant on the first day of the Plan Year following two consecutive Plan Years in which such individual accrues no Hours of Service in any categories of employment described in Section 2.2 or 2.3 hereof.

Section 2.5 Authorized Leaves of Absence. No Break in Service or loss of Active Participant status shall occur in any Plan Year in which the necessary Hours of Service were not accrued as a result of:

(a) **Military Leave.**

(i) If an Active Participant enters service in the armed forces of the United States and serves for a period of at least three months, but not more than five years (or a longer period, if his service is extended by the government) and resumes employment as an Employee covered by this Plan within twelve months of the date of his discharge under honorable conditions from the armed forces (three months in case of National Guard Service), he shall be credited with Hours of Service and shall accrue Years of Service for the period of his service in the armed forces. The number of Hours of Service with which he is credited shall be the average number of Hours of Service with which he was credited each month during the three Plan Years immediately preceding his entry into the armed forces or, if he first became a Participant less than three Plan Years prior to his entry into the armed forces, the monthly average of Hours of Service with which he was credited during the shorter period of participation. An Active Participant who is a Reservist or National Guardsman, who is called to active service by the United States government for a period of at least three consecutive months, shall be credited with Hours of Service and shall accrue Years of Service for the period of that active service in accordance with the provisions set out in this subsection. Time spent by a Participant in any service in the armed forces of the United States which is covered by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), or its predecessors, will be considered by this Plan provided the Participant complies with the notice, documentation and reemployment requirements thereof. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. Any additional liabilities arising from this Section shall be considered liabilities of the Plan;

(ii) In accordance with the Heroes Earnings Assistance and Relief Tax Act (HEART), the reemployment requirement referenced above in Section 2.5(a)(i) shall apply only when considering military service for purposes of accruing hours and years of service. For all death and survivor benefits available under this Plan, an Active Participant who enters military service and then dies while on qualified military leave shall be treated by the Plan as having been actively employed at the time of his or her death.

(b) **Non-Covered Service.** Time spent by a Participant in Non-Covered Service described in Section 2.2 and 2.3, including employment:

- (i) With the Union, including the International or any of its affiliated entities, or any department or agency of any labor organization or council of labor organizations with which the Union is affiliated;
- (ii) With the state or federal department of labor;
- (iii) With an Employer described in Section 1.14 (c), (d), (e), (f) or (g) of this Plan, that elects not to contribute to the Fund;
- (iv) Any non Covered Employment for a contributing Employer; or

- (v) During which contributions are made to another Pension Fund sponsored by the Union or its parent or sister entities with respect to work performed by him in the jurisdiction of one of the district councils or local unions party to that fund; provided that the combination of Hours of Service performed in both Funds' areas are sufficient to satisfy the requirements hereunder; or
- (vi) During which he worked in Canada between January 1, 1974 and December 31, 1976, because of lack of work in the Detroit metropolitan area, provided evidence of such work is found in the records of a Union sponsored Health and Welfare Fund.
- (c) **Maternity/Paternity Leave.** If an Active Participant timely notifies the Trustees and furnishes the information required by them to establish that absence from work is due to pregnancy, childbirth, placing of a child with the Active Participant for adoption or caring for such a child immediately following birth or placement, hours which the Active Participant would otherwise have worked shall be counted as Hours of Service, for the purpose of preventing One-Year Break in Service only, up to a maximum of 435 Hours of Service either in the Plan Year in which the absence began or, if not needed to prevent a Break in Service in that Plan Year, then in the next Plan Year. Notification shall be timely if given 90 days in advance of the beginning of such absence or, upon submission of a satisfactory reason for not giving advance notice, after the absence, but no later than 30 days following the end of the Plan Year in which the absence occurred.
- (d) **Disability.** Any period during which the Participant is eligible to receive disability benefits from this Plan.

Section 2.6 Reemployment.

- (a) **Inactive and Former Participant.** If an Inactive or Former Participant, who has not terminated participation as a result of a permanent Break in Service, resumes employment as an Employee covered by the Plan, he shall again become an Active Participant retroactive to the first day of the first Plan Year of any two consecutive Plan Year period in which such individual accrues at least 435 Hours of Credited Service. All pre-break vesting and credited service will be restored, provided the Inactive or Former Participant recommences participation prior to incurring a permanent Break in Service.
- (b) **Terminated Participant.** If a Terminated Participant who has ceased participation as a result of a permanent Break in Service, resumes employment as an Employee covered by the Plan, he shall again become an Active Participant, in the same manner as a new Participant, i.e., when he has been credited with 870 Hours of Credited Service in any two consecutive Plan Years and have his pre-break vesting service restored. All pre-break credited service will also be restored if such Participant accrues three or more Years of Vesting Service after becoming an Active Participant, or accrues at least 5,000 Hours of Credited Service before suffering another permanent Break in Service.
- (c) **Post-ERISA Cash Out.** If a Former Participant returns to Covered Employment on or after May 1, 1987, and accrues at least 435 Hours of Credited Service in any one Plan Year, all of his pre-break Years of Vesting Service will be restored. If such individual repays to the Fund the amount of any lump sum disability or

deferred vested payment received by him on or after May 1, 1976, along with interest at the rate of 5%, compounded annually, from the date of payment to the date of repayment, then the Years of Credited Service and all Employer contributions previously forfeited shall be reinstated, provided that repayment is made prior to the date as of which such Participant accumulates three (3) consecutive Years of Credited Service. The amount of the lump sum benefit payment repaid hereunder shall also be taken into account for benefit calculation purposes. If a Terminated Participant who did not receive a cash out benefit returns to Covered Employment, he must satisfy the requirements of Section 2.6(b) to reinstate his prior service.

- (d) **Pre-ERISA Cash Out.** If a Former or Terminated Participant who had accrued at least 435 Hours of Service in any one Plan Year prior to May 1, 1976, becomes an Active Participant on or after May 1, 1996, he may reinstate all forfeited Years of Vesting and Credited Service accrued prior to May 1, 1976. All Employer contributions made on such Participant's behalf prior to May 1, 1976, that were not previously distributed to him as a "cash-out" benefit, will be taken into account for purposes of benefit calculations hereunder. Those contributions which were cashed out need not be repaid, nor will they be considered for benefit calculation purposes hereunder.
- (e) **Vested Deferred Participant.** A Vested Deferred Participant will become an Active Participant retroactive to the first day of any one Plan Year period in which such individual accrues at least 435 Hours of Credited Service and will have all his pre-break Vesting and Credited Service restored, as if he never ceased being an active Participant.
- (f) **Rule of Parity.** The foregoing notwithstanding, any Years of Vesting and Credited Service accrued by a Participant that is not vested in any part of his Accrued Benefit prior to becoming an Inactive or Terminated Participant or incurring a Permanent Break in Service, shall not be disregarded unless such Participant fails to return to Covered Employment, with a period equal to the greater of (A) the number of Years of Vesting Service accrued prior to the Permanent Break in Service, or his becoming an Inactive Participant, whichever occurred first, or (B) five Plan Years.

ARTICLE III NORMAL RETIREMENT BENEFITS

Section 3.1 Eligibility For Normal Retirement Benefits. An Active Participant shall be eligible to receive his normal retirement benefits upon satisfying all of the following requirements:

- (a) He has reached his Normal Retirement Date, consisting of the later of:
 - (i) The date upon which the Active Participant has attained the Normal Retirement Age of 65; or
 - (ii) The fifth anniversary of the date the Active Participant commenced participation in the Plan if such participation was commenced after age 60 (except that, in the case of an Active Participant who previously suffered a Permanent Break in Service, the date upon which he resumed

participation following the most recent Permanent Break in Service shall be the commencement date used);

- (b) The Active Participant has completely withdrawn from Covered Employment; and
- (c) The Active Participant completes all necessary forms and provides all requested information in connection with the retirement application.
- (d) Unless the Participant otherwise elects, benefits will commence within the time specified by IRC Section 401(a)(14) and Regs section 1.401(a)-14.

Section 3.2 Amount of Normal Retirement Benefit. Effective August 1, 2013, and for all accrued Hours of Service, the amount of the eligible Active Participant's monthly normal retirement benefit shall be that shown in subsection (b), of this Section. For a Vested Deferred Participant, the benefit rate at retirement shall be that established on the date the individual last was an Active Participant. The amount of contributions so accrued shall include Employer contributions that were actually made on the Participant's behalf and those that were required to be so made. This amount may be actuarially adjusted to take into account the benefit form selected by the Active Participant, as provided in Section 3.4. The normal retirement benefit provided under this Section shall become nonforfeitable when the Participant satisfies all of the requirements for Normal Retirement. Notwithstanding anything stated in this Section or elsewhere in this Plan, no contributions earmarked by the Plan Sponsors to go toward any purpose other than Accrued Benefits shall be taken into account in determining the amount of a participant's Accrued Benefit, as reflected in subsection (a), of this Section. All such non-credited contributions will be excluded from consideration in calculating benefits payable under this Plan, and therefore will not be included within the total aggregate Employer contributions accrued by the Active Participant used to compute benefits using the benefit multiplier. Further, all contributions transferred to this Fund pursuant to a reciprocity agreement will also be reduced by the then applicable non-credited contribution amount.

- (a) The following percentages (or amounts where appropriate) of the hourly contribution amounts owed or paid by an Employer on behalf of a Participant in the applicable year, pursuant to the applicable Collective Bargaining Agreement listed below, will be non-credited contributions for that year that are not considered for benefit accrual purposes, as of the effective dates shown below, or such later date as may be required by governmental regulation:

	6/1/06 to 5/30/07	6/1/07 to 5/30/08	6/1/08 to 5/30/09	6/1/09 to 5/30/10	6/1/10 to 5/30/11	6/1/11 to 5/30/12*	6/1/12 to 5/30/13	6/1/13 and Thereafter ¹¹
Commercial	22%	16% ¹	23% ³	37% ⁵	45% ⁸	52%	56.75%	61%
Display	22%	16% ¹	23% ³	37% ⁵	45% ⁸	52%	56.75%	61%
Floorlayers	22½%	16.5% ¹	28% ⁴	42% ⁷	51% ⁹	56%	60.75%	61%
Millmen	22%	35%	45%	45%	50%	50%	55.00%	61%
Millwrights	23%	17% ^{1,2}	23½% ^{3,5}	37½% ^{5,6}	46% ¹⁰	52%	57.50%	61%
Roadbuilders	23%	17% ¹	23½% ³	37½% ⁵	46% ⁸	53%	57.75%	61%
All Others	22%	35%	45%	45%	50%	50%	55.00%	61%
Residential	22%	35%	45%	45%	50%	50%	55.00%	61%
Poured Wall	22%	35%	45%	45%	50%	50%	55.00%	61%

*No maximum non-credited contribution is in effect for benefits accrued on or after June 1, 2011.

- 1. Up to a maximum of \$1.00 per hour.
- 2. Millwright agreements with an increase in contributions of less than \$1.75 per hour will be

- 35% non-credited with no maximum non-credited amount.
3. Up to a maximum of \$1.85 per hour.
 4. Up to a maximum of \$2.00 per hour.
 5. Millwright agreements with an increase in contributions of less than \$1.75 per hour will be 45% non-credited, with no maximum non-credited amount.
 6. Up to a maximum of \$3.60 per hour.
 7. Up to a maximum of \$3.75 per hour.
 8. Up to a maximum of \$5.15 per hour.
 9. Up to a maximum of \$5.30 per hour.
 10. Up to a maximum of \$5.15 per hour, except that if the agreement does not provide for a contribution increase of at least \$1.55 per hour, contributions will be 50% non-credited with no maximum non-credited amount.
 11. Residential and Poured Wall, effective August 1 of each year, instead of June 1.

Once discounted, as provided above, the net contribution amount for the applicable period will then be multiplied by the appropriate benefit rate, as set forth in Subsection (b).

- (b) Effective for all Hours of Service accrued under this Plan, the normal retirement benefit is calculated as follows, based on the most recent date that the Participant was active and using Employer contributions earmarked for benefit accruals:

	For Participants who were Active on or after the following date:	An amount equal to the following percent of total Employer contributions earmarked for benefit accruals for the Participant:
(i)	May 1, 2007	1% for hours accrued on or after May 1, 2007, plus (ii)
(ii)	May 1, 2004	3% for hours accrued on or after May 1, 2004 but prior to May 1, 2007, plus (iii)
(iii)	May 1, 1997	4.3% for all hours prior to May 1, 2004
(iv)	May 1, 1992	3.9% for all hours prior to May 1, 1997
(v)	May 1, 1990	3.85% for all hours prior to May 1, 1992
(vi)	May 1, 1989	3.4% for hours prior to May 1, 1985, plus 3.7% for hours on or after May 1, 1985
(vii)	May 1, 1987	3.4% for hours prior to May 1, 1985, plus 3.6% for hours on and after May 1, 1985
(viii)	May 1, 1986	3.2% for hours prior to May 1, 1985, plus 3.4% for hours on and after May 1, 1985*
(ix)	May 1, 1985	the 2.6% rate used in the calculations under either (xi) or (xii) is increased to 3.2%*
(x)	May 1, 1984	the 2.6% rate used in the calculations under either (xi) or (xii) is increased to 2.9%*
(xi)	May 1, 1980	2.6%*
(xii)	April 30, 1980	the greater of (A) 2.75% of the first \$15,000 of contributions plus 3% of the next \$19,600 of contributions or (B) 2.6% of such contributions*
(xiii)	May 1, 1979	2.75% of the first \$15,000 of contributions plus 3% of contributions in excess of \$15,000, but not less than \$35.00 per month or more than \$900.00 per month*
(xiv)	May 1, 1976	2.75% of contributions, but not less than \$35.00 per month or more than \$650.00 per month (increased to \$800.00 on and after May 1, 1977)*

*For those who were also Active Participants on April 30, 1969, the amount will be the greater of the amount calculated according to the applicable formula or

3.5% of the first \$4,300 of such contributions plus 1.5% of contributions in excess of \$4,300.

Section 3.3 Start of Normal Retirement Benefits. An Active Participant who applies for normal retirement benefits in a form satisfactory to the Trustees shall be entitled to begin receiving normal retirement benefits as of the first day of the first month following receipt of his application by the Trustees, based upon which he is found to have retired and to have met all other eligibility requirements for a normal retirement benefit. Effective for Plan Years after December 31, 1996, the Required Beginning Date for such benefit, in the absence of an earlier application by an Active Participant, shall commence on the later of the first day of April following the calendar year in which the Active Participant reaches age 70 1/2, or actually retires. Benefits commencing after the Participant's Normal Retirement Age shall be actuarially adjusted. The accrued benefit of an Employee (other than a five-percent owner) who retires in a calendar year after the calendar year in which the employee attains age 70 1/2 is actuarially increased from April 1 after the calendar year in which the Employee attains age 70 1/2 to the date on which benefits commence after retirement in an amount sufficient to satisfy IRC Section 401(a)(9), in order to take into account the period during which the Employee is not receiving benefits under the Plan. Any Participant (other than a five-percent owner) who attains age 70 1/2 after 1995 shall have the option of commencing distributions by April 1 following age 70 1/2 or deferring such distributions. Unless the Participant otherwise elects, benefits will commence within the time specified by IRC Section 401(a)(14) and Regs section 1.401(a)-14.

Section 3.4 Forms of Payment. Normal retirement benefits shall be payable monthly, in one of the following forms:

- (a) **Single Life Benefit.** The monthly normal retirement benefit amount shall be equal to the applicable percentage(s) provided for under Section 3.2(b) based on the Participant's date(s) of determination, multiplied by the applicable contribution amount after the application of Section 3.2(a). The single life benefit shall terminate on the first day of the following month in which the death of the Retiree occurs.
- (b) **50% Joint and Survivor Annuity.** The amount of the monthly 50% joint and survivor benefit shall be the Actuarial Equivalent of the single life benefit, actuarially adjusted to provide a monthly benefit payable to the Retiree for his life and, upon his death, a monthly benefit payable to the Retiree's Surviving Spouse for the remainder of the Surviving Spouse's life, in an amount equal to 50% of the actuarially adjusted benefit payable to the Retiree during his lifetime. The 50% joint and survivor benefit will terminate on the first day of the following month in which the later of the death of the Retiree or the Spouse occurs.
- (c) **75% Joint and Survivor Annuity.** The amount of the monthly 75% joint and survivor benefit shall be the Actuarial Equivalent of the single life benefit, actuarially adjusted to provide a monthly benefit payable to the Retiree for his life and, upon his death, a monthly benefit payable to the Retiree's Surviving Spouse for the remainder of the Surviving Spouse's life, in an amount equal to 75% of the actuarially adjusted benefit payable to the Retiree during his lifetime. The 75% joint and survivor benefit will terminate on the first day of the following month in which the later of the death of the Retiree or the Spouse occurs.
- (d) **100% Joint and Survivor Annuity.** The amount of the monthly 100% joint and survivor benefit shall be the Actuarial Equivalent of the single life benefit, actuarially adjusted to provide a monthly benefit payable to the Retiree for his life

and, upon his death, a monthly benefit payable to the Retiree's Surviving Spouse for the remainder of the Surviving Spouse's life, in an amount equal to 100% of the actuarially adjusted benefit payable to the Retiree during his lifetime. The 100% joint and survivor benefit will terminate on the first day of the following month in which the later of the death of the Retiree or the Spouse occurs.

- (e) **Life-Ten Year Certain Annuity.** The amount of the life-ten year certain benefit shall be the Actuarial Equivalent of the single life benefit, which is actuarially adjusted to provide a benefit payable should the Retiree die after the first benefit becomes payable but before a total of one hundred and twenty monthly benefits have been paid, to a Beneficiary designated by the Active Participant at the time of retirement, commencing on the first day of the month following the Retiree's death and continuing until the number of payments made to the Retiree and to the Beneficiary combined is one hundred and twenty. If both the Retiree and the Beneficiary should die before a total of one hundred and twenty monthly benefits have been paid, the commuted value of the remaining payments needed to reach one hundred and twenty shall be paid in a lump sum to the estate of the later of the two to die, provided that claim therefore is made within twelve months of the date of the second death. A Retiree in pay status may change the designated Beneficiary who will receive the remainder of the life-ten year certain benefit once during any Plan Year, subject, to the written consent of the Spouse to whom he was legally married at the time benefits first became payable, if the Spouse is still living. The Retiree shall be permitted to designate another Beneficiary if the Beneficiary first designated dies before a total of one hundred and twenty monthly benefits have been paid, without such Spousal consent. Any such designation shall be effective on the first of the month following the receipt of written notice signed by the Retiree and, if required, written Spousal consent.

Section 3.5 Married Participants. Active Participants that are married to a Spouse at the time they are eligible to receive a normal retirement benefit shall be subject to the following provisions as modified on July 1, 2007:

- (a) **Married Participant's Benefit Option.** If the applicant is legally married at the time of his retirement, the normal retirement benefit shall automatically be paid in the 50% joint and survivor annuity form, unless the applicant waives that form and elects one of the optional forms, subject to his Spouse's consent.
- (b) **Qualified Election.** A qualified election to waive a 50% joint survivor annuity must be in writing and must be consented to by the individual's Spouse. The written explanation of the Plan's joint and survivor annuity will provide a description of the relative value of the Plan's optional forms of benefit compared to the joint and survivor annuity, consistent with Treas. Reg. § 1.417(a)(3)-(c). The Spouse's consent to waiver must be witnessed by a Plan representative or notary public, must either designate a Beneficiary which may not be changed without Spousal consent or permit the Participant to so designate without further Spousal consent, must state the particular optional form of benefit, and must acknowledge the effect of such election. Notwithstanding this consent requirement, if the applicant establishes to the satisfaction of a Plan representative that such written consent may not be obtained because there is no Spouse, or the Spouse cannot be located, a waiver will be deemed a qualified election. Any consent necessary under this provision will be valid only with respect to the Spouse who signs the consent, or in the event of a deemed qualified election, the designated Spouse. Additionally, a revocation of a prior

waiver may be made by the individual without the consent of the Spouse at any time before the commencement of benefits. The number of revocations shall not be limited during the 180-day period ending on the annuity starting date. During a period that begins on the first day of the 180 day period ending on the annuity starting date and ends on the later of the annuity starting date of the 30th day after the Plan Administrator provides the Participant with a written explanation of the qualified joint and survivor annuity (QJSA), a Participant may waive the QJSA form of benefit if the following conditions are satisfied:

- (i) the Participant's Spouse consents in writing to the election and the spouse's consent is witnessed by a plan representative or notary public;
 - (ii) the Participant's waiver and the Spouse's consent state the specific nonspouse beneficiary (including any class of beneficiaries or contingent beneficiaries) and the particular optional form of benefit, neither of which may be further modified (except back to a QJSA) without subsequent spousal consent (unless expressly permitted by the Spouse); and
 - (iii) the Spouse's consent acknowledges the effect of the election.
- (c) **Pop-up.** If a Retiree commences to receive benefits in either the 50% joint and survivor, 75% joint and survivor, or the 100% joint and survivor form and, at any time after the date on which benefit payments commence, the Retiree's Spouse dies and the Retiree survives the Spouse, his future monthly benefit amount shall be increased to the amount payable in the single life benefit form, using the applicable formula in effect at the time of his retirement. Thereafter the monthly benefit shall be paid in the single life benefit form.
- (d) **Notice and Election of Joint and Survivor Annuity.** Within a reasonable time, but no less than 30 and no more than 180 days prior to the joint and survivor annuity starting date, the Trustees shall provide each person eligible therefore with a written explanation of:
- (i) The terms and conditions of the joint and survivor annuity;
 - (ii) The individual's right to make and the effect of the election to waive the joint and survivor annuity;
 - (iii) The rights of the individual's Spouse; and
 - (iv) The right to make and the effect of a revocation of an election.

For limitation years after December 31, 1997, the Participant may waive the requirement that the written explanation be provided at least 30 days before the annuity starting date, if the distribution begins more than seven days after the explanation is provided to the Participant. The waiver provisions of Section 3.5(b)(i)-(iii) apply to this Section.

- (e) **Dual Spouse.** Each Participant and Spouse, or alternate payee under a Qualified Domestic Relations Order (QDRO), applying for benefits herefrom shall be deemed to automatically certify that they are not aware of any other or undisclosed Spouse that may have a claim for benefits from the Pension Fund, and agree to indemnify the Pension Fund from any such claims.

Section 3.6 Continued Employment.

- (a) **Active Participant.** If an Active Participant does not retire at age 65, or the earliest date on which he would be eligible to commence receiving normal retirement benefits, his Accrued Benefit shall be the greater of:
- (i) An amount that is the Actuarial Equivalent of the normal retirement benefit to which he would have been entitled had he applied to receive payments on the first day of the month following the month in which he became eligible for normal retirement benefits; or
 - (ii) The amount calculated as a single life benefit, including any additional Employer contributions made to the Fund with respect to Hours of Service performed by the Active Participant after the month in which he became eligible for normal retirement benefits.
 - (iii) The accrued benefit of an Employee (other than a five-percent owner) who retires in a calendar year after the calendar year in which the employee attains age 70 1/2 is actuarially increased from April 1 after the calendar year in which the Employee attains age 70 1/2 to the date on which benefits commence after retirement in an amount sufficient to satisfy IRC Section 401(a)(9), in order to take into account the period during which the Employee is not receiving benefits under the Plan.
- (b) **Retiree.** If a Retiree is credited with additional contributions as a result of Hours of Service accrued after retirement, he shall receive an increased monthly benefit based upon the additional contributions accrued, effective the following May 1. Monthly benefits shall be increased effective each May 1 thereafter, based upon the contributions, if any, accrued during the immediately preceding Plan Year. Each such increase in monthly benefits payable shall be calculated in the same benefit form in which the Retiree's monthly benefit is being paid, using the benefit rate in effect on the May 1 as of which each increase is effective.

Section 3.7 Suspension of Benefits. Notwithstanding any other provision of this Plan, the payment of monthly retirement benefits to a Retiree who would be eligible to receive such retirement benefits shall be suspended, in accordance with the provisions of this Section if the Retiree returns to or continues in Restricted Work as described herein, during the periods of time set forth herein.

- (a) **Return to Employment.** No monthly retirement benefit shall be paid to any Normal, Early or Vested Deferred Retiree who is at least age 62 during any calendar month during which such individual accrues 40 or more Hours of Service in Restricted Work, described below. No Early or Vested Deferred monthly retirement benefit shall be paid to any Early or Vested Deferred Retiree who is under age 62 during any calendar month during which such individual accrues any Hours of Service in Restricted Work, as described in parts (i) through (v) of this Subsection:
- (i) **Industry.** Employment in any industry in which Employees covered by this Plan were employed and were covered by this Plan as a result of such employment at the time that the payment of benefits commenced or would have commenced if the Retiree had not remained in or returned to employment;

- (ii) **Trade.** Employment in a trade or craft which is covered by the craft jurisdiction of the Collective Bargaining Agreement, such as an apprentice, journeyman, layout man, foreman, or general foreman, pursuant to which the Retiree was employed at any time under the Plan;
- (iii) **Exception.** A Retiree will be deemed to be working in the industry and trade or craft if such Retiree performs any field supervisory work on jobsites where Covered Employees normally work. Suspendible supervisory work will not include working as an estimator, project or construction manager (so long as there is no direct supervision of Covered Employees), safety engineer, or owner-manager (provided such owner is not working the tools of the trade). The foregoing notwithstanding, any Retiree who spends a majority of his time on jobsites, rather than at the Employer's offsite office, shall be deemed to be performing Restricted Work until such time as he can demonstrate to the satisfaction of the Trustees, that he is not performing such Restricted Work;
- (iv) **Area.** The geographical area covered by Collective Bargaining Agreements requiring contributions to the Plan at the time that the payment of benefits commenced or would have commenced if the Retiree had not remained in or returned to employment. For purposes of the foregoing, any Restricted Work performed outside of the State of Michigan, which is covered by one or more Collective Bargaining Agreements that permit contributions to the Fund, including but not limited to the Display Industry Agreement, various U.B.C. International Agreements and such similar regional or national agreements, will be deemed as Restricted Work hereunder; and
- (v) **Presumptions.** For purposes of the foregoing, any contributions received on behalf of a Retiree will be deemed to be as a result of Restricted Work. The burden of proving that the Retiree's employment is not Restricted Work, rests with such Retiree.

The term "hours worked" shall have the meaning described in Section 1.14 hereof. The terms "industry," "trade or craft," and "geographical area covered by the Plan" shall have meanings prescribed by IRC Section 411(a)(3)(B) and Regulations issued by the Department of Labor. The foregoing shall not apply to any Contiguous Service described in Section 2.2.

- (b) **Amount.** The amount of retirement benefit which will be permanently withheld for the calendar month in which the Retiree or Participant is employed as defined in subsection (a) hereof shall be the lesser of (1) an amount equal to the monthly benefit which would have been payable to him if he had been receiving monthly benefit under the Plan since his actual retirement date or the date which would have been his actual retirement date but for his reemployment or continued employment based upon a single life annuity commencing at the actual retirement age or (2) the actual amount paid or scheduled to be paid to him for such benefit. The amount of normal retirement benefits permanently withheld will be adjusted as necessary to comply with applicable laws. The actuarial increase required by IRC Section 401(a)(9)(C)(iii) of the Code applies even during the period that an employee is in suspendible service under Section 203(a)(3)(B) of ERISA and Section 411(a)(3)(B) of the Code.

- (c) **Resumption of Payments.** At such time as the Retiree or Participant is no longer employed as defined in subsection (a), hereof, and has notified the Trustees of that fact in accordance with subsection (f), hereof, the payment of monthly retirement benefits shall be commenced on the next regularly scheduled date for the payment of such benefits. The initial payment upon resumption shall

include the payment scheduled to occur in that calendar month and any amounts withheld from the time such reemployment or employment was terminated until the resumption of payments, less any amounts which are subject to offset in accordance with subsection (d), hereof. The Retiree will be credited with all Employer contributions accrued by him during the suspension period.

- (d) **Offset Rules.** If payment of monthly retirement benefits have been resumed in accordance with subsection (c), hereof, the Trustees shall withhold up to 25% of the amount due in each subsequent calendar month, until the Pension Fund has been repaid all payments previously made to the Retiree or Participant during those calendar months during which the Retiree or Participant was employed as defined in subsection (a), hereof.

- (e) **Notification.** The Trustees shall cause a written notice to be served on the Retiree or Participant by personal delivery or certified mail during the first calendar month in which the Trustees withhold his monthly retirement benefit. The notice shall include a copy of a form to be used by the Retiree or Participant to notify the Trustees when he has discontinued such employment or reemployment, and such notice shall contain all information required by the Department of Labor Regulations Paragraph 2530.203-3(b)(4).

- (f) **Verification and Determination of Status.**

(i) Every Retiree who has retired and is receiving early retirement benefits and every Participant who would be eligible to receive early retirement benefits but for his reemployment or continued employment who engages in any employment as described in subsection (a), hereof, shall promptly notify the Trustees of such employment or reemployment and shall provide the Trustees and their agents with all reasonable information and assistance for the purpose of verifying such employment, such as income tax and similar employment related information, as may be requested by the Fund.

(ii) Every Retiree or Participant who engages in employment as described in Subparagraph (a) hereof shall promptly notify the Trustees of such employment or reemployment and shall provide the Trustees and their agents with the aforesaid reasonable information and assistance for the purpose of verifying such employment.

(iii) It shall be a condition to the right of the Retiree or Participant to receive future monthly retirement benefit payments that the Retiree or Participant shall, at such time as may be requested by the Trustees, certify in writing that he is unemployed or provide factual information to the Trustees sufficient to establish that any employment in which he is engaged is not the type of employment defined in Subparagraph (b), above. The Trustees shall provide the Retiree or Participant with the necessary forms for such certification.

- (iv) The Trustees shall, within 60 days after receipt of a written request together with sufficient information from any Retiree or Participant, provide the Retiree or Participant with a written determination as to whether or not any contemplated employment or reemployment by the Retiree or Participant will result in a suspension of monthly retirement benefits.
 - (v) All determinations by the Trustees relating to the suspension of benefits or the determination of benefits of the character of any contemplated employment or reemployment shall be considered in accordance with the claims procedure adopted by the Trustees pursuant to Section 503 of ERISA and applicable regulations.
- (g) **Presumptions.**
- (i) If the Trustees have given written notice to the Retiree or Participant of the suspension of benefits and the Retiree or Participant has not complied with the verification requirements contained in subsection (f), hereof, the Trustees may, unless it is unreasonable to do so, act on the basis of the rebuttable presumption that the Retiree or Participant has worked more than 40 hours in the month in question.
 - (ii) If the Trustees become aware that a Retiree or Participant is reemployed as defined in subsection (a), hereof, at a construction site and the Pensioner or Participant has not complied with the verification requirements set forth in subsection (f) with regard to that employment, then the Trustees may, unless it is unreasonable under the circumstances to do so, act on the basis of a rebuttal presumption that the Retiree or Participant engaged in such employment for the same Employer in work at that site for so long before the work in question as that same Employer performed that work at that construction site.
- (h) **Waiver.** The Trustees, in their sole discretion, may waive the application of this suspension-of-benefits rule when there is sufficient employment in the industry so as to not adversely affect the funding base of the Plan and where the Retiree provides the Trustees with prior written notice of his intention to return to Restricted Work. Although such waivers shall be granted in a nondiscriminatory manner, no individual waiver shall be construed as applicable to all Retirees in the same or similar circumstances. Each Retiree's request for a waiver shall be independently evaluated by the Trustees. Benefits of Participants of tax exempt Employers will have said limitations determined in accordance with applicable provisions of the IRS Code, as amended from time to time. To allow for the prompt waiver of the suspension of benefit rule when warranted, the Chairman and Secretary are granted the authority to waive the rule on a month to month basis for a particular industry and craft jurisdiction, subject to ratification by the full board of trustees at the next regularly scheduled meeting.
- (i) **Return to Active Status.** Should a Retiree desire to return to Covered Employment before age 65 and become an Active Participant again, such Retiree must then wait no less than 12 month from the date he ceases being an Active Participant in order to retire again.

Section 3.8 Maximum Benefit Limitations. The annual benefit under all defined benefit plans maintained by the Participant's Employer before any reduction for the Spouse's benefit or any other option hereunder shall not exceed the limitations of IRC Section 415 and 416, and regulations thereunder. Effective July 1, 2007, the annual benefit to which a Participant may be entitled, in the form of a straight life annuity, shall not exceed the lesser of \$90,000 before December 31, 2001; or \$160,000 after December 31, 2001; or 100 percent of the Participant's high three year average compensation (or fewer, if the Employee does not have three consecutive years.)

If an Employee's benefit commences prior to age 65, the maximum benefit determined above shall be actuarially reduced. The limitations in effect at the time of an Employee's commencement of benefit payments shall be applied. For the purpose of this Section, "annual benefit" shall mean the benefit payable in the form of a straight life annuity with no ancillary benefits and shall exclude any benefits not directly related to retirement. Limitations on benefits of Participants employed by a tax-exempt entity, will be determined in accordance with applicable provisions of the IRS Code, as amended from time to time, and are incorporated herein by reference. Compensation shall mean wages, within the meaning of §3401(a), and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under §§6041(d), 6051(a)(3), and 6052. Compensation must be determined without regard to any rules under §3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in §3401(a)(2)). For purposes of this section the definition of compensation includes (for limitation years beginning after December 31, 1997) any elective deferral under IRC Sections 402(g)(3), 125, 457(b) and effective for plan years beginning on and after the earlier of 1) January 1, 2001 or 2) the first day of the first plan year for which these sections of the plan were operated in accordance with the Community Renewal Tax Relief Act of 2000 (CRA) amendment of IRC 415(c)(3) but in no case earlier than the first day of the first plan year beginning on or after January 1, 1998, compensation shall include elective amounts that are not includible in the gross income of the employee by reason of IRC 132(f)(4).

After December 31, 2005, for purposes of determining whether the limitations of § 415(b) have been exceeded with respect to benefits subject to § 417(e)(3), mortality and interest rates specified in § 415(b)(2)(E) will be used.

For benefits that commence after age 65, the maximum benefit is increased as follows:

- (a) If the annuity starting date is in a limitation year that begins before July 1, 2007, the annual amount of a benefit payable in the form of a straight life annuity commencing at the participant's annuity starting date that is the actuarial equivalent of the dollar limitation under IRC § 415(b)(1)(A) (as adjusted under 415(d)), with actuarial equivalence computed using whichever of the following produces the small annual amount: (1) the interest rate and mortality table or other tabular factor specified in the plan for determining actuarial equivalence for delayed retirement purposes; or (2) a 5 percent interest rate assumption and the applicable mortality table.
- (b) If the annuity starting date is in a limitation year beginning on or after July 1, 2007, the annual amount of a benefit payable in the form of a straight life annuity commencing at the participant's annuity starting date that is the actuarial equivalent of the dollar limitation under IRC § 415(b)(1)(A) (as adjusted under IRC § 415(d)), with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table and expressing the

participant's age based on completed calendar months as of the annuity starting date.

The applicable mortality table is the mortality table described in Rev. Rul. 2001-62, IRC §§ 415(b)(2)(D) and 415(b)(2)(E)(iii); Treas. Reg. § 1.415(b)-1(e); Rev. Rul. 2001-62.

Section 3.9 Multiple Plan and Combination of Plans. In any case in which an individual is a Participant, at any time, in more than one retirement plan maintained by the same Employer, the multiple plan rules imposed by the IRS Code and regulations shall apply, as in effect on such individual's retirement date. All exceptions to such multiple plan rules, such as the multi-employer aggregation provisions, shall automatically be deemed incorporated herein by reference. To the extent that such aggregation rules require the reduction of benefits due any Participant or Retiree hereunder, pursuant to IRC Sections 415 and 416, then such reductions shall be implemented by this Plan whenever permitted by law. In case of conflict between this Plan and another plan(s) reduction provisions, the Plan in which the individual was a Participant the longer shall control, to the extent permitted by law. Effective for limitation years beginning after December 31, 1999, IRC Section 415(e) is eliminated for any purposes under this Section.

Section 3.10 Minimum Amounts to be Distributed. The amount of retirement benefits to be distributed each year must be at least an amount equal to the quotient obtained by dividing the Participant's entire interest by the life expectancy of the Participant or joint and last survivor expectancy of the Participant and designated Beneficiary. Life expectancy and joint and last survivor expectancy are computed by the use of the return multiples contained in Section 1.72-9 of the Income Tax Regulations. For purposes of this computation, a Participant's life expectancy may be recalculated no more frequently than annually; however, the life expectancy of a non-Spouse Beneficiary may not be recalculated. If the Participant's Spouse is not the designated Beneficiary, the method of distribution selection must assure that at least 50% of the present value of the amount available for distribution is paid within the life expectancy of the Participant.

(a) **Minimum Amounts to be Distributed After December 31, 2002.**

(i) **General.**

- (1) **Effective Date.** The provisions of Sections 3.10(a) through 3.10(f)(iv) will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (2) **Precedence.** The requirement of this Section will take precedence over any inconsistent provisions of the Plan.
- (3) **Requirements of Treasury Regulations Incorporated.** All distributions required under this Section will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.
- (4) **TEFRA Section 242(b)(2) Elections.** Notwithstanding the other provisions of this Section, other than Section 3.10(a)(4), 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.

(b) **Time and Manner of Distribution After December 31, 2002.**

(i) **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.

(ii) **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, except as otherwise provided, distributions to the surviving spouse will 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 70 $\frac{1}{2}$, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then, except as otherwise provided, 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 3.10(b)(ii), other than Section 3.10(b)(ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Section 3.10(b)(ii) and Section 3.10(e), distributions are considered to begin on the Participant's required beginning date (or, if Section 3.10(b)(ii)(4) applies, the date distributions are required to begin to the surviving spouse under Section 3.10(b)(ii)(1)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse under Section 3.10(b)(ii)(1)), the date distributions are considered to begin is the date distributions actually commence.

(iii) **Form of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 3.10(c), 3.10(d) and 3.10(e) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations. Any part of the Participant's interest which is in the form of

an individual account described in section 414(k) of the Code will be distributed in a manner satisfying the requirements of section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(c) **Determination of Amount to be Distributed Each Year After December 31, 2002.**

(i) **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 Section 3.10(d) or 3.10(e).
- (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 beneficiary whose life was being used to determine the distribution period described in Section 3.10(d) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of section 414(p);
 - (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.

(ii) **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 3.10(b)(ii)(1) or (2)) 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.

- (iii) **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.
- (d) **Requirements For Annuity Distributions That Commence During Participant's Lifetime After December 31, 2002.**
 - (i) **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 a nonspouse 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)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payment to be made to the designated beneficiary after the expiration of the period certain.
 - (ii) **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 3.10(d)(ii), 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) of the Treasury regulations, 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.
- (e) **Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin After December 31, 2002.**

(i) **Participant Survived by Designated Beneficiary.** Except as otherwise provided, 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 3.10(b)(ii)(1) or (2), 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.

(ii) **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.

(iii) **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 3.10(e) 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 3.10(b)(ii)(1).

(f) **Definitions.**

(i) **Designated Beneficiary.** The individual who is designated as the beneficiary under Section 1.6 of the Plan is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(ii) **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 under Section 3.10(b)(ii).

(iii) **Life Expectancy.** Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(iv) **Required Beginning Date.** The date specified in Section 3.1 of the Plan.

Section 3.11 Post-Retirement Benefit Adjustments. The following voluntary benefit improvements have been adopted:

- (a) Effective May 1, 1999, each Retiree (regardless of work classification) and Surviving Spouse, who has an effective retirement date of May 1, 1999, or earlier, and has met the eligibility requirements for health insurance coverage as of July 1, 2000, from one of the following affiliated health insurance programs: MRCC Employee Benefits Fund (formerly Detroit Carpenters Health and Welfare Fund), Detroit Millmens' Health and Welfare Fund or the Millwrights Local 1102 Health and Welfare Fund, shall receive a \$100 increase in his or her monthly benefit, provided said Retiree or Surviving Spouse had continuity of coverage in said health insurance program prior to July 1, 2000. Effective January 1, 2010 the aforementioned voluntary benefit increase is eliminated, and affected Retirees and Surviving Spouses' monthly benefit will be decreased by the amount of the increase.
- (b) Effective June 1, 2001, each Retiree (regardless of work classification) and Surviving Spouse, who has an effective retirement date of June 1, 2001, or earlier, and has met the eligibility requirements for health insurance coverage as of July 1, 2001, from one of the following affiliated health insurance programs: MRCC Employee Benefits Fund, Detroit Millmens' Health and Welfare Fund or the Millwrights Local 1102 Health and Welfare Fund, shall receive a \$100 increase in his or her monthly benefit, provided said Retiree or Surviving Spouse had continuity of coverage in said health insurance program prior to July 1, 2001. Effective January 1, 2010 the aforementioned voluntary benefit increase is eliminated, and affected Retirees and Surviving Spouses' monthly benefit will be decreased by the amount of the increase.
- (c) Effective May 1, 2000, each Retiree (regardless of work classification) and Surviving Spouse, who has an effective retirement date of May 1, 2000, or earlier, and has met the eligibility requirements for health insurance coverage as of May 1, 2000, from one of the following affiliated health insurance programs: MRCC Employee Benefits Fund (formerly Detroit Carpenters Health and Welfare Fund), Detroit Millmens' Health and Welfare Fund or the Millwrights Local 1102 Health and Welfare Fund, shall receive a \$100 increase in his or her monthly benefit. Effective on January 1, 2010, the aforementioned voluntary post-retirement benefit increase is eliminated and the monthly benefit of the Retiree or Surviving Spouse will be decreased by the amount of the increase.
- (d) Retirees and spouses receiving benefits as of December 31, 1996 received increases in monthly benefits based on the retiree's years of credited service, as follows:

<u>Years of Credited Service</u>	<u>Increase in Monthly Benefit</u>
0-9	\$ 50.00
10-19	\$100.00
20-29	\$125.00
30 +	\$150.00

Effective on January 1, 2010, this voluntary post-retirement increase is

eliminated and the monthly benefit of the Retiree or Surviving Spouse will be decreased by the appropriate amount of the post-retirement increase.

Section 3.12 Compensation. Effective July 1, 2007, compensation shall mean wages, within the meaning of §3401(a), and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under §§6041(d), 6051(a)(3), and 6052. Compensation must be determined without regard to any rules under §3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in §3401(a)(2)). For purposes of the limitations of this section, "compensation" shall mean all compensation of the Participant from the Employer for the Limitation Year. The annual compensation of each participant taken into account in determining allocations for any plan year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. "Annual compensation" means compensation during the plan year or such other consecutive 12-month period over which compensation is otherwise determined under the plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. For purposes of this section the definition of compensation includes (for limitation years beginning after December 31, 1997) any elective deferral under IRC Sections 402(g)(3), 125, 457(b) and effective for plan years beginning on and after the earlier of 1) January 1, 2001 or 2) the first day of the first plan year for which these sections of the plan were operated in accordance with the Community Renewal Tax Relief Act of 2000 (CRA) amendment of IRC 415(c)(3) but in no case earlier than the first day of the first plan year beginning on or after January 1, 1998, compensation shall include elective amounts that are not includible in the gross income of the employee by reason of IRC 132(f)(4).

If paid by the later of 2 ½ months after severance from employment or the end of the limitation year that includes the date of severance from employment, the following will be considered compensation:

- (a) The payment is regular compensation for services during the employee's regular work hours, or compensation for services outside regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments that would have been paid to the employee prior to a severance from employment.
- (b) Payment for unused accrued bona fide sick, vacation, or other leave, but only if the employee would have been able to use the leave if employment had continued.
- (c) Received by an employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the employee at the same time if the employee had continued in employment with the employer, and only to the extent the payment is includible in the employee's gross income.

ARTICLE IV EARLY RETIREMENT BENEFITS

Section 4.1 Eligibility for Early Retirement. Effective August 1, 2013, the Plan will not provide unreduced early retirement benefits before the Active Participant reaches age 62. An Active Participant shall be eligible to receive early retirement benefits upon satisfying any of the

following requirements:

- (a) **Unreduced Early (Age 62).** When the Active Participant has three or more Years of Vesting or Credited Service and has reached the age of 62, but not the age of 65, he will be eligible for unreduced early retirement benefits, in an amount determined in accordance with Section 4.2. hereof.
- (b) **Reduced Early (Age 55) Retirement Benefits.**
 - (i) **Retirements On or After August 1, 2013.** For retirements on or after August 1, 2013, when the Active Participant has accrued 10 or more Years of Credited Service and has reached the age of 55, but not the age of 62, the Active Participant is entitled to a reduced early retirement benefit in an amount determined in accordance with Section 4.2 hereof.
 - (ii) **Reduced Early (Age 55) Retirement Benefits For Retirements Prior to August 1, 2013.** When the Active Participant has accrued 10 or more Years of Credited Service and has reached the age of 55, but not the age of 62, or has not met the index 80 or 85 requirements then in effect, the Active Participant is entitled to a reduced early retirement benefit in an amount determined in accordance with Section 4.2 hereof.
- (c) **Unreduced Early Retirement Benefits for Retirements Prior to August 1, 2013.** Active Participants who have met one of the following "index" options available prior to August 1, 2013, are eligible to retire prior to that date, with an unreduced early retirement benefit, determined as follows:
 - (i) **Index 80.** When the sum of the Active Participant's age at retirement and accrued Years of Credited Service (based on Hours of Service which do not include any Non-Covered Service, as defined in Section 2.2 and 2.3), totals at least 80 "points", the Active Participant will be entitled to an unreduced early retirement benefit. This provision only applies to Participants that became Active Participants before May 1, 2007, and either retired before April 30, 2010, or had accrued at least 76 points as of May 1, 2010, and retired prior to August 1, 2013.
 - (ii) **Index 85**
 - A. **First Participating Before May 1, 2007.** Effective May 1, 2010, for those who were Active Participants for the first time before May 1, 2007, when the sum of the Active Participant's age at retirement and his/her accrued Years of Credited Service (based on Hours of Service which do not include any Non-Covered Service, as defined in Section 2.2 and 2.3), totals at least 85, the Participant will be entitled to an unreduced early retirement benefit, if he retired before August 1, 2013.
 - B. **First Participating After May 1, 2007.** For those who become an Active Participant for the first time after May 1, 2007, when the sum of the Active Participant's age at retirement and his/her accrued Years of Credited Service (based on Hours of Service which do not include any Non-Covered Service, as defined in Section 2.2 and 2.3), totals at least 85, and the Participant has

reached age 55 the Participant will be entitled to an unreduced early retirement benefit if he retired before August 1, 2013.

In addition to the foregoing requirements, the Active Participant must have completely withdrawn from Covered Employment and completed all necessary forms in connection with the early retirement in order to be deemed eligible for same.

Section 4.2 Amount of Early Retirement Benefits. The amount of the early retirement benefit shall be determined in the same manner as the amount of the normal retirement benefit in Section 3.2, except that it shall be reduced to the applicable vested percentage, pursuant to Section 7.1. and by the applicable reduction factors described herein, unless the Active Participant meets the requirements for one of the unreduced early retirement benefits described in Section 4.1.

- (a) **Early Retirements Prior to September 1, 2008.** The benefit amounts of Early Retirees who retired prior to September 1, 2008, shall be determined in accordance with the Plan provisions in effect at the time of their retirement or Break in Service.
- (b) **Early Retirement On or After September 1, 2008, But Before August 1, 2013.** Effective August 1, 2013, Early Retirees who retired under an Index 80 or Index 85 provision and entered pay status on or after September 1, 2008 (including their surviving Spouses or Beneficiaries, will have their early retirement benefit amount recalculated as if the applicable reduction factors described in Subsection (c) below, had always been in effect. However, the early retirement reduction used in such recalculation shall not exceed 5%. Any Retiree, surviving Spouse or Beneficiary described in this Subsection shall begin receiving the reduced benefit described herein effective with the August 2013 payment. No repayment or recoupment related to payments received prior to August 1, 2013, shall be required or allowed. Early Retirees whose early retirement benefits were already reduced because they did not meet the applicable Index 80 or Index 85 provisions, shall not be reduced further under this section.
- (c) **Early Retirements On or After August 1, 2013.** The early retirement benefits of Active Participants who retire on or after August 1, 2013, prior to reaching age 62, but after reaching age 55, will be subject to one of the following reduction factors (but not both), depending on the eligibility criteria satisfied by such individual at the time of his retirement:
 - (i) **Index 80/85 Qualification.** Participants who retire on or after August 1, 2013 who meet either of the Index 85 requirements under Section 4.1(b)(ii), or the prior Index 80 requirements under Section 4.1(b)(i), will have their early retirement benefit reduced by 1/3 of 1% per month for each month that their age at retirement is under age 62.
 - (ii) **Not Qualified for Index 80/85.** Participants who retire on or after August 1, 2013 without having met one of the Index 85, or the prior Index 80 requirements of Section 4.1(b) at the time of their retirement, will have their early retirement benefit reduced by 5/9% per each month that their age at retirement is under age 62.
 - (iii) **Grandfather Provision.** If an Active Participant can meet the requirements of Index 80 under Section 4.1(c)(i) or one of the Index 85

requirements under Section 4.1(c)(ii), before August 1, 2015, then the amount of the reductions applicable under the provisions of this Subsection (c) shall not exceed a total of 5%.

Section 4.3 Commencement of Early Retirement Benefits. An Active Participant who applies for early retirement benefits in a form satisfactory to the Trustees shall be entitled to either:

- (a) Begin receiving benefits as of the first day of the month following receipt of his application by the Trustees based upon which he is found to have retired and to have met the eligibility requirements of this Article, or as of the first day of any month between such day and his 65th birthday, as he may elect; or
- (b) Begin receiving deferred retirement benefits to commence as of the first day of the month next following his 65th birthday or, should the Active Participant, after electing to defer the commencement of receipt of retirement benefits, have returned to work and be working on his 65th birthday, the date he re-applies for commencement of his benefits, whichever is later.

If an Active Participant eligible to receive early retirement benefits elects not to have payment commence as of the earliest date permitted under this Article, the Active Participant must file a written request with the Trustees stating the date he wishes to have benefits commence, which date must be later than the date the request is filed.

Section 4.4 Form. Early retirement benefits shall be payable monthly, in the same forms as normal retirement benefits, as described in Section 3.4, subject to the same notice and waiver requirements.

Section 4.5 Suspension of Benefits. Notwithstanding any other provision of this Plan, the payment of monthly retirement benefits to an Early Retiree under age 62 who would otherwise be eligible to receive such retirement benefits shall be suspended, in accordance with the provisions of Section 3.7, if the Early Retiree returns to or continues in Restricted Work as described therein, following such retirement. No monthly retirement benefit shall be paid to any such Early Retiree during any calendar month during which such individual accrues any Hours of Service in Restricted Work. Once such Early Retiree reaches the age of 62, the provisions of the Normal Retirement suspension of benefits (Section 3.7) shall apply.

Section 4.6 Reemployment. If an early Retiree is credited with Hours of Service as a result of work performed after his retirement, he shall receive an increased monthly benefit based upon those additional contributions resulting from such Hours of Service, effective the following May 1. Monthly benefits shall be increased effective each May 1 thereafter based upon the contributions, if any, with which he was credited during the immediately preceding calendar year. Each such increase in monthly benefits payable shall be calculated in the same benefit form in which the Retiree's monthly benefit is being paid, using the benefit rate in effect on the May 1 as of which each increase is effective.

ARTICLE V DISABILITY BENEFITS

Section 5.1 Eligibility. The disability benefit eligibility requirements of this Section shall be applicable on the earlier of: (i) August 1, 2013, unless the application of such effective date is invalidated by a court or governmental agency with competent jurisdiction; or (ii) on December 1, 2014. A totally and permanently disabled Active Participant is one who is found by the

Trustees, on the basis of medical evidence satisfactory to them, to have a physical or mental condition that is likely to be permanent and continuous during the remainder of his or her life, and which has rendered the Active Participant totally unable to perform any gainful employment for remuneration (other than any work the Trustees find to be rehabilitative in nature). For purposes of the foregoing, the receipt of any nominal remuneration permitted by the Social Security Administration for individuals receiving disability benefits therefrom, will also be permitted hereunder and will not result in the termination of disability benefits, provided same does not otherwise violate the 40 hour per month provision of the suspension of benefit rules of Section 3.7. Proof of entitlement to Social Security benefits shall be sufficient proof of total and permanent disability hereunder. A totally and permanently disabled Active Participant who applies for disability benefits in a form satisfactory to the Trustees shall be entitled to begin receiving benefits as of the first day of the first month following receipt of his application by the Trustees or, if earlier, his Social Security disability entitlement date, provided all of the conditions of Subsections (a) through (d) hereof are met. The disability benefit shall not be deemed an Accrued Benefit, subject to the Plan's vesting provisions, or in any way be deemed a pension benefit, but rather treated at all times as a welfare benefit that converts to a pension benefit in accordance with Section 5.2(a)(iv) or 5.2(c) hereof.:

- (a) **Service.** That the Active Participant shall have accrued the necessary Years of Credited Service in order to be eligible for regular disability benefits described in Section 5.2(a) and (b), or if such Active Participant has accrued less than five Years of Credited Service, he shall only be eligible for the lump-sum disability benefits described in Section 5.2(b) hereunder; and
- (b) **Age.** That the Active Participant shall not have reached his 62nd birthday, except as herein provided; and
- (c) **Cause.** That the Active Participant's disability is not the result of an intentionally self-inflicted injury, or a felonious enterprise in which the Active Participant engaged, or of an event or occurrence which entitles the Active Participant to receive Worker's Compensation benefits as a result of non-Covered Employment; and
- (d) **Social Security Disability Award.** An Active Participant who enters disability benefit pay status on or after September 1, 2008, must obtain a Social Security Disability award in order to be eligible for disability benefits hereunder. Previously, Active Participants who commenced receiving their disability benefits on or after September 1, 2008, were allowed until July 31, 2014, to obtain a Social Security Disability award, which "grandfathered window" provision is hereby eliminated, provided the December 1, 2014, effective date is utilized for this Section.

Section 5.2 Amount of Disability Benefits. The disability benefit calculation provisions of this Section shall be applicable on the earlier of: (i) August 1, 2013, unless the application of such effective date is invalidated by a court or governmental agency with competent jurisdiction; or (ii) on December 1, 2014. The monthly disability benefit payable under this Plan shall be the amount determined in accordance with the following provisions:

- (a) **Regular Disability Benefits.** The amount of the regular disability benefit shall depend on the number of Years of Credited Service accrued by the eligible Active Participant prior to the date of the disability, in accordance with the following:
 - (i) **Seven or More Years of Credited Service.** For an Active Participant

with seven or more Years of Credited Service, the amount of the monthly disability benefit shall be the greater of \$260 or 75% of his Accrued Benefit on the date of his becoming eligible for the disability benefit;

- (ii) **Five or More Years But Less Than Seven Years of Credited Service.** For an Active Participant with five or more, but fewer than seven, Years of Credited Service, the amount of the monthly disability benefit shall be calculated by multiplying the greater of \$260 or 75% of his Accrued Benefit by the applicable percentage of such benefit in which he is vested, in accordance with Section 7.1.
- (iii) **Less Than Five Years of Credited Service.** Active Participants with less than five Years of Credited Service shall only be eligible for the lump sum disability benefit described in Section 5.2 (b), when payable.
- (iv) **Cap on Disability Benefits.** The following cap on disability benefits shall be applicable to all disability benefits paid on or after the earlier of: (i) August 1, 2013, unless the application of such effective date is invalidated by a court or governmental agency with competent jurisdiction; or (ii) on December 1, 2014. Notwithstanding the foregoing, benefits for disabled Participants who entered pay status on or after September 1, 2008 will be capped, according to the following schedule:

Credit Years	Cap on Monthly Benefit
5-9	\$525
10-15	\$625
16-19	\$725
20-24	\$1,050
25+	\$1,350

Disability benefits shall be convertible to either reduced or unreduced Early Retirement benefits (whichever are applicable), upon the eligible Participant's reaching the appropriate age, but not later than age 62. The appropriate Early Retirement rules will be applied to such Participant based on the date of such conversion and not as of the Disability Date.

- (b) **Lump-Sum Disability Benefits.** An Active Participant who has accrued less than five Years of Credited Service but who would otherwise be eligible to receive a disability benefit pursuant to Section 5.1 shall, upon application in a form satisfactory to the Trustees, be entitled to receive, when permitted by law, a lump sum disability benefit equal to the greater of:
- (i) The Actuarial Equivalent of the eligible Participant's vested Accrued Benefit, based on his age and vesting status at the time of the commencement of his disability; or
- (ii) 100% of the aggregate Employer contributions received on such Participant's behalf prior to the date of disability, multiplied by the percentage of such benefits in which the eligible Participant is vested, but not to exceed \$1,000.00.
- (c) **Conversion Amount.** When an Active Participant receiving a monthly disability benefit hereunder reaches age 62 (up to age 65 if receiving workers compensation benefits), his benefit amount shall be converted to an early or

normal retirement benefit, equal to the greater of:

- (i) the disability benefit payable to him in the month prior to the conversion; or
- (ii) his Accrued Benefit calculated in the single life annuity form, subject to any actuarial and vesting adjustments, imposed by the Plan.

If the lump sum disability benefit payable under this Subsection is greater than \$5,000, benefits shall not be paid unless the Spouse of the Active Participant consents, in accordance with Section 3.5(b).

- (d) Applicable only to Plan Years beginning after August 5, 1997 and subject to the date the Plan first complied, or will comply with this provision in operation, if the amount of the Participant's lump sum disability benefit is less than \$5,000.00, on the date of his/her eligibility for distributions hereof, his/her entire benefit may be distributed, in a lump sum (when payable) or any other form provided herein, without a Qualified Election. The "lookback rule" formerly described in IRC Reg. 1.411(a)-11(c)(3) applies under the plan until October 17, 2000, when it is eliminated. If the present value of the non-forfeitable accrued benefit determined at the time of a distribution to a Participant exceeds \$3,500 (\$5,000 on or after August 6, 1997), then the present value at any subsequent time is deemed to exceed \$3,500 (\$5,000 on or after August 6, 1997).

Section 5.3 Evidence. The Trustees may require any Active Participant who has made application for or is receiving disability benefits to be examined by a physician or a clinic chosen by the Trustees, or to submit such evidence of continuing disability as the Trustees may request.

Section 5.4 Termination. Disability benefits shall be automatically terminated:

- (a) If the Active Participant engages in employment in the construction industry, including any employment in a field supervisory capacity if such work is performed on the jobsite, where Covered Employees normally work. Supervisory work performed at the Employer's home office (including estimating work not performed on the jobsite) will not be considered suspendible employment hereunder. Additionally, any employment that requires any work with the tools of that industry (except for rehabilitation work as determined by the Trustees), which is inconsistent with the finding of total and permanent disability; or
- (b) If the Trustees determine on the basis of medical findings that the Active Participant is able to pursue employment in the construction industry, other than supervisory work that does not require any work with the tools of that industry, or
- (c) If the Active Participant refuses or fails to undergo a medical examination or to submit evidence of continuing disability when requested by the Trustees; or
- (d) If the Active Participant, having become employed in an effort at rehabilitation as allowed under paragraph (b) hereof, fails to provide satisfactory evidence of sources and amounts of income when requested by the Trustees.

Any Active Participant who, having received disability benefits while gainfully employed in the construction industry, other than supervisory work that does not require any work with the tools

of that industry and excluding rehabilitation as determined by the Trustees, shall be held to have been ineligible for any benefits received in that year and to be obligated to repay to the Fund a sum equal to the disability benefits paid during said year. Except in cases of fraud or intentional concealment of a material fact by the Active Participant, the Fund shall recover monies due it as a result of such an occurrence only from benefits which subsequently become payable under this Pension Plan to the Active Participant, or a Beneficiary claiming through him or her.

Section 5.5 Duration of Disability Benefits. Unless terminated for a reason set out in Section 5.4, the disability benefit shall be payable during continued disability until the Active Participant has reached his 62nd birthday, at which time he shall begin receiving a pension benefit in the form elected by him, subject to the conditions and restrictions set out in this Plan. However, after an Active Participant receiving a disability benefit meets the applicable eligibility requirements for an early retirement, he may elect to begin receiving early retirement benefits in the form elected by him, subject to the conditions and restrictions set out in this Plan at the time of conversion. A disabled Active Participant receiving workers compensation benefits may elect to defer the conversion to an early or normal retirement benefit up to age 65. The amount of the monthly normal or early retirement benefit at such conversion payable shall not be less than the monthly disability benefit payable to him for the prior month, subject to the actuarial adjustments as set out in this Plan, if not paid in the single life benefit form. No further disability benefit shall be payable on or after the date as of which normal or early retirement benefits commence.

Section 5.6 Coordination with Workers' Compensation Benefits. Disability benefits received under this Plan, which are funded by contributions allocated for that purpose by the Employee, shall not be coordinated pursuant to Michigan Compiled Laws Annotated (MCLA) Section 418.354, as amended, if that provision is found to be applicable to this Plan, with any benefits derived from any Employer-sponsored Workers' Disability Compensation plan, to which the totally and permanently disabled Participant may be entitled.

ARTICLE VI DEATH BENEFITS

Section 6.1 Surviving Spouse and Death Benefits. A death benefit will be paid as herein provided, upon the death of an Active or Inactive Participant or a Retiree after the completion of the appropriate application in a form satisfactory to the Trustees, accompanied by proper proof of death.

Section 6.2 Amount of Active Participant's Death Benefit. The amount and form of payment of death benefit due a Beneficiary of a non-retired Active Participant, shall be determined by the marital status of the Active Participant and the number of Years of Service accrued prior to the date of death, in accordance with the following:

- (a) **Single Active Participant.** The Beneficiary of an unmarried, non-retired Active Participant, regardless of whether he was yet eligible for any retirement benefits at the time of death, shall receive a lump sum death benefit equal to the amount determined, as follows:
 - (i) **Vested Active Participant.** The lump-sum death benefit amount due a Beneficiary of a Participant that was at least partially vested in his Accrued Benefit shall be the greater of (A) the Actuarial Equivalent of his Accrued Benefit in which he was vested prior to the date of the death; or (B) 100% of the aggregate Employer contributions received on such Participant's behalf, adjusted for the Participant's vested status, for deaths occurring before August 1, 2013.

- (ii) **Non-Vested Active Participant.** The lump-sum death benefit amount due a Beneficiary of a Participant that was not vested in any part of his Accrued Benefit shall be 100% of the aggregate Employer contributions received on such Participant's behalf, not to exceed \$1,000.00, for deaths occurring before August 1, 2013.
 - (iii) **Termination of death benefit.** The foregoing notwithstanding, effective August 1, 2013, no death benefits of any kind will be payable to unmarried Active Participants who die prior to retirement or upon expiration of any annuity retirement benefit chosen by such Participant. However, the beneficiary of any unmarried Active Participant that has not retired and died on or after September 1, 2008, but before September 1, 2013, will have any pending lump sum benefits paid only after the Pension Fund is no longer in "critical status" under applicable laws.
- (b) **Married Active Participant Prior to Retirement.** Upon the death of a married, non-retired Active Participant who was not eligible for any retirement benefits at the time of his death, his Spouse shall be eligible for the following death benefits:
- (i) **Vested Participant.** If the Participant was vested in any part of his Accrued Benefit, and died before August 1, 2013, his Spouse shall be eligible to elect either (A) a lump sum death benefit calculated in accordance with Section 6.2(a)(i)(B), or (B) a pre-retirement survivor annuity equal to 100% of the benefit the Participant would have received if he had survived to his earliest retirement age and retired with 100% joint and survivor annuity. Effective for deaths occurring on or after August 1, 2013, the pre-retirement survivor annuity shall be equal to 50% of the benefit the Participant would have received if he had survived to his earliest retirement age and retired with 50% joint and survivor annuity. For the purpose of determining the appropriate early retirement reduction in the calculation of the pre-retirement survivor annuity, a Participant who was an Active Participant at the time of his death shall be treated as an Active Participant at his earliest retirement age and a Participant who was an Inactive Participant at the time of his death shall be treated as an Inactive Participant at his earliest retirement age. Effective for deaths occurring on or after August 1, 2013, no additional pre-retirement death benefits will be payable hereunder. The pre-retirement or post retirement survivor annuity shall be the sole benefit provided by the Fund. If the Spouse dies before receiving the pre-retirement survivor annuity, then her beneficiary will receive 100% of the aggregate Employer contributions received on such Participant's behalf, adjusted for the Participant's vested status and subject to any lump sum payment restrictions.
 - (ii) **Non-Vested Participant.** If the Participant was not vested in any part of his Accrued Benefit, and dies before August 1, 2013, his Spouse shall be eligible for a lump sum death benefit calculated in accordance with Section 6.2(a)(ii). Effective August 1, 2013, no lump sum death benefits of any kind will be payable to a beneficiary of such Participant who dies prior to retirement. The foregoing notwithstanding, the beneficiary of any married, non-retired, non-vested Participant that died on or after September 1, 2008, but before September 1, 2013, will have any pending

lump sum benefits paid only after the Pension Fund is no longer in "critical status" under applicable laws.

- (c) **Married Non-Retired Participants After Eligibility for Retirement.** The Spouse of a married non-retired Participant who was eligible for any retirement benefits at the time of his death, shall be eligible to receive a pre-retirement survivor annuity equal to 100% of the benefit the Participant would have received if he had retired with 100% joint and survivor annuity on the day before his death. Effective for deaths occurring on or after August 1, 2013, the pre-retirement survivor annuity shall be equal to 50% of the benefit the Participant would have received if he had retired with 50% joint and survivor annuity on the day before his death. For the purpose of determining the appropriate early retirement reduction in the calculation of the pre-retirement survivor annuity, a Participant who was an Active Participant at the time of his death shall be treated as an Active Participant and a Participant who was an Inactive Participant at the time of his death shall be treated as an Inactive Participant.

Section 6.3 Amount of Inactive or Terminated Participant's Death Benefit. Except as provided in Section 2.5 (a)(ii), no death benefits are payable to a Beneficiary of a deceased Inactive or Terminated Participant who is not at least partially vested. The Spouse or other Beneficiary of an Inactive Participant who is partially or fully vested prior to his death shall be eligible to receive the same death benefits as a Beneficiary of a deceased Vested Deferred Participant described in Section 6.4.

Section 6.4 Amount of Vested Deferred Participant's Death Benefit. The Spouse or other Beneficiary of a deceased Vested Deferred Participant shall be eligible for the same death benefits as a Beneficiary of an Active Participant, described in Section 6.2, depending on the Vested Deferred Participant's marital status on the date of his death, and the benefit rate(s) applicable to such Participant, which amount is then reduced to take into account the percentage of such benefit in which the Vested Deferred Participant was vested at the time of his death.

Section 6.5 Amount of Retiree's Death Benefit. The amount of the death benefit payable to a Spouse or other Beneficiary of a Retiree shall be determined by the form of retirement benefit selected by such Retiree, in accordance with the following:

- (a) **Single Life Benefit.** The Beneficiary of a Retiree who was receiving a single life retirement benefit shall be eligible to receive a lump sum death benefit if any, determined by subtracting the total of all single life retirement benefits paid during the Retiree's lifetime from the lump sum death benefit that would have been paid at the time of the Retiree's death if he was not married and not yet eligible for retirement benefits, as determined in accordance with Section 6.2(a). Effective for deaths occurring on or after August 1, 2013, no death benefit will be payable following the termination of such single life benefit annuity.
- (b) **Joint and Survivor Annuity Benefit.**
- (i) The Spouse or other Beneficiary of a Retiree who was receiving a 50%, 75%, 100% or a life-ten year certain survivor annuity benefit, shall receive the remainder of such annuity, as provided in Section 3.4.
 - (ii) Prior to August 1, 2013, if the amount of the 50%, 75% or 100% survivor annuity benefits paid to both the Participant and the Spouse, at the time

of her death does not exceed the amount of the lump sum death benefit, determined in accordance with Section 6.2(b), then the difference will be paid in lump sum to the Spouse's estate. In the case of the life-ten year certain survivor benefit, the Actuarial Equivalent of the remainder will be paid in lump sum to the estate of the Beneficiary. If the designated Beneficiary does not survive the Participant, such survivor benefit will be paid to the Participant's estate. Effective for deaths occurring on or after August 1, 2013, no death benefit will be payable following the termination of the appropriate joint and survivor benefit annuity.

- (c) **Method of Distribution.** If the Participant dies before distributions commence:
- (i) any remaining portion of the Participant's interest that is not payable to a beneficiary designated by the Participant will be distributed within five years after the Participant's death; and
 - (ii) any portion of the Participant's interest that is payable to a beneficiary designated by the Participant will be distributed either
 - (1) within five years after the Participant's death, or
 - (2) over the life of the beneficiary or over a period certain not extending beyond the life expectancy of the beneficiary, commencing not later than the end of the calendar year following the calendar year in which the participant died (or, if the designated beneficiary is the participant's surviving spouse, commencing not later than the end of the calendar year following the calendar year in which the Participant would have attained age 70 1/2).

Section 6.6 Pre-retirement Survivor Annuity Notice. In the case of a qualified pre-retirement survivor annuity, the Trustees shall, to the extent required by law, provide each Participant no later than the period beginning on the first day of the Plan Year in which the Participant attains age 32 and ending with the period ending on the close of the Plan Year preceding the Plan Year in which the Participant attains age 35, or the close of the second Plan Year following the Participant's Entry Date, whichever is later, a written explanation of the pre-retirement survivor annuity which meets the requirements for joint and survivor annuities, set forth in Section 3.5(d). Waivers of pre-retirement survivor annuity shall comply with the Qualified Waiver of joint and survivor annuity requirements set forth in Section 3.5(b).

Section 6.7 Internment Benefit. Any lump sum death benefits payable to a non-Spouse Beneficiary of a deceased Participant or Retiree under this Article shall be subject to the following internment benefit provisions:

- (a) **Claim for Internment Costs.** Any person (including any organization) who has paid or incurred the expense of internment of the deceased eligible Participant or Retiree, shall receive the lesser of:
- (i) The lump sum death benefit payable under this Article; or
 - (ii) the actual expenses of internment, not to exceed \$1,000.00.
- (b) **Balance of Benefit.** The balance of the benefit due, if any, of the lump sum

death benefit payable hereunder, shall be paid to the deceased Participant's or Retiree's Beneficiary.

Section 6.8 Absence of Beneficiary. In the event an eligible Participant or a Retiree dies and the Trustees find that no person or persons qualify as Beneficiary pursuant to the terms of this Plan, then no death benefit shall be payable to anyone, with any benefits that would have been due reverting back to the Pension Fund.

Section 6.9. Payment. All benefit distributions hereunder shall be made in accordance with IRC Section 401(a)(9) and IRS Reg. 1.401(a)(9) – (2), including the incidental death benefit provisions of IRS Reg. 1.401 (a)(9)(G), which are incorporated herein by reference.

ARTICLE VII VESTED DEFERRED BENEFITS

Section 7.1 Vesting. Any Participant who becomes inactive prior to reaching his Normal Retirement Age, shall be vested in his Accrued Benefit, based on the benefit rates in effect at the time such Participant becomes inactive, in accordance with the following vesting provisions:

Years of Vesting Service	Percent Vested
1	0%
2	0%
3	20%
4	40%
5	60%
6	80%
7	100%

Any Participant that satisfies the applicable age requirements for a normal retirement benefit shall automatically become 100% vested in his Accrued Benefit, regardless of the number of Years of Vesting Service then accrued.

Section 7.2 Amount of Vested Deferred Benefit. A partially or fully vested Inactive or Vested Deferred Participant who is no longer accruing Hours of Service and who applies in a form satisfactory to the Trustees for vested deferred benefits shall be eligible to receive either a lump sum (when permitted) or a regular vested deferred retirement benefit, depending on the amount of his vested Accrued Benefit, determined as follows:

- (a) **Accrued Benefit Less Than \$5,000.** If the lump sum Actuarial Equivalent of the Accrued Benefit in which the Inactive or Vested Deferred Participant is vested is less than \$5,000, such benefit shall be paid in a lump sum when permitted. Receipt and acceptance of such a lump sum payment by an Inactive or Vested Deferred Participant shall terminate his participation in the Plan. Such lump sum benefits will become payable on the first day of the Plan Year following the Plan Year in which the eligible Participant became an Inactive Participant. Applicable only to Plan Years beginning after August 5, 1997 and subject to the date the Plan first complied, or will comply with this provision in operation, if the fair-

market value of the Participant's lump sum disability benefit is less than \$5,000.00, on the date of his/her eligibility for distributions hereof, his/her entire benefit may be distributed, in a lump sum or any other form provided herein, without a Qualified Election. The "lookback rule" formerly described in IRC Reg. 1.411(a)-11(c)(3) applies under the plan until October 17, 2000, when it is eliminated. If the present value of the non-forfeitable accrued benefit determined at the time of a distribution to a Participant exceeds \$3,500 (\$5,000 on or after August 6, 1997), then the present value at any subsequent time is deemed to exceed \$3,500 (\$5,000 on or after August 6, 1997).

- (b) **Accrued Benefit of \$5,000 or More.** If the lump sum Actuarial Equivalent of the Accrued Benefit in which the Inactive or Deferred Vested Participant is vested is \$5,000 or more, he shall be entitled to the following retirement benefits:

- (i) **Normal Retirement.** To receive a normal monthly retirement benefit to begin as of the first day of the month following the eligible Participant's 65th birthday, which benefit shall be governed by the provisions applicable to normal retirement benefits, set out in Article III, with the amount of the Accrued Benefit determined on the basis of benefit rate(s) applicable to such Participant at the time of becoming inactive, reduced as necessary to take into account the portion of such benefit in which the eligible Participant is vested; or
- (ii) **Early Retirement Prior to September 1, 2008.** The benefit amounts of Vested Deferred Participants who retired early prior to September 1, 2008, shall be determined in accordance with the Plan provisions in effect at the time of their retirement or Break in Service.
- (iii) **Early Retirement On or After September 1, 2008, But Before August 1, 2013.** Effective August 1, 2013, a Vested Deferred Participant (including surviving Spouses or Beneficiaries of Vested Deferred Participants) who entered pay status on or after September 1, 2008, but before August 1, 2013, and had not attained age 65 at his benefit commencement date, who had not cured his Break in Service by accruing at least 435 Hours of Service in the two Plan Years immediately prior to retiring, shall have his benefit recalculated. Such benefit shall be recalculated as if the early retirement benefit payable at benefit commencement had been equal to the Normal Retirement Benefit reduced at the rate of 5/9% per month for each month that the age of such individual at retirement is under age 65. Any retired Deferred Vested Participant, surviving Spouse or Beneficiary described in this paragraph shall begin receiving the reduced benefit described herein effective with the August 2013 payment provided, however, such reduced payment shall not be less than 95% of the amount that would have been payable absent the recalculation described herein. No repayment or recoupment related to payments received prior to August 1, 2013, shall be required or allowed.
- (iv) **Early Retirement On or After August 1, 2013.** To receive an early monthly retirement benefit on or after the eligible Vested Deferred Participant reached his 55th birthday, but before his 65th birthday, which benefit shall be governed by the provisions governing early retirement benefits set out in Article IV, with the amount of the Accrued Benefit

proportionally reduced to take into account the portion of such benefit determined on the basis of benefit rate(s) applicable to such Vested Deferred Participant, in which the eligible Vested Deferred Participant is vested, provided that this option shall only be available to an Inactive or Vested Deferred Participant who has accumulated ten Years of Credited Service. The early retirement benefit of a Vested Deferred Participant who retires prior to age 65 (but after age 55) and has not cured his Break in Service by accruing at least 435 Hours of Service in the two Plan Years immediately prior to retiring, will be reduced at the rate of 5/9% per month for each month that the age of such individual at retirement is under age 65.

Section 7.3 Benefit Rates. The amount of the Vested Deferred Benefits payable hereunder shall be equal to the vested portion of the Inactive or Vested Deferred Participant's Accrued Benefit, calculated in the same manner as the normal or early retirement benefit described in Articles III and IV, using the rates in effect on the date the Inactive or Vested Deferred Participant became an Inactive Participant.

Section 7.4 Form of Payment. Vested deferred benefits shall be payable monthly, in the same forms as normal retirement benefits, as described in Section 3.4.

Section 7.5 Suspension of Vested Deferred Retirement Benefits. Notwithstanding any other provision of this Plan, the payment of monthly retirement benefits to a Vested Deferred Retiree who would otherwise be eligible to receive such retirement benefits, shall be suspended in accordance with the provisions of Section 3.7, if the Vested Deferred Retiree returns to or continues in Restricted Work, after such retirement. No monthly retirement benefit shall be paid to any such Vested Deferred Retiree during any calendar month during which such individual accrues any Hours of Service in Restricted Work. Once such Vested Deferred Retiree reaches the age of 65, the provisions of the Normal Retirement suspension of benefits (Section 3.7) shall apply.

ARTICLE VIII ADMINISTRATION

Section 8.1 Trustees. The Plan shall be administered solely by the Trustees and employees or agents of the Trustees, acting for them as authorized. The Trustees, or those acting on their behalf, shall have the fullest possible discretionary authority in all aspects of the administration of the Pension Trust Fund, as more particularly described in Section 8.13 hereof and the Trust Agreement. The decisions of the Trustees in all matters pertaining to the administration of the Plan shall be final. The Trustees shall make such rules and prescribe such procedures for the administration of the Plan as they shall deem necessary and reasonable, which shall be deemed as an exercise of the aforesaid discretionary authority.

Section 8.2 Limitation of Rights. No Employee, Participant, Retiree, Surviving Spouse, Beneficiary, alternate payee or any other person claiming by or through any such person shall have any right, interest or title to any benefits under the Trust Agreement, the Plan, or the Fund, except as such right, interest or title shall have been specifically granted pursuant to the terms of the Plan.

Section 8.3 Records. The Trustees shall have the right to require, as a condition precedent to the payment of any benefit under the Plan, all information which they reasonably deem necessary, including records of employment, proof of dates of birth and death, marital status, etc., and no benefit dependent in any way upon such information shall be payable unless and

until such information so required shall be furnished. Such evidence shall be furnished by the Union, Employers, Employees, Participants, Retirees, Surviving Spouses, Beneficiaries and alternate payees as applicable.

Section 8.4 Right to Rely. The Trustees shall, in the absence of contrary evidence presented to them, have the right in administering the Plan to rely upon information provided to them by the Union, Employer Associations, Employers, Employees, Participants, Retirees, Surviving Spouses, Beneficiaries, and/or alternate payees. Neither they nor the Fund shall be held liable for good faith reliance thereon.

Section 8.5 Competence. In the event that the Trustees determine that any Participant, Retiree, Surviving Spouses, Beneficiary or alternate payee is mentally or physically unable to give a valid receipt for any benefit due him under the Plan, such payment may, unless claim shall have been made therefore by a legally appointed guardian, committee or other legal representative, be paid to any person or institution then in the judgment of the Trustees providing for the care and maintenance of such individual. Any such payment shall be a payment for the account of the Participant, Retiree, Surviving Spouse, Beneficiary or alternate payee, and shall be a complete discharge of any liability of the Plan or the Trustees to such Participant, Retiree, Surviving Spouse or Beneficiary.

Section 8.6 Small Benefit Payments. The Trustees may make arrangement for the payment of small monthly retirement benefits in less frequent payments than for larger amounts.

Section 8.7 Employer Contributions. No Employer shall have any right, title or interest in the contributions made to the Pension Fund and no part of the Pension Fund shall revert to any Employer. Employer contributions automatically become Plan assets at the time they are due and owing to the Fund. Title to all Employer contributions paid into and/or due and owing to the Fund shall be vested in and remain exclusively in the Board of Trustees of the Fund. The Trustees may enforce payment of contributions in any manner including, without limitations, suit for collection in any court of competent jurisdiction.

Section 8.8 Employee Contributions. Contributions by an Employee shall not be permitted under the Plan. Sole proprietors and partners of entities that contribute to the Fund shall not be deemed Employees for purposes of this Section, when their Employer makes contributions to the Fund.

Section 8.9 Reciprocity. The Trustees may enter into reciprocal agreements such as "pro-rata" or "money follows the man" with Trustees of other pension funds for the exchange of credit and/or contributions for the protection of Employees who may periodically work in other areas and the protection of Employees from other areas who may periodically work within the area covered by this Fund. This Fund automatically reciprocates contributions with the Michigan Carpenters Pension Fund. Such reciprocity contributions will be governed by applicable reciprocity agreements and rules and regulations developed by the Trustees, including whether all or part of such contributions will be treated as credited hereunder. Pro-rata reciprocity cannot be used for index 80 or "index 85" purposes under this Plan. Decisions of the Trustees as to the adoption or implementation of any reciprocal agreement shall be final.

Section 8.10 Source of Payments. All retirement and death benefits under the Plan shall be payable under either a group annuity contract entered into by the Trustees with an insurance company or through Employees or agents of the Trustees, acting under their authority. Anything in the Plan to the contrary notwithstanding, no benefits shall be payable except those which can be provided under the Plan and no person shall have any claim for benefits against the Union, any Employer, the Associations or the Trustees.

Section 8.11 Anti-alienation. No benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. Neither any retirement benefit nor the Pension Plan shall, in any manner, be liable for or subject to the debts or liability of any person entitled to any retirement benefits. The foregoing to the contrary notwithstanding, any valid order of a court which the Trustees determine is a qualified domestic relations order under applicable federal law shall act to divert any benefit payable to the Active or Inactive Participant named in the order to the alternate payee named in the order to the extent stated in such order and allowed by federal law. To the extent permitted by law, such benefits may be assigned by the Participant to the Fund, or its designee, in case of any bonafide loan program.

Section 8.12 Rollovers. Benefits payable as a lump sum to a Participant, Retiree or a Surviving Spouse or an alternate payee designated by a qualified domestic relations order are, pursuant to Section 401(a)(31) of the IRC, eligible for rollover distributions. At the option of each such recipient, all or a portion of the lump sum benefit may be paid as a direct rollover subject to the following:

- (a) The benefit is \$200 or more;
- (b) If only a portion of the benefit is to be rolled over, that portion is not less than \$200;
- (c) The benefit, if payable to a Participant or a former Spouse designated as an alternate payee by a qualified domestic relations order is rolled over to a qualified employer plan which accepts rollovers or to an individual retirement account or annuity (IRA);
- (d) The benefit, if payable to a Surviving Spouse, including a former spouse designated as a Surviving Spouse by a qualified domestic relations order, is rolled over to an individual retirement account or annuity (IRA);
- (e) **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 trust described in section 401(a) of the Code, or, on or after January 1, 2008, a Roth IRA described in Section 408A of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. For distributions made after December 31, 2001, "an eligible retirement plan" shall also mean 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. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code.
- (f) **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). For distributions made after December 31, 2001, a portion of a distribution shall not fail to be an "eligible rollover distribution" merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

Effective for the calendar year beginning January 1, 1999, an eligible rollover distribution described in IRC Section 402(c)(4), which a Participant can elect to rollover to another plan under IRC Section 401(a)(31); excludes any hardship distribution described in Section 401(k)(2)(B)(i)(IV).

- (g) The election to have the benefit rolled over is made in writing on a form prescribed and furnished by the Trustees and in accordance with procedures adopted by the Trustees.
- (h) Notwithstanding any other provision in this Article, a distributee may also make a direct rollover of a distribution to a nonspouse beneficiary who is a designated beneficiary within the meaning of IRC § 401(a)(9)(E), provided that the distributed amount satisfies all the requirements to be an eligible rollover distribution other than the requirement that the distribution be made to the Participant or the Participant's spouse. Such a direct rollover must be made to an IRA established on behalf of the designated beneficiary that will be treated as an inherited IRA pursuant to the provisions of IRC § 402(c)(11).

That portion of a lump sum benefit required under the minimum distribution rule of Section 401(a)(9) of the IRC is not an eligible rollover distribution.

Section 8.13 Discretionary Authority. The Trustees shall have the fullest possible discretionary authority to administer all aspects of the Pension Fund's operations, including but not limited to the exclusive right and discretion to interpret all terms and provisions of the Fund's governing documents, which include, but are not limited to this Pension Plan, Trust Agreement, Summary Plan Description, Summary of Material Modifications, Funding Improvement Plan, Rehabilitation Plan, All Reasonable Measures Plan, or any document, instrument, or record used in the administration of the Fund, as well as any amendments or modifications thereof and apply same as they deem appropriate. The Trustees' original intent is and continues to be that the exercise of such discretionary authority and all Trustee determinations made pursuant thereto, whether prospectively or retroactively, shall be entitled to the highest possible

deference allowed by law, in case of review by any court or governmental authority of competent jurisdiction. Without limiting the foregoing, it is the explicit intent of the Trustees that their decisions shall not be subject to *de novo* review, but shall instead be construed under the arbitrary and capricious standard, or any higher standard permitted by applicable law. The foregoing clarification of the Trustees' powers shall not be interpreted as a limitation on those powers as they existed prior to this restatement or hereafter may be exercised, but as a clarification of same and expression of the Trustees' original intent regarding such powers and applied retroactively, to the fullest extent possible. Trustee determination shall be final and binding on all concerned parties.

Section 8.14 Participant Benefit Statements. Participants will be provided with a statement of benefits at least once each calendar year, or at such other intervals as may be required by ERISA § 105(a).

Section 8.15 Employer Securities. This Plan does not permit investment in any employer securities as defined in ERISA § 407(d)(1) and IRS Notice 2006-107, for purposes of IRC § 401(a)(35). Pursuant to said provisions, employer securities do not include securities held in mutual funds.

ARTICLE IX APPEALS

Section 9.1 Claim of Review.

(a) **Pension Claims.**

If a claim for benefits (other than a claim for disability benefits) is wholly or partially denied, written notice of a decision will be furnished to the claimant within 90 days of the receipt of the claim by the Trustees, unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the end of the initial 90-day period. In no event shall any extension exceed 180 days of receipt of the claim by the Trustees.

(b) **Disability Claims.**

For purposes of the claims and appeals provisions related to disability benefits set forth in Article V, a claim is treated as a "disability claim" if the claims adjudicator must make a determination of disability in order to decide a claim. If the finding of disability is made by a party other than the Plan or Trustees, for purposes other than making a benefit determination under the Plan, the benefit will not be treated as a disability benefit for purposes of the Plan's claims and appeals provisions.

If the claim is for disability benefits, written notice of a decision will be furnished to the claimant within 45 days of the receipt of the claim by the Trustees, unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the end of the initial 45-day period. If a second extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the end of the 75-day

period after filing the claim. In no event shall any extension regarding disability benefits exceed 105 days of receipt of the claim by the Trustees.

- (c) **Contents of Extension Notice.** Each extension notice given by the Trustees shall indicate the special circumstances requiring an extension of time and the date by which the Trustees expect to render a final decision.
- (d) **Contents of Notice of Claim Denial.** Each notice of claim denial given by the Trustees shall contain:
 - (i) The specific reason(s) for the denial;
 - (ii) specific reference to the pertinent Plan provisions on which the denial is based;
 - (iii) a description of any additional material or information necessary for the claimant to perfect the claim, and an explanation of why such material or information is necessary; and
 - (iv) appropriate information as to the steps to be taken if the claimant wishes to submit his claim for review.
 - (v) a description of the Plan's claim review procedures, the time limits under the procedures and a statement regarding the claimant's right to bring a civil action under ERISA 502(a) following an adverse benefit determination on appeal;
 - (vi) for disability claims, a copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination or a statement that such rule was relied upon and that a copy of such rule will be provided free of charge to the claimant upon request.

Section 9.2 Appeal Review Procedure. Should a claimant disagree with the Fund's actions taken with respect to a claim, the claimant or his duly-authorized representative may, upon written application to the Trustees, request a review of the Trustees' actions. In addition, the claimant or his duly authorized representative may review pertinent Plan documents and submit issues and comments in writing to the Trustees. A claimant must be provided, upon request and free of charge, all access to and copies of all documents, records and other information relevant to the benefit claim [a document is considered relevant to the claim if it: (i) was relied upon in making the benefit determination; (ii) was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the decision; (iii) demonstrates compliance in making the benefit decision with the requirement that the benefit determinations must follow the terms of the plan and be consistent when applied to similarly situated claimants. A request for review of the Trustees' actions must be filed in writing within 60 days (180 days for disability claims) of the claimant's receipt of the notice of denial of benefits.

Section 9.3 Decision on Review. The Trustees' decision on a claimant's request for review shall be made no later than the next regularly-scheduled Trustees' meeting following the receipt of a request for review, unless the request for review is received less than 30 days preceding the date of such meeting. In that case, a decision may be made by no later than the second meeting following receipt of the request for review. The review on appeal must consider all comments, documents, records and other information submitted by the claimant, without regard to whether such information was submitted or considered in the initial benefit determination.

The appeals procedure for a disability claim also must provide the following regarding the review process: (i) review on appeal must not defer to the initial adverse benefit determination and may not be conducted by the individual who made the initial adverse benefit determination nor the subordinate of such individual; (ii) in deciding the appeal of any benefit determination that is based in whole or in part on a medical judgment, the plan fiduciary conducting the appeal must consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment; (iii) the health care professional engaged with respect to the review of the claim on appeal may not be an individual who was consulted in connection with the initial adverse benefit decision nor the subordinate of such individual; and (iv) medical or vocational experts whose advice was obtained on behalf of the plan in connection with the claim (even if the advice was not relied upon in the benefit determination) must be identified.

The Trustees shall provide notice of the notice of the benefit determination on appeal to the claimant as soon as possible, but no later than 5 days after the benefit determination is made.

- (a) **Extension of Time; Special Circumstances.** If special circumstances require a further extension of time for processing a request for review, a decision shall be rendered no later than the third meeting of the Trustees following receipt of the request for review.
- (b) **Notice.** If an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension.
- (c) **Contents of Notice of Appeals Denial.** Each notice of claim denial given by the Trustees shall be provided in written or electronic form, shall be furnished to the claimant within the applicable time frame established in this Section 5.3, and shall contain:
 - (i) The specific reason(s) for the denial;
 - (ii) specific reference to the pertinent Plan provisions on which the denial is based;
 - (iii) a statement that the claimant is entitled to receive upon request and free of charge, all access to and copies of all documents, records and other information relevant to the benefit claim [a document is considered relevant to the claim if it: (i) was relied upon in making the benefit determination; (ii) was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the decision; (iii) demonstrates compliance in making the benefit decision with the requirement that the benefit determinations must follow the terms of the plan and be consistent when applied to similarly situated claimants];
 - (iv) a description of any voluntary appeal procedures offered under the plan, the claimant's right to obtain information about such procedures and a statement regarding the claimant's right to bring a civil action under ERISA 502(a) following an adverse benefit determination on appeal;
 - (v) for disability claims, the additional information: (i) if applicable, a copy of the internal rule, guideline or protocol that was relied upon to make the

adverse determination or a statement that such rule was relied upon and that a copy of such rule will be provided free of charge to the claimant upon request; (ii) if the adverse determination is based on medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination or a statement that such explanation will be provided free of charge to the claimant upon request; and (iii) 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."

Section 9.4 Final Decision. Any decision rendered by the Trustees after compliance with the foregoing procedures shall be final and binding on the Union, the Employee and the Employer involved, as well as the heirs, legatees, Beneficiaries and personal representatives of the claimant, and no further appeal shall be available.

Section 9.5 Records and Reports. Upon receipt of a written request, the Trustees shall furnish any Participant, Retiree, Spouse or Beneficiary with a copy of the Plan, Trust Agreement, or latest annual report, subject to a reasonable charge, not to exceed the lesser of;

- (a) The actual cost of reproduction, or
- (b) \$.25 per page.

Upon receipt of a written request (but not more than once each year), the Trustees shall furnish any Participant with a statement of his Accrued Benefit, the amount of the benefit in which he has a vested interest, if any, and if not vested, the earliest date he could become vested.

ARTICLE X MISCELLANEOUS

Section 10.1 Pronouns. Personal pronouns used in this Plan shall, in each case, be construed to include the opposite gender as the facts and the context warrant.

Section 10.2 Withdrawal Liability. Employer Withdrawal Liability, if any, shall be calculated under the basic presumptive method as prescribed in Section 4211(b) of the Employee Retirement Income Security Act of 1974, as amended (ERISA). Disputes between the Fund and an Employer concerning withdrawal liability shall, if not satisfactorily resolved by the parties, be submitted to arbitration under Section 4221 of ERISA and the Pension Benefit Guaranty Corporation's Final Regulations on Arbitration of Disputes in Multiemployer Plans, as amended from time to time.

Section 10.3 Contributions. Through collective bargaining, the Union and the Employers may allocate an amount of money to be paid to the Fund in respect to each Hour of Service and to be used for purposes other than benefit accruals. The amounts so contributed are not included in "the total Employer contributions" as that term is used in calculating benefits under this Plan.

Section 10.4 Amendment Procedure. The Trustees may, by majority vote, amend this Plan, prospectively or retroactively. Unless otherwise permitted by law, no amendment of this Plan

shall reduce the Accrued Benefit of any Participant who is already receiving benefits on the date the benefit amendment becomes effective. For purposes of the foregoing, the term Accrued Benefit shall not include any disability benefits described in Article V of this Plan, or any other ancillary benefits offered by the Plan, which are not subject to the vesting and forfeiture protections of applicable law. Such disability benefits or any other ancillary benefits, may be modified, reduced, or eliminated at any time, either prospectively or retroactively, regardless of whether the payment of such benefits has already commenced. Any modification, alteration or amendment of this Plan which may be required to qualify and maintain this Plan as a qualified plan and trust under the applicable provisions of the Internal Revenue Code, shall be made by the Trustees. Any amendment may be made retroactively by appropriate action of the Trustees. The retroactive applicability of this Section shall be permitted, to the fullest extent permitted by law.

Section 10.5 Prohibited Reduction. No amendment to the Plan (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant's Accrued Benefit. For purposes of this Section, a plan amendment that has the effect of (1) eliminating or reducing an early retirement benefit or a retirement-type subsidy, or (2) eliminating or reducing an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing Accrued Benefits. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy. The Accrued Benefits of the Participant, Beneficiary or Vested Deferred Participant who is in pay status under the Plan may not be decreased by reason of any increase in benefit levels payable under Title II of the Social Security Act or any increase in the wage base under such Title II, if such increase takes place after September 1, 1974 or, if later, the earlier of the first receipt of such benefits or the date of such separation, as the case may be.

The foregoing restrictions on Plan amendments and benefit reductions shall not apply to disability benefits described in Article V of the Plan, or any other ancillary benefits offered by the Plan that are not subject to the vesting and forfeiture protections of applicable law. Such disability benefits, or any other ancillary benefits may be modified, reduced, or eliminated at any time, either prospectively or retroactively, regardless of whether the payment of such benefits has already commenced.

Section 10.6 Authorized Reduction. Notwithstanding the provisions of Section 10.5, a Participant's Accrued Benefit, early retirement benefit, retirement-type subsidy, or optional form of benefit may be reduced to the extent permitted under IRC § 412(c)(8) (for Plan Years beginning on or before December 31, 2007) or IRC §412(d)(2) (for Plan Years beginning after December 31, 2007), or to the extent permitted under §§ 1.41(d)-3 and 1.411(d)-4 of the regulations.

The foregoing restrictions on Plan amendments and benefit reductions shall not apply to disability benefits described in Article V of the Plan, or any other ancillary benefits offered by the Plan that are not subject to the vesting and forfeiture protections of applicable law. Such disability benefits or any other ancillary benefits may be modified, reduced, or eliminated at any time, either prospectively or retroactively, regardless of whether the payment of such benefits has already commenced.

Section 10.7 Amendment of Vesting Requirements. An amendment changing the vesting requirements which would impose stricter requirements than those presently in effect for a Participant, may not change the requirements in effect for him as of the latter of:

- (a) The effective date of the amendment, or
- (b) The adoption of the amendment.

If an amendment changes the vesting provisions, any Participant who has three Years of Service before the end of the election period specified below may elect to have the amount of his vested benefit determined on the basis of the Plan provisions in effect immediately prior to the effective date of the amendment. The election period shall begin on the date the amendment is adopted and shall end 60 days after the latest of (1) the date of the amendment is adopted, (2) the effective date of the amendment or (3) the date the Participant is issued written notice of the amendment.

Section 10.8 Merger or Consolidation. In the event that this Plan should merge or be consolidated with another qualified plan as authorized in the Trust Agreement, or if the assets and/or liabilities of this Plan are transferred to another such plan, the benefits of anyone entitled thereto, immediately after such merger, consolidation or transfer, shall be at least as great as they were immediately prior to such merger, consolidation or transfer. In case of a merger of another plan into this Plan, all of the affected individual's rights and obligations, with respect to the pre-merger Accrued Benefits shall be determined in accordance with such merged plan's provisions, as they existed on the merger date, unless specifically modified herein. Post-merger Accrued Benefits shall be determined in accordance with this Plan.

Section 10.9 Termination of Plan. This Plan may be terminated, in whole or in part, as provided in the Agreement and Declaration of Trust. In case of such termination, the following asset allocation rules shall apply:

- (a) **ERISA Allocation.** In the event that this Pension Plan is terminated, wholly or partially, while Section 4041A of ERISA, or any subsequent Act mandating the allocation of assets upon termination of such plans is in effect, the assets of the Plan available to provide benefits shall be allocated in accordance therewith.
- (b) **Other Allocation.** In the event that this Pension Plan is terminated, wholly or partially, when there is in effect no such statute requiring a particular allocation of the assets of the Plan upon termination, the amount in the Trust Fund will be allocated to the extent available to provide retirement benefits for Participants, Retirees and Beneficiaries in the following order of priority, subject to provisions for expenses of administration or liquidation:
 - (i) To provide benefits for those persons already receiving benefits;
 - (ii) To provide benefits for those Active Participants then eligible to retire and receive Normal or Early Retirement benefits;
 - (iii) To provide benefits for those Active or Inactive Participants who are at the time of termination of the Plan vested;
 - (iv) To provide benefits for all other persons as their respective interests appear.

The amount of benefits for each such person shall be calculated on a basis determined by the Trustees to be consistent with the operation of the Fund as set forth herein, but recognizing the termination of the Plan and the funds then available, and such amounts, when determined, shall remain fixed regardless of the status of any persons service after termination. The allocation,

when determined by the Trustees, may be implemented through the continuation of the existing Fund for that purpose or through the purchase by the Trustees of insurance annuity contracts or by a combination of these media.

Section 10.10 Prior Plans. The terms of applicable prior Plan(s) shall apply to Inactive and Vested Participants whose Break in Service occurred prior to the effective date of this restated Plan, unless otherwise specifically provided herein. The foregoing notwithstanding, if an Active Participant who has contributions accrued in at least five Plan Years on or before April 30, 1976, and whose continuous service thereunder had not been interrupted on or before that date should become an Inactive Participant hereunder before becoming 100% vested, his vested rights shall, other provisions of this Plan notwithstanding, be equal to the greater of:

- (a) the monthly benefit to which he would have been entitled had the prior Plan remained in effect, or
- (b) the basic vested benefit amount in which he is vested pursuant to this Plan.

Section 10.11 Effect of Invalidity of Provision. If any provision of this Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provision had not been included. Any provision of the Plan that is deemed invalid, but can be given effect at a later date to cure the invalidity, shall be so construed, with its effective date automatically adjusted to the earliest possible effective date, instead of stricken as invalid.

Section 10.12 Approval of Internal Revenue Service. This Plan is adopted subject to the approval by the Internal Revenue Service as meeting the requirements of the IRS Code and Regulations thereunder with respect to the deductibility of contributions to the Fund and expenses thereof, and with respect to the tax exception of such Fund. In the event that such approval is not secured for the Plan as adopted, it may be amended for purposes of securing qualification under the IRS Code as may be necessary to secure such approval.

Section 10.13 Pension Protection Act Funding Requirement. The Plan will comply with all additional funding rules set forth in IRC § 432 with respect to multiemployer plans, including all required certifications and the adoption of a funding improvement, rehabilitation, or all reasonable measures plan(s) as may be necessary based on the actuary's certification.

Section 10.14 Choice of Law. To the extent not preempted by federal law, this Plan shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect and in all other respects. Any and all disputes regarding the terms and conditions of this Plan will be heard in the United States District Court for the Eastern District of Michigan.

IN WITNESS WHEREOF, the Trustees of the Carpenters Pension Trust Fund – Detroit and Vicinity Defined Benefit Pension Plan have hereunto executed this Plan on October 7, 2014.

[Signatures on Next Page]

UNION TRUSTEES

EMPLOYER TRUSTEES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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under §3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in §3401(a)(2)). For purposes of this section the definition of compensation includes (for limitation years beginning after December 31, 1997) any elective deferral under IRC Sections 402(g)(3), 125, 457(b) and effective for plan years beginning on and after the earlier of 1) January 1, 2001 or 2) the first day of the first plan year for which these sections of the plan were operated in accordance with the Community Renewal Tax Relief Act of 2000 (CRA) amendment of IRC 415(c)(3) but in no case earlier than the first day of the first plan year beginning on or after January 1, 1998, compensation shall include elective amounts that are not includible in the gross income of the employee by reason of IRC 132(f)(4).

After December 31, 2005, for purposes of determining whether the limitations of § 415(b) have been exceeded with respect to benefits subject to § 417(e)(3), mortality and interest rates specified in § 415(b)(2)(E) will be used.

For benefits that commence after age 65, the maximum benefit is increased as follows:

- (a) If the annuity starting date is in a limitation year that begins before July 1, 2007, the annual amount of a benefit payable in the form of a straight life annuity commencing at the participant's annuity starting date that is the actuarial equivalent of the dollar limitation under IRC § 415(b)(1)(A) (as adjusted under 415(d)), with actuarial equivalence computed using whichever of the following produces the small annual amount: (1) the interest rate and mortality table or other tabular factor specified in the plan for determining actuarial equivalence for delayed retirement purposes; or (2) a 5 percent interest rate assumption and the applicable mortality table.
- (b) If the annuity starting date is in a limitation year beginning on or after July 1, 2007, the annual amount of a benefit payable in the form of a straight life annuity commencing at the participant's annuity starting date that is the actuarial equivalent of the dollar limitation under IRC § 415(b)(1)(A) (as adjusted under IRC § 415(d)), with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table and expressing the participant's age based on completed calendar months as of the annuity starting date.

The applicable mortality table is the mortality table described in Rev. Rul. 2001-62, IRC §§ 415(b)(2)(D) and 415(b)(2)(E)(iii); Treas. Reg. § 1.415(b)-1(e); Rev. Rul. 2001-62.

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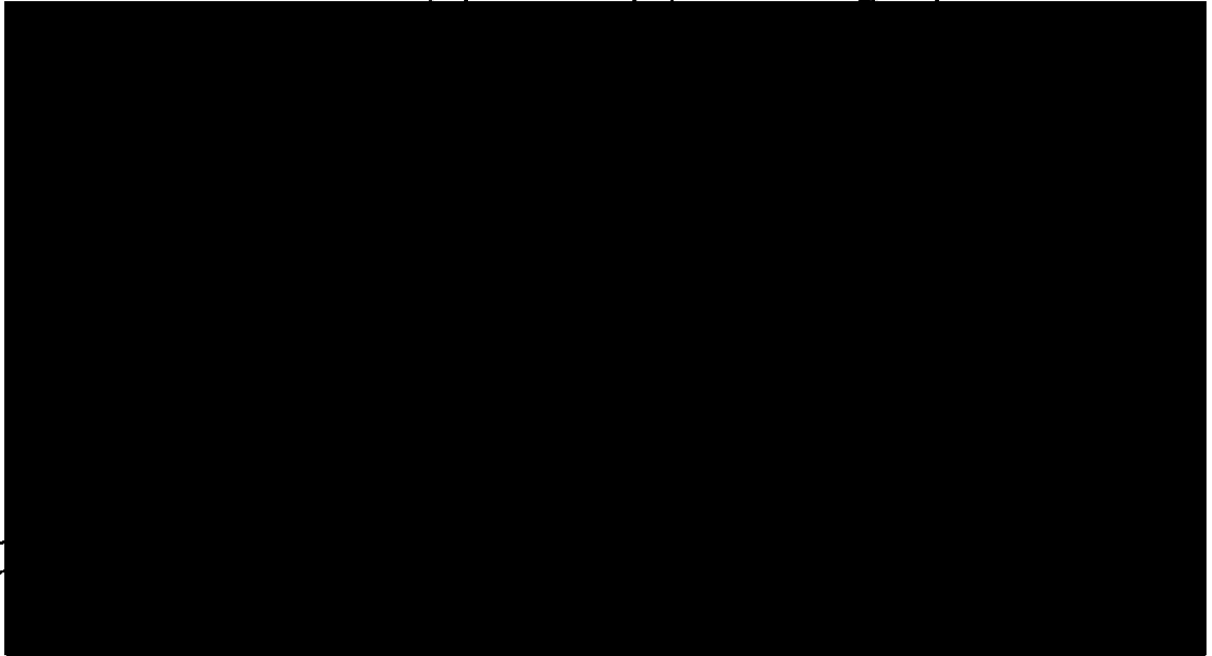
Except as has been hereby amended, the Pension Plan of the Carpenters' Pension Trust Fund - Detroit and Vicinity shall remain in full force and effect.

Adopted this 21st day of April, 2016.

[SIGNATURES ON FOLLOWING PAGE]

UNION TRUSTEES

EMPLOYER TRUSTEES



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SECOND AMENDMENT TO THE PENSION PLAN OF THE
CARPENTERS' PENSION TRUST FUND - DETROIT AND VICINITY
(AS RESTATED ON OCTOBER 7, 2014)

Re: Retroactive Annuities
Effective: April 1, 2016
Re: Claims and Appeals Procedures for Disability Benefits
Effective: January 18, 2017

RECITALS

WHEREAS, Article X, Section 4 of the Plan document of the Carpenters' Pension Trust Fund - Detroit and Vicinity authorizes the Fund's Trustees to amend the Plan from time to time.

WHEREAS, the Trustees desire to amend the Plan to provide for retroactive annuity starting dates, and to revise the claims and appeals procedures for disability benefits.

ACCORDINGLY, the Plan is amended as follows, effective as of the date set forth above (additions are in ***bold italicized*** text and deletions are in ~~strikeout~~ text):

* * *

ARTICLE I
DEFINITIONS

* * *

Section 1.26 Retroactive Annuity Starting Date. "Retroactive Annuity Starting Date" means an Annuity Starting Date that is affirmatively elected by a Participant that occurs on or before the date the written explanation of benefit payment options described in Article 3 is provided to the Participant. Benefits payable under a Retroactive Annuity Starting Date shall consist of an initial single sum payment attributable to the period beginning on the Participant's Retroactive Annuity Starting Date and ending with the first day of the first month immediately prior to the month in which the benefit is paid. The corresponding interest paid on such single sum payment shall be made for the period beginning with the first day of the month coinciding with the Retroactive Annuity Starting Date and ending with the first day of the first month immediately prior to the month in which the benefit is paid. The provisions for a Retroactive Annuity Starting Date in this Section 1.26 shall not apply in the case of an application made for a Surviving Spouse Pension or a Pre-Retirement Death Benefit.

* * *

ARTICLE III
NORMAL RETIREMENT BENEFITS

* * *

Section 3.13 Retroactive Annuities. If it is determined that an administrative delay, error or omission on the part of any person engaged by the Fund with respect to determining eligibility for or the amount of the benefit, or in paying the benefit, delayed the

commencement of benefit payments to a participant, the participant may affirmatively elect a retroactive annuity starting date which precedes the date on which the written explanation required by Section 3.5, was provided to the participant and distribution may begin not less than 7 days after the explanation of the Qualified Joint and Survivor Annuity was provided to the participant.

If the participant so elects, he shall receive a make-up payment equal to any missed payment(s) for the period from the retroactive annuity starting date to the date of the actual make-up payment plus interest, calculated using a 6½% annual compound rate of interest assumption.

The participant's Spouse, determined as of the date of the actual make-up payment, must, in addition to consenting to any election to waive the Qualified Joint and Survivor Form, consent to the distribution based on the retroactive annuity starting date. Any such waiver and any spousal consent thereto must be made pursuant to Section 3.5, using the date of the make-up payment in place of the date as of which monthly benefit payments are to commence. Consent to the distribution based on the retroactive annuity starting date is not required if the amount of the survivor annuity payable upon the death of the participant is not less than the amount that the survivor annuity would have been under the same form of benefit if the Participant had not elected a retroactive annuity starting date.

If the person to whom the participant was legally married on the retroactive annuity starting date is no longer his legal Spouse on the date of the actual make-up payment, consent of the former Spouse to the retroactive annuity starting date and to the waiver of the Qualified Joint and Survivor Annuity is not required, unless otherwise required under a Qualified Domestic Relations Order.

Benefit payments and calculations will be made as required by Section 417 of the Code and the rules and regulations applicable thereto at any time of reference or by subsequent applicable Federal legislation and in accordance with the form of benefit elected by the participant.

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ARTICLE IX **APPEALS**

Section 9.1 Claim of Review.

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(d) **Contents of Notice of Claim Denial.** Each notice of claim denial given by the Trustees shall contain:

- (i) The specific reason(s) for the denial;
- (ii) specific ***Specific*** reference to the pertinent Plan provisions on which the denial is based;
- (iii) a ***A*** description of any additional material or information necessary for the claimant to perfect the claim, and an explanation of why such material or information is necessary; and

- (iv) appropriate **Appropriate** information as to the steps to be taken if the claimant wishes to submit his claim for review.
- (v) a ~~A~~ description of the Plan's claim review procedures, the time limits under the procedures and a statement regarding the claimant's right to bring a civil action under ERISA 502(a) following an adverse benefit determination on appeal;
- (vi) ~~for~~ **For** disability claims, **the notice of claim denial shall contain the following:** ~~a copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination or a statement that such rule was relied upon and that a copy of such rule will be provided free of charge to the claimant upon request.~~
 - 1. ***A copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination;***
 - 2. ***If any medical or vocational experts were involved in making the Adverse Benefit Determination, those experts must be identified, their explanations must be included, and the notice must note whether the expert advice was relied upon. If the Plan disagrees with the expert's opinion, the notice must include the basis for disagreeing with the expert opinion.***
 - 3. ***All notices shall be in a culturally and linguistically appropriate manner. If the claimant is domiciled in any United States county where ten percent or more of the population residing in that county is literate in only in the same non-English language, then the Plan shall ensure the following: (i) language services are provided in the applicable non-English language; (ii) notices include a statement prominently displayed in the applicable non-English language clearly indicating how to access the language services provided by the Plan; and (iii) language services are sufficient to allow claimants to understand their rights and obligations in regards to effectively filing claims and appeals.***

Section 9.2 Appeal Review Procedure. Should a claimant disagree with the Fund's actions taken with respect to a claim, the claimant or his duly-authorized representative may **submit written comments and documentation concerning the claim, as well as** ~~upon written application to the Trustees, request a review of the Trustees' actions.~~ In addition, the claimant or his duly-authorized representative may review pertinent Plan documents and submit issues and comments in writing to the Trustees. A claimant must be provided, upon request and free of charge, all access to and copies of all documents, records and other information relevant to the benefit claim [a document is considered relevant to the claim if it: (i) was relied upon in making the benefit determination; (ii) was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the decision; (iii) demonstrates compliance in making the benefit decision with the requirement that the benefit determinations must follow the terms of the plan and be consistent when applied to similarly situated claimants. A request for review of the Trustees' actions must be filed in writing within 60 days (180 days for disability claims) of the claimant's receipt of the notice of denial of benefits.

Section 9.3 Decision on Review. The Trustees' decision on a claimant's request for review shall

be made no later than the next regularly-scheduled Trustees' meeting following the receipt of a request for review, unless the request for review is received less than 30 days preceding the date of such meeting. In that case, a decision may be made by no later than the second meeting following receipt of the request for review. The review on appeal must consider all comments, documents, records and other information submitted by the claimant, without regard to whether such information was submitted or considered in the initial benefit determination. The appeals procedure for a disability claim also must provide the following regarding the review process: (i) review on appeal must not defer to the initial adverse benefit determination and may not be conducted by the individual who made the initial adverse benefit determination nor the subordinate of such individual; (ii) ***the review will be conducted by a Plan fiduciary***; (iii) in deciding the appeal of any benefit determination that is based in whole or in part on a medical judgment, the plan fiduciary conducting the appeal must consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment; (iv) the health care professional engaged with respect to the review of the claim on appeal may not be an individual who was consulted in connection with the initial adverse benefit decision nor the subordinate of such individual; and (v) medical or vocational experts whose advice was obtained on behalf of the plan in connection with the claim (even if the advice was not relied upon in the benefit determination) must be identified.

The Trustees shall provide notice of the benefit determination on appeal to the claimant as soon as possible, but no later than 5 days after the benefit determination is made.

- (a) **Extension of Time; Special Circumstances.** If special circumstances require a further extension of time for processing a request for review, a decision shall be rendered no later than the third meeting of the Trustees following receipt of the request for review.
- (b) **Notice.** If an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension.
- (c) **Contents of Notice of Appeals Denial.** Each notice of claim denial given by the Trustees shall be provided in written or electronic form, shall be furnished to the claimant within the applicable time frame established in this Section 5.3, and shall contain:
 - (i) The specific reason(s) for the denial;
 - (ii) specific ***Specific*** reference to the pertinent Plan provisions on which the denial is based;
 - (iii) a ***A*** statement that the claimant is entitled to receive upon request and free of charge, all access to and copies of all documents, records and other information relevant to the benefit claim [a document is considered relevant to the claim if it: (i) was relied upon in making the benefit determination; (ii) was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the decision; (iii) demonstrates compliance in making the benefit decision with the requirement that the benefit determinations must follow the terms of the plan and be consistent when applied to similarly situated claimants];

(iv) a **A** description of any voluntary appeal procedures offered under the plan, the claimant's right to obtain information about such procedures and a statement regarding the claimant's right to bring a civil action under ERISA 502(a) following an adverse benefit determination on appeal;

(v) ~~for~~ **For** disability claims, the **notice of claim denial shall contain the following:** additional information: ~~(i) if applicable, a copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination or a statement that such rule was relied upon and that a copy of such rule will be provided free of charge to the claimant upon request; (ii) if the adverse determination is based on medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination or a statement that such explanation will be provided free of charge to the claimant upon request; and (iii) 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."~~

1. ***A copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination;***

2. ***If any medical or vocational experts were involved in making the Adverse Benefit Determination, those experts must be identified, their explanations must be included, and the notice must note whether the expert advice was relied upon. If the Plan disagrees with the expert's opinion, the notice must include the basis for disagreeing with the expert opinion.***

4. ***All notices shall be in a culturally and linguistically appropriate manner. If the claimant is domiciled in any United States county where ten percent or more of the population residing in that county is literate in only in the same non-English language, then the Plan shall ensure the following: (i) language services are provided in the applicable non-English language; (ii) notices include a statement prominently displayed in the applicable non-English language clearly indicating how to access the language services provided by the Plan; and (iii) language services are sufficient to allow claimants to understand their rights and obligations in regards to effectively filing claims and appeals.***

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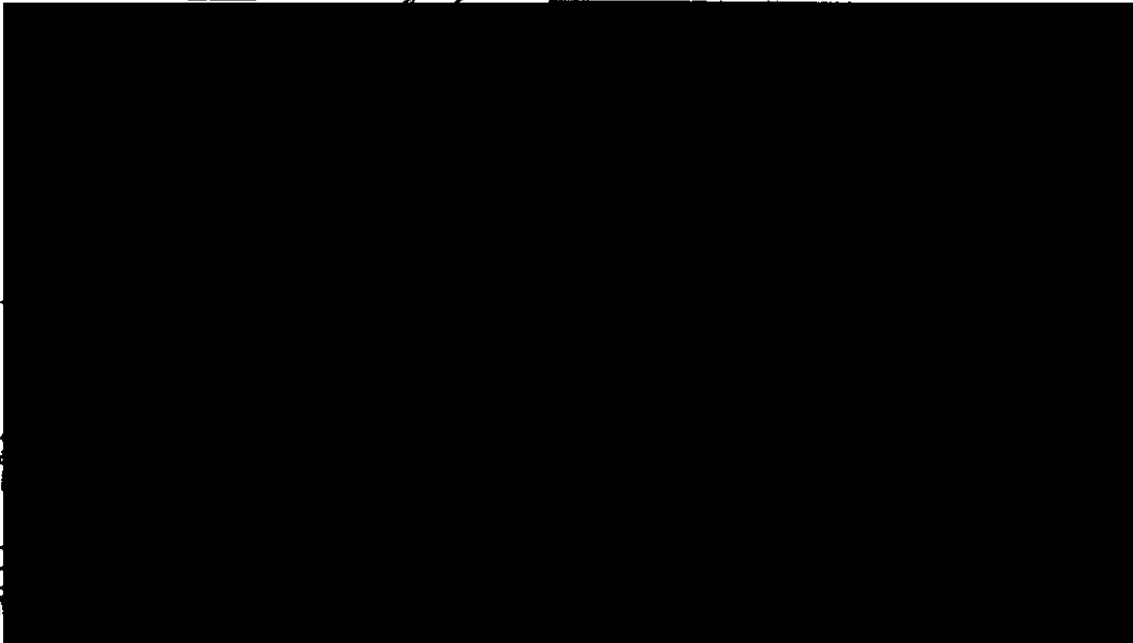
Except as has been hereby amended, the Pension Plan of the Carpenters' Pension Trust Fund - Detroit and Vicinity shall remain in full force and effect.

Adopted this 25th day of MAY, 2017.

[SIGNATURES ON FOLLOWING PAGE]

UNION TRUSTEES

EMPLOYER TRUSTEES



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THIRD AMENDMENT TO THE PENSION PLAN OF THE
CARPENTERS PENSION TRUST FUND – DETROIT AND VICINITY
(AS RESTATED ON OCTOBER 7, 2014)

RE: EMPLOYER "FREE LOOK"

EFFECTIVE: JANUARY 1, 2018

RECITALS

WHEREAS, Article X, Section 4 of the Plan document of the Carpenters Pension Trust Fund – Detroit And Vicinity authorizes the Fund's Trustees to amend the Plan from time to time.

WHEREAS, the Trustees desire to amend the Plan to provide Eligible Employers with a "free look" during Plan Years when the Plan is eligible to offer a free look.

Accordingly, the Plan is amended as follows, effective as of the date set forth above (additions, here added after the second full paragraph of Article X, are in ***bold italicized*** text and deletions are in ~~strikeout~~ text):

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ARTICLE X
MISCELLANEOUS

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Section 10.2.1 Withdrawal Liability "Free Look".

- (1) ***Generally. For Plan Years beginning on or after January 1, 2018 for which it meets the free look qualifications, the Plan will offer Eligible Employers (as defined below) the opportunity to utilize ERISA's "free look" provision as described herein. A free look allows pension plans to permit Eligible Employers to participate in the Pension Plan for a limited period of time without accruing employer withdrawal liability. For purposes of this section, Section 4210 of ERISA is specifically incorporated herein. Further, for employees of Eligible Employers, IRC Section 411(a)(3)(E) applies, and is specifically incorporated herein.***
- (2) ***Plan Eligibility For Free Look. The Plan shall offer Eligible Employers a free look for each Plan Year in which the ratio of: the assets of the Plan for the Plan Year preceding the first Plan Year for which the Eligible Employer was required to contribute to the plan, to the benefit payments made during that plan year, exceeds 8 to 1.***

(3) **Eligible Employer.** To be eligible for a free look, an Employer must be an Eligible Employer. For purposes of this section 10.2.1 an Eligible Employer:

- (a) first had an obligation to contribute to the Plan after September 26, 1980,
- (b) has not contributed to the Plan for more years than the number of years required for Participants to vest in the Plan, or 6 years, whichever is less,
- (c) makes contributions to the Plan that are less than 2 percent of the sum of all Employer contributions to the Plan for each Plan Year, and
- (d) has never avoided withdrawal liability based on a free look from the Plan before.

If an Eligible Employer begins a free look during a year in which the Plan is eligible to offer a free look, and during the Eligible Employer's free look period, the Plan ceases being eligible to offer free looks, said Eligible Employer shall still be entitled to the free look, provided they continue to meet the conditions of this section 10.2.1.

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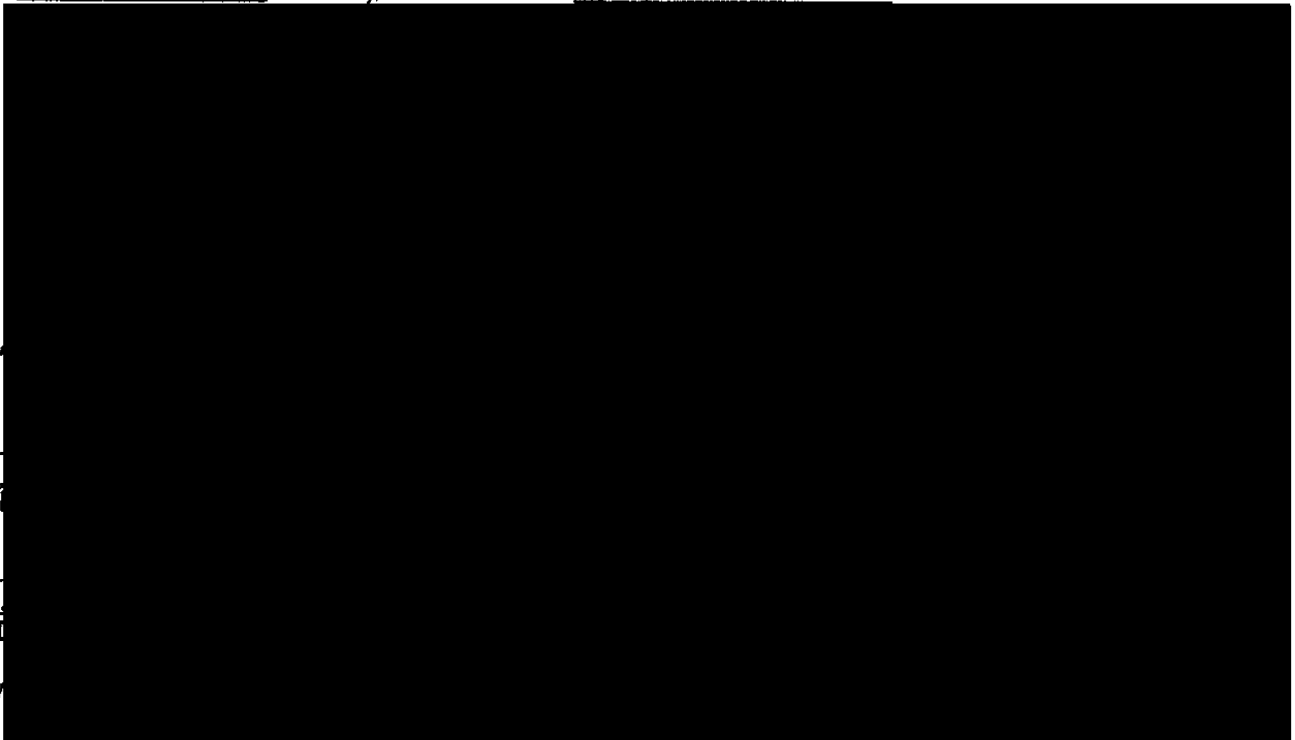
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Except as has been hereby amended, the Plan shall remain in full force and effect.
Adopted on February 27, 2018.

UNION TRUSTEES

EMPLOYER TRUSTEES



FOURTH AMENDMENT TO THE PENSION PLAN OF THE
CARPENTERS' PENSION TRUST FUND - DETROIT AND VICINITY
(AS RESTATED ON OCTOBER 7, 2014)

Re: Claims and Appeals Procedures for Disability Benefits

Effective: April 1, 2018

RECITALS

WHEREAS, Article X, Section 4 of the Plan document of the Carpenters' Pension Trust Fund - Detroit and Vicinity authorizes the Fund's Trustees to amend the Plan from time to time.

WHEREAS, the Trustees desire to amend the Plan to revise the claims and appeals procedures for disability benefits.

ACCORDINGLY, the Plan is amended as follows, effective as of the date set forth above (additions are in ***bold italicized*** text and deletions are in ~~strikeout~~ text):

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ARTICLE IX
APPEALS

Section 9.1 Claim of Review.

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- (B) **Disability Claims.** For purposes of the claims and appeals provisions set forth in Article V, a claim is treated as a "disability claim" if the claims adjudicator must make a determination of disability in order to decide a claim. If the finding of disability is made by a party other than the Plan or Trustees, for purposes other than making a benefit determination under the Plan, the benefit will not be treated as a disability benefit for purposes of the Plan's claims and appeals provisions.

If the claim is for disability benefits, written notice of a decision will be furnished to the claimant within 45 days of the receipt of the claim by the Trustees, unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the end of the initial 45-day period. If a second extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the end of the 75-day period after filing the claim. In no event shall any extension regarding disability benefits exceed 105 days of receipt of the claim by the Trustees.

For purposes of disability claims discussed in this Section 8.1, an "Adverse Benefit Determination" means any of the following: a denial, reduction, termination of, or failure to provide or make payment (in whole or in part) of a claim, including any such a denial, reduction, termination of, or failure to provide or make payment (in whole or in part) that is based upon a participant's eligibility to participate in the Plan or resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental, investigational, or not medically necessary or appropriate. A rescission of coverage is included in this definition, irrespective of whether the rescission had an adverse effect on any particular benefit at that

time. Rescissions shall be treated in accordance with 45 CFR §147.128, as amended, and any person affected by a rescission shall receive thirty (30) days advance written notice.

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(d) **Contents of Notice of Claim Denial.** Each notice of claim denial given by the Trustees shall contain:

- (i) The specific reason(s) for the denial;
- (ii) Specific reference to the pertinent Plan provisions on which the denial is based;
- (iii) A description of any additional material or information necessary for the claimant to perfect the claim, and an explanation of why such material or information is necessary; ~~and~~
- (iv) Appropriate information as to the steps to be taken if the claimant wishes to submit his claim for review;
- (v) A description of the Plan's claim review procedures, the time limits under the procedures and a statement regarding the claimant's right to bring a civil action under ERISA 502(a) following an adverse benefit determination on appeal; ***and***
- (vi) For disability claims, the notice of claim denial shall contain the following:
 - 1. A copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination;
 - 2. If any medical or vocational experts were involved in making the Adverse Benefit Determination, those experts must be identified, their explanations must be included, and the notice must note whether the expert advice was relied upon. If the Plan disagrees with the expert's opinion, the notice must include the basis for disagreeing with the expert opinion;
 - 3. All notices shall be in a culturally and linguistically appropriate manner. If the claimant is domiciled in any United States county where ten percent or more of the population residing in that county is literate in only in the same non-English language, then the Plan shall ensure the following: (i) language services are provided in the applicable non-English language; (ii) notices include a statement prominently displayed in the applicable non-English language clearly indicating how to access the language services provided by the Plan; and (iii) language services are sufficient to allow claimants to understand their rights and obligations in regards to effectively filing claims and appeals; ***and***
 - 4. ***A statement regarding the Claimant's right to bring a civil action under ERISA section 502(a) following the Adverse Benefit Determination on appeal.***

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Section 9.3 Decision on Review. The Trustees' decision on a claimant's request for review shall be made no later than the next regularly-scheduled Trustees' meeting following the receipt of a request for review, unless the request for review is received less than 30 days preceding the date of such meeting. In that case, a decision may be made by no later than the second meeting following receipt of the request for review. The review on appeal must consider all comments, documents, records and other information submitted by the claimant, without regard to whether such

information was submitted or considered in the initial benefit determination. The appeals procedure for a disability claim also must provide the following regarding the review process: (i) review on appeal must not defer to the initial adverse benefit determination and may not be conducted by the individual who made the initial adverse benefit determination nor the subordinate of such individual; (ii) the review will be conducted by a Plan fiduciary; (iii) in deciding the appeal of any benefit determination that is based in whole or in part on a medical judgment, the plan fiduciary conducting the appeal must consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment; (iv) the health care professional engaged with respect to the review of the claim on appeal may not be an individual who was consulted in connection with the initial adverse benefit decision nor the subordinate of such individual; and (v) medical or vocational experts whose advice was obtained on behalf of the plan in connection with the claim (even if the advice was not relied upon in the benefit determination) must be identified.

The Trustees shall provide notice of the notice of the benefit determination on appeal to the claimant as soon as possible, but no later than 5 days after the benefit determination is made.

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(c) **Contents of Notice of Appeals Denial.** Each notice of claim denial given by the Trustees shall be provided in written or electronic form, shall be furnished to the claimant within the applicable time frame established in this Section 5.3, and shall contain:

- (i) The specific reason(s) for the denial;
- (ii) Specific reference to the pertinent Plan provisions on which the denial is based;
- (iii) A statement that the claimant is entitled to receive upon request and free of charge, all access to and copies of all documents, records and other information relevant to the benefit claim [a document is considered relevant to the claim if it: (i) was relied upon in making the benefit determination; (ii) was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the decision; (iii) demonstrates compliance in making the benefit decision with the requirement that the benefit determinations must follow the terms of the plan and be consistent when applied to similarly situated claimants];
- (iv) A description of any voluntary appeal procedures offered under the plan, the claimant's right to obtain information about such procedures and a statement regarding the claimant's right to bring a civil action under ERISA 502(a) following an adverse benefit determination on appeal;
- (v) For disability claims, the notice of claim denial shall contain the following:
 - 1. A copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination;
 - 2. If any medical or vocational experts were involved in making the Adverse Benefit Determination, those experts must be identified, their explanations must be included, and the notice must note whether the expert advice was relied upon. If the Plan disagrees with the expert's opinion, the notice must include the basis for disagreeing with the expert opinion;
 - 4. All notices shall be in a culturally and linguistically appropriate manner. If the claimant is domiciled in any United States county where ten percent or more of the population residing in that county is literate in only in the same non-English language, then the Plan shall ensure the following: (i) language services are

provided in the applicable non-English language; (ii) notices include a statement prominently displayed in the applicable non-English language clearly indicating how to access the language services provided by the Plan; and (iii) language services are sufficient to allow claimants to understand their rights and obligations in regards to effectively filing claims and appeals; **and**

5. ***A statement regarding the Claimant's right to bring a civil action under ERISA section 502(a) following the Adverse Benefit Determination on appeal.***

Section 9.4 Full and Fair Review of Disability Claims. *For disability claims on appeal, a full and fair review provides the Participant or Beneficiary with the following:*

- (a) ***Reasonable access to, and copies of, all documents, records, and information relevant to the claim at no cost;***
- (b) ***The Claimant the opportunity to submit written comments, documents or information relating to the claim;***
- (c) ***The right to have such comments, documents or information taken into account, even if not submitted or considered in the preceding determination;***
- (d) ***The review on appeal must not defer to the initial adverse benefit determination and may not be conducted by the individual who made the initial adverse benefit determination, nor the subordinate of such individual;***
- (e) ***The review will be conducted by a Plan fiduciary;***
- (f) ***In deciding the appeal of any benefit determination that is based in whole or in part on a medical judgment, the plan fiduciary conducting the appeal must consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;***
- (g) ***The health care professional engaged with respect to the review of the claim on appeal may not be an individual who was consulted in connection with the initial adverse benefit decision nor the subordinate of such individual;***
- (h) ***Medical or vocational experts whose advice was obtained on behalf of the plan in connection with the claim (even if the advice was not relied upon in the benefit determination) must be identified; and***
- (i) ***The claim and appeal shall be adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in the benefit determination. Decisions regarding hiring, compensation, termination, promotion, or similar matters will not made based upon the likelihood that the individual will support the denial of benefits.***

Section 9.5 Deemed Exhaustion. *With respect to claims for disability benefits, if the Plan fails to strictly adhere to the claims and appeals procedures outlined in this Section 8.8, the Claimant is deemed to have exhausted the internal claims and appeals process and may proceed to exercise any remedies available under Section 502(a) of ERISA, or applicable state law. Upon such election, the claim or appeal is deemed denied as if a Final Adverse Benefit Determination had been issued. Notwithstanding the foregoing, the claims and appeal procedures will not be deemed exhausted based upon a de minimis violation that does not cause, and is not likely to cause, prejudice or harm to the Claimant. The de minimis violation must be for good cause or be due to matters beyond the Plan's or Board of Trustee's control, and have occurred in the context of an on-going*

good faith exchange of information between the Claimant and the Plan or the Board of Trustees, as applicable. The Claimant may request a written explanation with respect to the violation from the Plan or Board of Trustees, which shall be provided within ten days (10) of the request. The explanation shall set forth the basis for asserting that the violation should be treated as "de minimis" and further explain why the claims procedures should not be deemed exhausted. If an Independent Review Organization or a court of competent jurisdiction rejects the Claimant's request for immediate review, the Plan shall provide the Claimant with written notice of the opportunity to resubmit the claim or appeal for consideration under this Plan's claims and appeals procedures within ten (10) days after the Plan receives notices of the rejection. All applicable time periods for re-filing an Appeal of an Adverse or Final Adverse Benefit Determination shall begin to run upon the Claimant's receipt of such notice.

Section 9.6 New Evidence. For disability claims, in the event the decision is based in whole or in part upon any new evidence, or a new or additional rationale that is considered, relied upon, generated by (or at the direction of) the Plan or Board of Trustees. The Claimant shall be provided with the new evidence or rationale as soon as possible, without charge, and sufficiently in advance of the date on which the notice of the Adverse Benefit Determination is due so that the Claimant is given a reasonable opportunity to respond before an Adverse Benefit Determination is made. In the event the new evidence, or new or additional rationale is received too late for the Claimant to have a reasonable opportunity to respond to it before the notice of an Adverse Benefit Determination is due, the period for providing notice of the Adverse Benefit Determination shall be tolled until such time as the Claimant has either had a reasonable opportunity to respond, or fails to respond within a reasonable time to the new evidence or additional rationale. The Plan shall then provide notice of the determination to the Claimant as soon as practicable, taking into account the medical exigencies.

Section 9.4 9.7 Final Decision. Any decision rendered by the Trustees after compliance with the foregoing procedures shall be final and binding on the Union, the Employee and the Employer involved, as well as the heirs, legatees, beneficiaries and personal representatives of the claimant, and no further appeal shall be available.

Section 9.5 9.8 Records and Reports. Upon receipt of a written request, the Trustees shall furnish any Participant, Retiree, Spouse or Beneficiary with a copy of the Plan, Trust Agreement, or latest annual report, subject to a reasonable charge, not to exceed the lesser of;

- (a) The actual cost of reproduction, or
- (b) \$.25 per page.

Upon receipt of a written request (but not more than once each year), the Trustees shall furnish any Participant with a statement of his Accrued Benefit, the amount of the benefit in which he has a vested interest, if any, and if not vested, the earliest date he could become vested.

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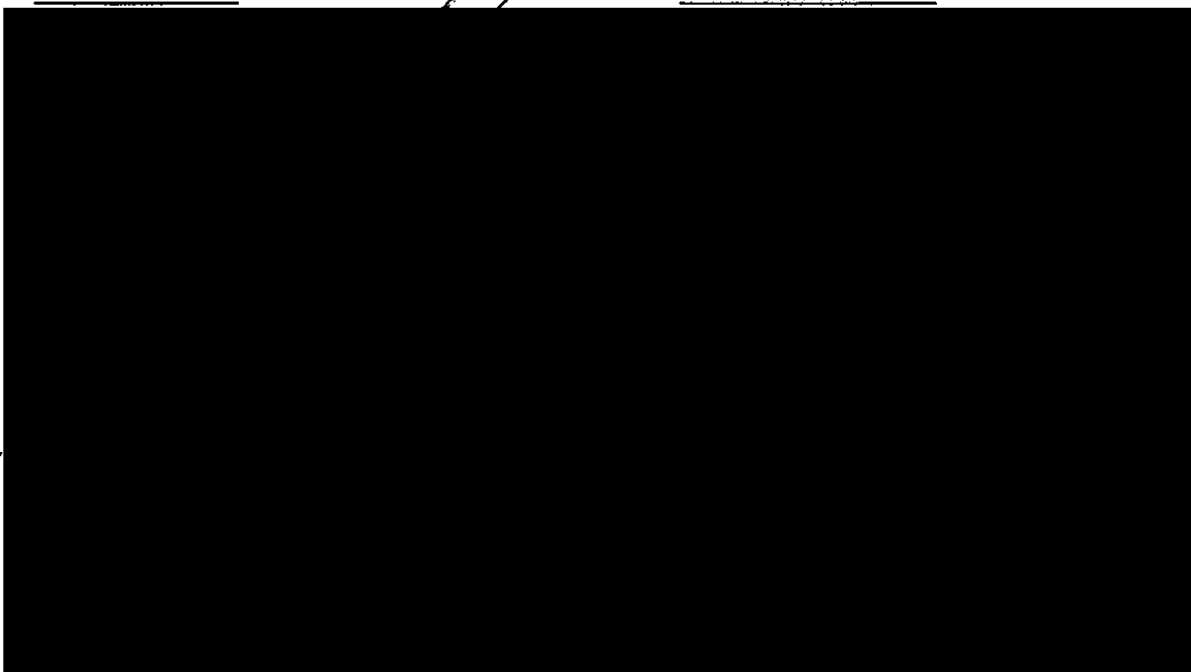
Except as has been hereby amended, the Pension Plan of the Carpenters' Pension Trust Fund - Detroit and Vicinity shall remain in full force and effect.

Adopted this 13TH day of APRIL, 2018.

[SIGNATURES ON FOLLOWING PAGE]

UNION TRUSTEES

EMPLOYER TRUSTEES



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FIFTH AMENDMENT TO THE PENSION PLAN OF THE
CARPENTERS' PENSION TRUST FUND - DETROIT AND VICINITY
(AS RESTATED ON OCTOBER 7, 2014)

Re: Elimination of Suspension of Benefit Provision

Effective: November 1, 2018

Re: Modification of Post-Retirement Benefit Accrual

Effective: November 1, 2018

RECITALS

WHEREAS, Article X, Section 4 of the Plan document of the Carpenters' Pension Trust Fund - Detroit and Vicinity authorizes the Fund's Trustees to amend the Plan from time to time, and

WHEREAS, the Plan, for Pension Protection Act purposes, has been certified to be in "Critical and Declining" Status, which generally precludes the Fund's Trustees from adopting benefits that provide unfunded benefit increases; and

WHEREAS, the Fund's Actuary has determined and advised the Trustees that the interdependent plan provision changes set forth in this Amendment either reduce or do not increase Plan benefits; and

WHEREAS, the Trustees desire to amend the Plan to provide for the aforementioned changes.

ACCORDINGLY, the Plan is amended as follows, effective as of the date set forth above (additions are in ***bold italicized text*** and deletions are in ~~strikeout text~~):

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ARTICLE III
NORMAL RETIREMENT BENEFITS

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Section 3.6 Continued Employment.

- (a) Active Participant. If an Active Participant does not retire at age 65, or the earliest date on which he would be eligible to commence receiving normal retirement benefits, his Accrued Benefit shall be the greater of:
- (i) An amount that is the Actuarial Equivalent of the normal retirement benefit to which he would have been entitled had he applied to receive payments on the first day of the month following the month in which he became eligible for normal retirement benefits; or
 - (ii) The amount calculated as a single life benefit, including any additional Employer contributions made to the Fund with respect to Hours of Service performed by the Active Participant after the month in which he became eligible for normal retirement benefits.

- (iii) The accrued benefit of an Employee (other than a five-percent owner) who retires in a calendar year after the calendar year in which the Employee attains age 70 1/2 is actuarially increased from April 1 after the calendar year in which the Employee attains age 70 1/2 to the date on which benefits commence after retirement in an amount sufficient to satisfy IRC Sections 401(a)(9) and 411, in order to take into account the period during which the Employee is not receiving benefits under the Plan.
- (b) **Retiree.** If a Retiree is credited with additional contributions as a result of Hours of Service accrued after retirement and before **November 1, 2018**, he shall receive an increased monthly benefit based upon the additional contributions accrued, effective the following May 1. Monthly benefits shall be increased effective each May 1 thereafter, based upon the contributions, if any, accrued during the immediately preceding Plan Year. Each such increase in monthly benefits payable shall be calculated in the same benefit form in which the Retiree's monthly benefit is being paid, using the benefit rate in effect on the May 1 as of which each increase is effective. If a Retiree is credited with additional contributions as a result of post-October 31, 2018 Hours of Service accrued after retirement, he shall only receive an increased monthly benefit based on any such additional contributions to the extent that the monthly benefit increase attributable to such post-October 31 2018 Hours of Service exceeds the actuarial equivalent value of benefit payments made to the Retiree who receives such contribution credit. Credit, if any, shall be limited to the amount by which the monthly benefit increase attributable to such post-October 31 2018 Hours of Service exceeds the actuarial equivalent value of in-service benefit payments made to the Retiree who receives such contribution credit.

Section 3.7 Suspension of Benefits. Notwithstanding any other provision of this Plan, the payment of monthly retirement benefits to a Retiree who would be eligible to receive such retirement benefits shall be suspended in accordance with the provisions of this Section if the Retiree returns to or continues in Restricted Work as described herein, during the periods of time set forth herein.

- (a) **Return to Employment.** No monthly retirement benefit shall be paid to any Retiree during any calendar month during which such individual accrues 40 or more Hours of Service in Covered Employment, consisting of:
 - (i) **Industry.** Employment in any industry in which Employees covered by this Plan were employed and were covered by this Plan as a result of such employment at the time that the payment of benefits commenced or would have commenced if the Retiree had not remained in or returned to employment;
 - (ii) **Trade.** Employment in a trade or craft which is covered by the craft jurisdiction of the Collective Bargaining Agreement such as an apprentice, journeyman, layout man, foreman, or general foreman, pursuant to which the Retiree was employed at any time under the Plan; and
 - (iii) **Exception.** A Retiree will be deemed to be working in the industry and

trade or craft if such Retiree performs any field supervisory work on jobsites where Covered Employees normally work. Suspendible supervisory work will not include working as an estimator, project or construction manager (so long as there is no direct supervision of Covered Employees), safety engineer, or owner-manager (provided such owner is not working the tools of the trade); and

- (iv) **Area.** The geographical area covered by the Plan at the time that the payment of benefits commenced or would have commenced if the Retiree had not remained in or returned to employment.
- (v) **Presumptions.** For purposes of the foregoing, any contributions received on behalf of a Retiree will be deemed to be as a result of Restricted Work.

The term "hours worked" shall have the meaning described in Section 1.15 hereof. The terms "industry," "trade or craft," and "geographical area covered by the Plan" shall have meanings prescribed by IRC Section 411(a)(3)(B) and Regulations issued by the Department of Labor. The foregoing shall not apply to any Contiguous Service described in Section 2.2.

- (b) **Amount.** The amount of retirement benefit which will be permanently withheld for the calendar month in which the Retiree or Participant is employed as defined in subsection (a) hereof shall be the lesser of (1) an amount equal to the monthly benefit which would have been payable to him if he had been receiving monthly benefit under the Plan since his actual retirement date or the date which would have been his actual retirement date but for his reemployment or continued employment based upon a single life annuity commencing at the actual retirement age or (2) the actual amount paid or scheduled to be paid to him for such benefit. The amount of normal retirement benefits permanently withheld will be adjusted as necessary to comply with applicable laws. The actuarial increase required by IRC Section 401(a)(9)(C)(iii) of the Code applies even during the period that an employee is in suspendible service under Section 203(a)(3)(B) of ERISA and Section 411(a)(3)(B) of the Code.
- (c) **Resumption of Payments.** At such time as the Retiree or Participant is no longer employed as defined in subsection (a), hereof, and has notified the Trustees of that fact in accordance with subsection (f), hereof, the payment of monthly retirement benefits shall be commenced on the next regularly scheduled date for the payment of such benefits. The initial payment upon resumption shall include the payment scheduled to occur in that calendar month and any amounts withheld from the time such reemployment or employment was terminated until the resumption of payments, less any amounts which are subject to offset in accordance with subsection (d), hereof. The Retiree will be credited with all Employer contributions accrued by him during the suspension period but **only with respect to Hours of Work preformed prior to November 1, 2018.**
- (d) **Offset Rules.** If payment of monthly retirement benefits has been resumed in accordance with subsection (c), hereof, the Trustees shall withhold up to 25% of the amount due in each subsequent calendar month, until the Pension Fund has been repaid all payments previously made to the Retiree or Participant during

those calendar months during which the Retiree or Participant was employed as defined in subsection (a), hereof.

(e) **Notification.** The Trustees shall cause a written notice to be served on the Retiree or Participant by personal delivery or certified mail during the first calendar month in which the Trustees withhold his monthly retirement benefit. The notice shall include a copy of a form to be used by the Retiree or Participant to notify the Trustees when he has discontinued such employment or reemployment, and such notice shall contain all information required by the Department of Labor Regulations Paragraph 2530.203-3(b)(4).

(f) **Verification and Determination of Status.**

- (i) Every Retiree who has retired and is receiving early retirement benefits and every Participant who would be eligible to receive early retirement benefits but for his reemployment or continued employment who engages in any employment as described in subsection (a), hereof, shall promptly notify the Trustees of such employment or reemployment and shall provide the Trustees and their agents with all reasonable information and assistance for the purpose of verifying such employment.
- (ii) Every Retiree or Participant who engages in employment as described in Subparagraph (a) hereof shall promptly notify the Trustees of such employment or reemployment and shall provide the Trustees and their agents with all reasonable information and assistance for the purpose of verifying such employment.
- (iii) It shall be a condition to the right of the Retiree or Participant to receive future monthly retirement benefit payments that the Retiree or Participant shall, at such time as may be requested by the Trustees, certify in writing that he is unemployed or provide factual information to the Trustees sufficient to establish that any employment in which he is engaged is not the type of employment defined in Subparagraph (b), above. The Trustees shall provide the Retiree or Participant with the necessary forms for such certification.
- (iv) The Trustees shall, within 60 days after receipt of a written request together with sufficient information from any Retiree or Participant, provide the Retiree or Participant with a written determination as to whether or not any contemplated employment or reemployment by the Retiree or Participant will result in a suspension of monthly retirement benefits.
- (v) All determinations by the Trustees relating to the suspension of benefits or the determination of benefits of the character of any contemplated employment or reemployment shall be considered in accordance with the claims procedure adopted by the Trustees pursuant to Section 503 of ERISA and applicable regulations.

(g) **Presumptions.**

- (i) If the Trustees have given written notice to the Retiree or Participant of the suspension of benefits and the Retiree or Participant has not complied with the verification requirements contained in subsection (f), hereof, the Trustees may, unless it is unreasonable to do so, act on the basis of the rebuttable presumption that the Retiree or Participant has worked more than 40 hours in the month in question.
- (ii) If the Trustees become aware that a Retiree or Participant is reemployed as defined in subsection (a), hereof, at a construction site and the Pensioner or Participant has not complied with the verification requirements set forth in subsection (f) with regard to that employment, then the Trustees may, unless it is unreasonable under the circumstances to do so, act on the basis of a rebuttal presumption that the Retiree or Participant engaged in such employment for the same Employer in work at that site for so long before the work in question as that same Employer performed that work at that construction site.

- (h) **Waiver.** The Trustees have determined that the ability to staff existing bargaining unit work with Employees on whose behalf contributions must be made to the Fund is essential to preserving the funding base of the Plan. Therefore, the Trustees, subject to objective criteria as may be determined and as may be communicated to the Trustees by one or more of the sponsoring parties and adopted by the Trustees, shall waive the application of this suspension-of-benefits rule, but only with respect to the performance of covered bargaining unit work for a contributing Employer in the jurisdiction of the Fund, when there is sufficient employment in the industry such that it can most effectively be performed by mobilizing Retirees to perform such bargaining unit work so as to not adversely affect the funding base of the Plan and where each Retiree provides the Trustees with prior written notice of his intention to return to Restricted Work. Subject to the general authority of the Trustees hereunder and specifically under this subsection (h), benefits of retirees who return before the eighteenth month following their retirement will be suspended under this Section 3.7 unless determined otherwise by the Trustees based on specific extraordinary needs in a specific industry or craft in a specific geographic location that cannot reasonably be met without the Trustees waiving suspension of benefits pursuant to this Section 3.7. The Trustees shall separately determine whether each Retiree requesting waiver meets the requirements for waiver and a determination with respect to any one applicant Retiree shall not be construed as applicable to all Retirees in the same or similar circumstances. Each Retiree's request for a waiver shall be independently evaluated by the Trustees based on applicable waiver criteria. Any suspension of benefits waiver request by a Retiree employed by a tax-exempt Employer will be determined in accordance with applicable provisions of the Internal Revenue Code, as amended from time to time, in addition to the waiver criteria and other requirements of this Section. To allow for the prompt administration of the application of this waiver of the suspension of benefit rule, the Chairman and Secretary are granted the authority to grant waivers to Retirees on a month to month basis with respect to Retirees returning to work in a particular industry and craft jurisdiction, subject to

ratification by the full Board of Trustees at the next regularly scheduled meeting.

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Except as has been hereby amended, the Pension Plan of the Carpenters' Pension Trust Fund - Detroit and Vicinity shall remain in full force and effect.

Adopted this 30 day of October, 2018.

UNION TRUSTEES

EMPLOYER TRUSTEES

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- (a) The following percentages (or amounts where appropriate) of the hourly contribution amounts owed or paid by an Employer on behalf of a Participant in the applicable year, pursuant to the applicable Collective Bargaining Agreement listed below, will be non-credited contributions for that year that are not considered for benefit accrual purposes, as of the effective dates shown below, or such later date as may be required by governmental regulation:

	6/1/06 to 5/30/07	6/1/07 to 5/30/08	6/1/08 to 5/30/09	6/1/09 to 5/30/10	6/1/10 to 5/30/11	6/1/11 to 5/30/12*	6/1/12 to 5/30/13	6/1/13 and Thereafter ¹¹
Commercial	22%	16% ¹	23% ³	37% ⁶	45% ⁸	52%	56.75%	61%
Display	22%	16% ¹	23% ³	37% ⁶	45% ⁸	52%	56.75%	61%
Floorlayers	22½%	16.5% ¹	28% ⁴	42% ⁷	51% ⁹	56%	60.75%	61%
Millmen	22%	35%	45%	45%	50%	50%	55.00%	61%
Millwrights	23%	17% ^{1,2}	23½% ^{3,5}	37½% ^{5,6}	46% ¹⁰	52%	57.50%	61%
Liberty Fabricating	23%	17% ^{1,2}	23½% ^{3,5}	37½% ^{5,6}	46% ¹⁰	52%	57.50%	20% ¹²
Roadbuilders	23%	17% ¹	23½% ³	37½% ⁶	46% ⁸	53%	57.75%	61%
All Others	22%	35%	45%	45%	50%	50%	55.00%	61%
Residential	22%	35%	45%	45%	50%	50%	55.00%	61%
Poured Wall	22%	35%	45%	45%	50%	50%	55.00%	61%

*No maximum non-credited contribution is in effect for benefits accrued on or after June 1, 2011.

- Up to a maximum of \$1.00 per hour.
- Millwright agreements with an increase in contributions of less than \$1.75 per hour will be 35% non-credited with no maximum non-credited amount.
- Up to a maximum of \$1.85 per hour.
- Up to a maximum of \$2.00 per hour.
- Millwright agreements with an increase in contributions of less than \$1.75 per hour will be 45% non-credited, with no maximum non-credited amount.
- Up to a maximum of \$3.60 per hour.
- Up to a maximum of \$3.75 per hour.
- Up to a maximum of \$5.15 per hour.
- Up to a maximum of \$5.30 per hour.
- Up to a maximum of \$5.15 per hour, except that if the agreement does not provide for a contribution increase of at least \$1.55 per hour, contributions will be 50% non-credited with no maximum non-credited amount.
- Residential and Poured Wall, effective August 1 of each year, instead of June 1.
- Effective only beginning on and after January 1, 2019.**

Once discounted, as provided above, the net contribution amount for the applicable period will then be multiplied by the appropriate benefit rate, as set forth in Subsection (b).

- (b) Effective for all Hours of Service accrued under this Plan, the normal retirement benefit is calculated as follows, based on the most recent date that the Participant was active and using Employer contributions earmarked for benefit accruals:

For Participants who were Active on or after the following date:	An amount equal to the following percent of total Employer contributions earmarked for benefit accruals for the Participant:
--	--

(i)	May 1, 2007	1% for hours accrued on or after May 1, 2007, plus (ii)
(ii)	May 1, 2004	3% for hours accrued on or after May 1, 2004 but prior to May 1, 2007, plus (iii)
(iii)	May 1, 1997	4.3% for all hours prior to May 1, 2004
(iv)	May 1, 1992	3.9% for all hours prior to May 1, 1997
(v)	May 1, 1990	3.85% for all hours prior to May 1, 1992
(vi)	May 1, 1989	3.4% for hours prior to May 1, 1985, plus 3.7% for hours on or after May 1, 1985
(vii)	May 1, 1987	3.4% for hours prior to May 1, 1985, plus 3.6% for hours on and after May 1, 1985
(viii)	May 1, 1986	3.2% for hours prior to May 1, 1985, plus 3.4% for hours on and after May 1, 1985*
(ix)	May 1, 1985	the 2.6% rate used in the calculations under either (xi) or (xii) is increased to 3.2%*
(x)	May 1, 1984	the 2.6% rate used in the calculations under either (xi) or (xii) is increased to 2.9%*
(xi)	May 1, 1980	2.6%*
(xii)	April 30, 1980	the greater of (A) 2.75% of the first \$15,000 of contributions plus 3% of the next \$19,600 of contributions or (B) 2.6% of such contributions*
(xiii)	May 1, 1979	2.75% of the first \$15,000 of contributions plus 3% of contributions in excess of \$15,000, but not less \$35.00 per month or more than \$900.00 per month*
(xiv)	May 1, 1976	2.75% of contributions, but not less than \$35.00 per month or more than \$650.00 per month (increased to \$800.00 on and after May 1, 1977)*

*For those who were also Active Participants on April 30, 1969, the amount will be the greater of the amount calculated according to the applicable formula or 3.5% of the first \$4,300 of such contributions plus 1.5% of contributions in excess of \$4,300.

*

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*

Except as has been hereby amended, the Plan shall remain in full force and effect.
Adopted on December 12, 2018.

SEVENTH AMENDMENT TO THE PENSION PLAN OF THE
CARPENTERS PENSION TRUST FUND – DETROIT AND VICINITY
(AS RESTATED ON OCTOBER 7, 2014)

RE: LIMITATIONS ON ACTIONS AND EXHAUSTION OF INTERNAL REMEDIES

EFFECTIVE: MARCH 1, 2019

RECITALS

WHEREAS, Article X, Section 4 of the Plan document of the Carpenters Pension Trust Fund – Detroit and Vicinity authorizes the Fund’s Trustees to amend the Plan from time to time.

WHEREAS, the Trustees desire to amend the Plan to promote efficiency by requiring that Participants and beneficiaries with claims-related disputes use all applicable Plan administrative remedies benefits and benefits and other contract-based claims to be brought promptly by revising the claims and appeals procedures.

Accordingly, the Plan is amended as follows (additions are in ***bold italicized*** text and deletions are in ~~strikeout~~ text):

*

*

*

ARTICLE IX
APPEALS

*

*

*

Section 9.9 Judicial Review.

(a) A claimant must exhaust all available appeals under this Article prior to filing a civil judicial action seeking external review of any decision(s) rendered by the Trustees. Exhaustion of internal Plan remedies shall be jurisdictional to any judicial action to the extent permitted by ERISA and federal law. In the case of the failure of the Trustees to follow claims procedures consistent with the requirements of ERISA, a claimant shall be deemed to have exhausted the administrative remedies available under the Plan and shall be entitled to pursue any available remedies under Section 502(a) of ERISA, as limited below, on the basis that the Plan has failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim.

(b) A claimant must bring a judicial action for Plan benefits or clarification of a right to future benefits (including, but not limited to, a civil action under Section 502(a) of ERISA) within one (1) year following the final adverse benefit determination. If a final adverse benefit determination is not timely made, the date on which the final adverse benefit determination is deemed to have been made under the Plan shall be the date of the final adverse benefit determination, for purposes of this one (1) year limitation. A failure by a Participant or Beneficiary to file a request for review or appeal from any Plan adverse benefit determination within the time period permitted by the Plan's claims procedures (or regulations governing those claims procedures) is a final adverse benefit determination for purposes of this one (1) year limitation on the day following the last day for timely filing such request for review or appeal

The above one (1) year limitation shall supersede any limitation period otherwise imposed by federal common law, provided the Board of Trustees will be bound by a contrary final judicial determination with respect to a specific claimant, but only with respect to a specific claimant(s), but only with respect that/those specific claimant(s).

After the expiration of the above period, no further action for benefits or clarification to right to future benefits, however characterized or of whatever nature, may be brought by (or on behalf of) such Participant(s) or beneficiary(ies) and such decision, including any adverse benefit determination, will be final and binding. A claimant shall be precluded from presenting evidence in any legal action that was not timely presented to the Trustees as part of the Plan's review process and timely determinations under this Article.

(c) A Participant or Beneficiary who seeks to enforce specific Plan provisions must bring a legal action (including, but not limited to, a civil action under Section 502(a) of ERISA) within one (1) year following the date on which the claim to enforce such provision accrues under federal common law. The above one (1) year limitation shall supersede any limitation period otherwise imposed by federal common law, provided the Board of Trustees will be bound by a final contrary judicial determination with respect to a specific Participant(s) or Beneficiary(ies), but only with respect to the specific Participant(s) or Beneficiary(ies). After the expiration of the above one-year period, no further action to enforce Plan provisions, however characterized or of whatever nature, may be brought and such decision, including any adverse benefit determination, will be final and binding.

(d) Notwithstanding anything in the Plan or Trust to the contrary, the provisions of subparagraphs (a), (b) and (c) above shall be severable and the invalidity of all or part of such provisions shall not affect the validity and enforceability of the remainder of such provisions.

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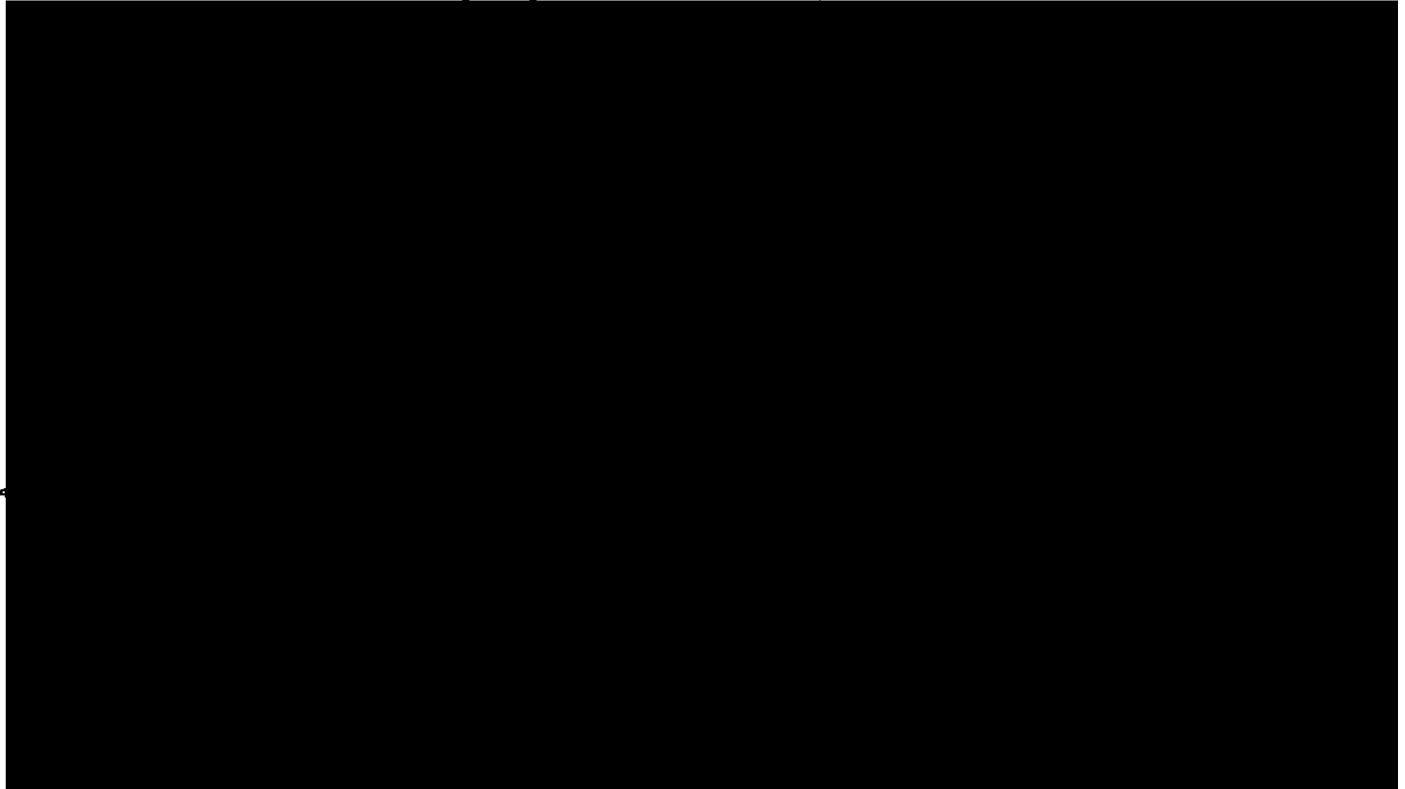
*

Except as has been hereby amended, the Plan shall remain in full force and effect.

Adopted on FEBRUARY 7, 2019.

UNION TRUSTEES

EMPLOYER TRUSTEES



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**EIGHTH AMENDMENT TO THE PENSION PLAN OF THE
CARPENTERS PENSION TRUST FUND – DETROIT AND VICINITY
(AS RESTATED ON OCTOBER 7, 2014)**

RE: TECHNICAL CLARIFICATIONS

EFFECTIVE: OCTOBER 7, 2014

RECITALS

WHEREAS, Article X, Section 4 of the Plan document of the Carpenters Pension Trust Fund – Detroit and Vicinity authorizes the Fund's Trustees to amend the Plan from time to time.

Whereas, the Trustees wish to amend the Plan to provide technical clarifications regarding the early retirement reduction for certain survivor annuities and vesting.

Accordingly, the Plan is amended as follows, effective as of the date set forth above (additions, here added after the second full paragraph of Article X, are in ***bold italicized*** text and deletions are in ~~strikeout~~ text):

* * *

**ARTICLE VI
DEATH BENEFITS**

* * *

Section 6.2 Amount of Active Participant's Death Benefit. The amount and form of payment of death benefit due a Beneficiary of a non-retired Active Participant, shall be determined by the marital status of the Active Participant and the number of Years of Service accrued prior to the date of death, in accordance with the following:

- * * *
- (b) **Married Active Participant Prior to Retirement.** Upon the death of a married, non-retired Active Participant who was not eligible for any retirement benefits at the time of his death, his Spouse shall be eligible for the following death benefits:
- (i) **Vested Participant.** If the Participant was vested in any part of his Accrued Benefit, and died before August 1, 2013, his Spouse shall be eligible to elect either (A) a lump sum death benefit calculated in accordance with Section 6.2(a)(i)(B), or (B) a pre-retirement survivor annuity equal to 100% of the benefit the Participant would have received if he had survived to his earliest retirement age and retired with 100% joint and survivor annuity. Effective for deaths occurring on or after

August 1, 2013, the pre-retirement survivor annuity shall be equal to 50% of the benefit the Participant would have received if he had survived to his earliest retirement age and retired with 50% joint and survivor annuity. For the purpose of determining the appropriate early retirement reduction in the calculation of the pre-retirement survivor annuity, a Participant who was an Active Participant at the time of his death shall be treated as an Active Participant at his earliest retirement age and a Participant who was an Inactive Participant at the time of his death shall be treated as an Inactive Participant at his earliest retirement age. ***Notwithstanding the preceding sentence, the appropriate early retirement reduction for an Active Participant who does not meet the Index 80/85 eligibility requirements under Section 4.1 at the time of his death will be determined pursuant to Section 4.2(c)(ii).*** Effective for deaths occurring on or after August 1, 2013, no additional pre-retirement death benefits will be payable hereunder. The pre-retirement or post retirement survivor annuity shall be the sole benefit provided by the Fund. If the Spouse dies before receiving the pre-retirement survivor annuity, then her beneficiary will receive 100% of the aggregate Employer contributions received on such Participant's behalf, adjusted for the Participant's vested status and subject to any lump sum payment restrictions.

* * *

ARTICLE VII VESTED DEFERRED BENEFITS

* * *

Section 7.1 Vesting. Any Participant who becomes inactive prior to reaching his Normal Retirement Age, shall be vested in his Accrued Benefit, based on the benefit rates in effect at the time such Participant becomes inactive, in accordance with the following vesting provisions:

Years of Vesting Service	Percent Vested
1	0%
2	0%
3	20%
4	40%
5	60%
6	80%
7	100%

~~Any Participant that satisfies the applicable age requirements for a normal retirement benefit shall automatically become 100% vested in his Accrued Benefit, regardless of the number of Years of Vesting Service then accrued.~~ ***Notwithstanding the above, the vesting schedule***

for a Participant who does not work one or more hour(s) on or after May 1, 1997 shall be determined in accordance with the Plan document in effect at the time the Participant becomes an inactive Participant.

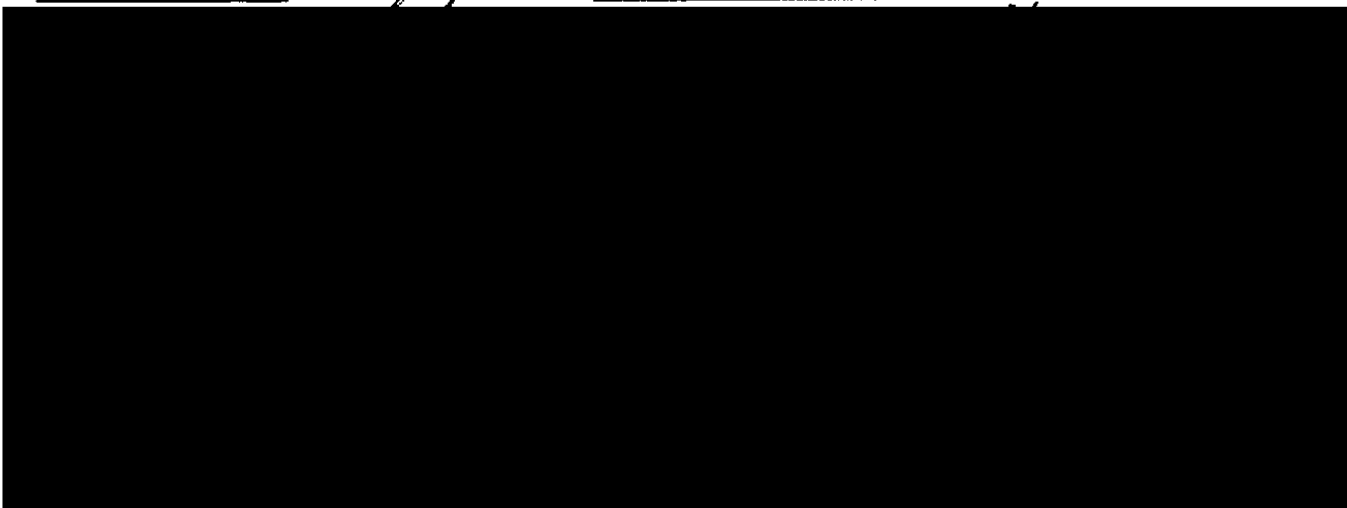
The participant's normal retirement benefit shall become nonforfeitable, based on the lowest non-zero vesting percentage contained in the vesting schedule applicable to the Participant, if the participant is 0% vested when the Participant satisfies all of the requirements for Normal Retirement.

* * *

Except as has been hereby amended, the Plan shall remain in full force and effect.
Adopted on May 15th, 2019.

UNION TRUSTEES

EMPLOYER TRUSTEES



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Michigan Regional Council of Carpenters

PENSION TRUST FUND DETROIT AND VICINITY



Summary Plan Description
January 1, 2017

CPTF-DV000340

CARPENTERS PENSION TRUST FUND - DETROIT AND VICINITY

SUMMARY PLAN DESCRIPTION

Effective January 1, 2017



Prepared by:

NOVARA TESIJA, P.L.L.C.
2000 TOWN CENTER, SUITE 2370
SOUTHFIELD, MI 48075-1314
(248) 354-0380
e-mail: nt@novaratesija.com

**CARPENTERS PENSION TRUST FUND
DETROIT & VICINITY**

SUMMARY PLAN DESCRIPTION

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Dear Participant:

We are pleased to furnish you with this benefit booklet, describing your pension benefits under the Carpenters Pension Trust Fund – Detroit and Vicinity, sponsored by the Michigan Regional Council of Carpenters and various employer associations.

Since this booklet contains important information about your pension and related benefits, we urge you to carefully review the entire booklet so that you can become more familiar with the types and amounts of benefits which may become available to you, or your family, in the future.

Although this booklet provides accurate and essential information about your Pension plan, you should understand that it is not a complete description. **If there is ever a conflict between this booklet and the pension plan, the plan document will control.**

Your booklet has been prepared in such a manner that we hope it will be easily understood. However, because some of the provisions of the Plan are complex, they cannot be fully described in simple terms and there may be certain portions that you do not completely understand. If this occurs, please feel free to contact the fund office for an explanation, or for additional information.

We will make every effort to continue to administer your pension plan in such a way that it can have the greatest benefit for you and your family in future years. We hope that the pension plan will allow you to remain financially secure during your retirement years.

You will be notified of any future material changes to this booklet. In the meantime, after you have reviewed the booklet, we urge you to keep it in a safe place for future reference.

*Board of Trustees
Carpenters Pension Trust Fund -
Detroit and Vicinity*

SECTION I

INTRODUCTION TO YOUR PLAN

The Carpenters Pension Trust Fund- Detroit and Vicinity, sometimes referred to as the Pension Fund or Fund throughout this document, is a defined benefit pension plan. This means that you earn the right to receive a monthly benefit payment from the Pension Fund upon reaching retirement age. A defined benefit pension fund locks in your monthly pension benefit payment guaranteeing you the right to receive a specific dollar amount once you have met the pension fund's requirements. Even if the pension fund becomes insolvent, you are still guaranteed to receive a portion of your benefit through insurance coverage provided by the Pension Benefit Guaranty Corporation.

Before reviewing the details of the Pension Fund's operation, it is worthwhile for you to have a basic overview of how the plan works. You must first meet the requirements for becoming a plan Participant by working a sufficient number of hours for an employer that is required to make contributions on your behalf. After you become a plan Participant, you begin earning your monthly benefit amount, referred to as your accrued benefit. Your accrued benefit is a percentage of the contributions made by your employers. You are not, however, entitled to receive an accrued benefit until you meet the Pension Fund's vesting requirements. For each year during which you are credited with a sufficient number of hours, you will earn a vesting year. When enough vesting years are earned, you will be entitled to receive benefits at retirement age even if you do not perform additional work. The more vesting years you earn, the greater the percentage of your accrued benefit you are entitled to receive at retirement age.

Under the terms of the plan you may also become eligible to receive early retirement or disability benefits. Eligibility for these benefits is generally contingent upon the number of credit years that you have earned. Credit years differ from vesting years. In order to earn a credit year you must perform sufficient hours of service for an employer that is obligated to make contributions on your behalf. In contrast, a vesting year may be earned for contingent service with an employer otherwise obligated to make contributions to the Pension Fund, but not for the particular work that you are performing.

A more detailed description of these provisions follows below, but we hope that this overview helps you find the information that you need.

SECTION II

GENERAL PLAN INFORMATION

2.1 GENERAL PLAN INFORMATION

The Carpenters' Pension Trust Fund-Detroit and Vicinity was created through collective bargaining, and is a defined benefit pension plan, which is subject to the Employee Retirement Income Security Act of 1974 (ERISA). It is sponsored by your Union and participating employers and administered by a Board of Trustees. Half of the Trustees are designated by the Sponsoring Employer Associations, and the other half of the Trustees are designated by the Michigan Regional Council of Carpenters.

Regular payments are made by your employer on your behalf to the Fund. The amount of contributions is based on rates negotiated through collective bargaining based upon the number of hours

that you work and the gross wages that you receive. These employer contributions are the foundation of the Pension Fund.

Participants and beneficiaries may receive from the Plan Administrator, 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. The Plan is maintained pursuant to various collective bargaining agreements, and a copy of the agreements may be obtained by Participants and beneficiaries upon written request to the Plan Administrator, and is available for examination by Participants and beneficiaries, as required by 29 CFR §§ 2520.104b-1 and 2520.104b-30.

The Fund is administered by a third party Plan Administrator pursuant to a contractual agreement, whose information is below.

A complete list of the employers and employee organizations sponsoring the Plan may be obtained by Participants and Beneficiaries upon written request to the Plan Administrator, and is available for examination by Participants and Beneficiaries. Participants and Beneficiaries may receive from the Plan Administrator, upon written request, information as to whether a particular Employer is a sponsor of the Plan and, if the Employer is a plan sponsor, the sponsor's address.

Your Plan's Federal Tax Identification Number is 38-6242188. The Plan number is 001.

2.2 PLAN ADMINISTRATOR INFORMATION

The Plan is administered by the Trustees who have retained the following Plan Administrator:

BeneSys, Inc.
P.O. Box 4540
Troy, MI 48099-4540
Phone (248) 641-4950
Fax (248) 813-9898
Toll Free (800) 572-2525

The Plan Administrator keeps the records of the Plan and is responsible for its administration. The Administrator will answer any questions you may have about your Plan.

2.3 PLAN TRUSTEE INFORMATION

Employer Trustees

Robert Halik
Turner-Brooks, Inc.
28811 John R., P.O. Box 71425
Madison Heights, MI 48071-0425
(248) 548-3400

Steve Strzalkowski
Starky's Construction
P.O. Box 127
New Baltimore, MI 48047
(586) 648-6372

Union Trustees

Michael Jackson, Sr.
Michigan Regional Council of Carpenters
400 Renaissance Center, Suite 1010
Detroit, MI 48243
(313) 832-1595

Dick Reynolds
Michigan Regional Council of Carpenters
400 Renaissance Center, Suite 1010
Detroit, MI 48243
(313) 832-1595

Thomas M. Woodbeck
Overhead Conveyor Company
1330 Hilton Road
Ferndale, MI 48220
(248) 547-3800

Rich Williamson
Interior Systems Local 1045
23401 Mound Road
Warren, MI 48091
(586) 756-2111

Ron Urbanczyk
Huron Acoustic Tile Co.
P.O. Box 46445
Mt. Clemens, MI 48046
(586) 783-1625

Michael Barnwell
Millwrights Local 1102
23401 Mound Road
Warren, MI 48091
(586) 756-3610

Todd Doenitz
Barton Malow Company
26500 American Drive
Southfield, MI 48034
(248) 624-1565

Bart Nickerson
Michigan Regional Council of Carpenters
400 Renaissance Center, Suite 1010
Detroit, MI 48243
(313) 832-1595

2.4 LEGAL COUNSEL

Novara Tesija, P.L.L.C.
2000 Town Center, Suite 2370
Southfield, MI 48075-1314
Phone (248) 354-0380
Fax (248) 354-0393

2.5 SERVICE OF LEGAL PROCESS

BeneSys, Inc., the Plan Administrator, has been designated as the recipient for service of process:

BeneSys, Inc.
700 Tower Drive, Suite 300
Troy, MI 48098-2808

Service of legal process may also be accomplished upon any Plan Trustee.

2.6 PARTICIPANT STATEMENTS

To enable you to check on your contributions, the Trustees have instructed the Pension Fund office to send monthly notices of contributions to you. These notices should show the amount of contributions received on your behalf by the Pension Fund. Normally, the notices are mailed about the middle of the month following the month in which the contributions are received and recorded. For example, if you work in June for an Employer, those contributions are due in July and you should receive your monthly notice showing receipt of such contributions about the middle of August.

If no notice is received for a month in which you worked, it may be that your Employer did not submit a timely payment or did not furnish your correct Social Security number on the reporting form. In any event, it is in your best interest to check on the matter immediately so that, if contributions have been made, they will be properly credited to you and, if they have not been made, timely action can be taken to attempt to collect them from your Employer.

You will also be provided with a statement of benefits at least once each calendar year, or at such other intervals as may be required by the law.

2.7 GOVERNMENT INSURANCE

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 current maximum benefit is: (1) 100% of the first \$11 of the monthly benefit rate, plus (2) 75% of the next \$33 of the monthly benefit rate, times (3) your years of service. The PBGC's maximum guarantee limit is \$35.75 per month multiplied by a Participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870. These amounts change from time to time.

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 disability and death benefits, vacation pay, and severance pay.

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

2.8 RECIPROCITY ARRANGEMENTS AND OTHER FUNDS

The Carpenters' Pension Trust Fund - Detroit and Vicinity participates in two basic types of reciprocity arrangements with other pension plans like this:

- a. **Money follows the Man:** Under the so-called "money follows the man" reciprocity arrangements, contributions earmarked for transfer to your Home Fund are sent so that you receive credit for the transferred contributions in your Home Fund, under that Fund's rules.

Generally, you must request the transfer to be made on your behalf, and you must do so promptly after you have worked in the jurisdiction of another Fund. Transfer request forms are available from your Local Union, the Michigan Regional Council of Carpenters, or the Fund Office.

- b. **Pro Rata:** Under the International Union's pro-rata agreement, if you work in the jurisdiction of another pension plan or plans which are party to that agreement, you may be entitled to receive a partial pension from each such plan at retirement. No contributions are transferred under this arrangement since all signatory plans give you a partial pension, but count your total vesting years accrued under all of the signatory plans. ***Note that vesting years, not credit years, are counted. Thus, this service will not be counted towards eligibility for early retirement or disability benefits.***

This Fund also maintains an automatic reciprocity arrangement with the Michigan Carpenters Pension Fund that specifically covers uncredited contributions. The Trustees are always evaluating reciprocity arrangements with other pension plans. If you wish to know if there is any reciprocity arrangement with any other particular pension fund or have any questions about reciprocity, please contact the Fund Office.

2.9 FINANCING AND FUNDING MEDIUM

Participating employers make contributions on your behalf for all eligible work, and those contributions, along with investment returns, pay for all retirement benefits. The Fund is administered by the Trustees to invest contributions to the Plan and to pay benefits as they become due. Your benefits are paid by the Fund. The Fund's assets are held in trust by the Trustees.

2.10 TERMS AND DEFINITIONS

Before we can talk about the benefits available from this Pension Trust Fund, we need to be sure that we all have a common understanding of some of the words and phrases that will be used throughout this booklet. These terms and their definitions are important because they will often contain restrictions that may affect your eligibility, or the calculation and payment of your benefits.

- a. **ACTIVE PARTICIPANT:** An Active Participant is an Employee who has acquired, or is in the process of acquiring eligibility to receive benefits according to the terms of the Pension Plan and has not suffered a two-year break in service.
- b. **CONTRIBUTING EMPLOYER:** A contributing Employer is any company whose scope of work falls under the jurisdiction of the Michigan Regional Council of Carpenters and has agreed to make contributions to the Pension Fund. Any Participant may receive, upon written request to the Fund Office, information about whether a particular Employer is contributing to the Pension Fund and, if so, the Employer's address. The union, association and other fringe benefit funds can also be contributing Employers.
- c. **CREDIT YEAR:** Your eligibility for certain retirement benefits is determined by the number of credit years that you earn. For each Plan Year in which you work 435 or more hours of service, ***or*** for which contributions are required to be made to the Pension Fund, you will earn one credit year. No more than one credit year may be accrued in a single plan year. Credit years, as compared to vesting years (defined later) are principally used to determine eligibility for early retirement and disability benefits.

- d. **CREDITED EMPLOYER CONTRIBUTION:** Credited Employer contributions are dollars and hours which are credited by the Fund on your behalf for purposes of determining the amount of your benefit. Not all service results in credited Employer contributions, as explained later.
- e. **HOURLY SERVICE:** An hour of service is an hour with which you are credited under the Plan, as a result of work for a contributing Employer. It is a legal term used to comply with certain federal regulations. For every 435 hours of service performed by you, you will be credited with a year of vesting service. Keep in mind that in addition to vesting service, the Pension Fund also keeps track of credited service. The main difference is that hours of service for which Employer contributions are paid, (or required to be paid) are generally counted towards credited service. Vesting service, on the other hand, takes into consideration not only those hours of service, but also hours of service that you may perform in what is known as “contiguous” service, i.e., certain types of work for which no contributions are required to be made. Hence, it is possible to accrue a year of vesting service, but not a full year of credited service, because of the difference in how the two types of service are treated.
- f. **INACTIVE PARTICIPANT:** An Inactive Participant is a person who was an Active Participant, but has left employment that is covered by the Plan (performed no hours of service in such employment) for two consecutive plan years. As an Inactive Participant, you do not terminate your participation in the Plan unless you suffer a permanent break in service –i.e., earn less than 435 hours of service in each of five consecutive plan years.
- g. **PENSION PLAN:** The Pension Plan is the written document (together with all previous plans, amendments, modifications and policies) which has been developed by the Trustees and which determine the benefit rights of Active Participants, Inactive Participants, retirees, and their beneficiaries.
- h. **PLAN YEAR:** The Plan Year is a consecutive 12 calendar month period which is used for Plan record keeping. It begins on May 1 and ends on the following April 30 of every year.
- i. **VESTING YEAR:** Vesting refers to the portion of your benefit that you will be entitled to receive at retirement, if you leave covered employment before that time. Each Plan Year during which you earn 435 or more hours of service (in covered employment and contiguous service discussed earlier) you will be credited with one vesting year.

SECTION III **PLAN PARTICIPATION**

Before you begin earning benefits, you must first become a Plan Participant. There are a number of different Participant classifications. Depending upon the number of hours worked and whether contributions were required for the work, your participation classification may change. The following rules apply in order to qualify for participation in the Plan:

3.1 QUALIFICATION

If you are represented by the Michigan Regional Council of Carpenters, or one of its affiliated locals, and the Collective Bargaining Agreement covering you requires that your Employer contribute to this Pension Fund, you become a Participant in the Plan when you meet the following eligibility requirements to become an Active Participant. Once you become an Active Participant you will begin earning the right to receive future benefits from the Fund.

3.2 ACTIVE PARTICIPANT

You will become an Active Participant when you have worked a total of 870 hours of credited service in any two consecutive Plan Years for an Employer or Employers that are required to make contributions to the Pension Fund for the work that you are performing. You will be considered an Active Participant on the first day of the two year period in which you meet the hour requirement. So, if you work 870 hours between May 1, 2015 and April 30, 2017, you will be considered a Participant as of May 1, 2015.

3.3 INACTIVE PARTICIPANT

If, after becoming an Active Participant, you do not earn any hours of credited service for two consecutive plan years, you are considered to be an Inactive Participant at the end of the second such Plan Year. You will not be considered an Inactive Participant, however, if you failed to accrue the necessary hours of credited service for those two Plan Years because you are disabled and are receiving disability benefits from this Fund. Inactive Participant status means that the only benefits that you are eligible to receive are those benefits in which you are fully or partially vested, calculated in accordance with the terms of the Plan in effect at the time that you become inactive, to the extent the Plan is not otherwise amended.

3.4 TERMINATED PARTICIPANT

If you are an Active or Inactive Participant who is not partially or fully vested and you accrue five consecutive non-credit years you will be considered to have terminated your participation in the Plan. A non-credit year is also referred to as a break in service. Each Plan Year during which you earn less than 435 hours of service will be a non-credit year.

3.5 VESTED DEFERRED PARTICIPANT

If you are partially or fully vested in any portion of your accrued benefit, and accrue two consecutive Plan Years with no hours of credited service, you will be considered a vested deferred Participant, meaning you will be eligible to receive pension benefit payments at a later date, regardless of whether you ever perform further work for which contributions are required to be made to the Fund.

3.6 ALUMNI EMPLOYEES

When you leave employment covered by the Plan, but continue to work for a contributing Employer, you may be allowed to continue participating in the Plan as a so-called "alumni employee," provided that you had at least one year of credited service as an Active Participant and that your Employer has signed an alumni participation agreement with the Fund. A number of restrictions apply to such participation by alumni employees, which are described in the Employer's participation agreement.

3.7 MERGED PLANS

If you participated in another pension plan that has merged with this Plan, your pre-merger participation, eligibility and benefits will be governed by such merged plan as it existed on the merger date. Post-merger benefits are determined under this Plan.

3.8 PRIOR PLANS

When you lose your Active Participant status, your eligibility and benefit rights will be determined under the terms of the Plan as it existed at the time you ceased being an Active Participant, to the extent the Plan is not otherwise amended.

SECTION IV VESTING

The Plan uses a number of rules to determine if you are vested in the amount of your retirement benefit. Once you are vested in your benefit amount, you will be entitled to receive that benefit when you reach retirement age regardless of whether you perform further service.

4.1 VESTED SERVICE

Vested service means that you have earned the right to certain benefits which can never be taken away from you, even if you stop working for contributing Employers and leave the trade. If you become an Inactive Participant, the Fund will, upon application, determine for you the exact amount of the benefits in which you are vested.

4.2 VESTING YEAR

You accrue a vesting year for each year that you earn at least 435 hours of service in covered employment, for which contributions are required to this Plan by a contributing Employer. Certain non-covered employment, such as work for one or more contributing Employers which is outside of the bargaining unit represented by the Michigan Regional Council of Carpenters, or for an Employer which has a Collective Bargaining Agreement with the Michigan Regional Council of Carpenters, but is not required to contribute to the Fund, will also be taken into account for vesting purposes (but not for credited service purposes). Work in such non-covered employment is known as contiguous service. This is the only instance in which non-covered employment counts under the Plan.

4.3 VESTING

The percentage of your benefit to which you will be entitled if you terminate your participation in the Pension Plan before becoming eligible for retirement benefits depends on the number of years of vesting service that you had accrued at the time you became an Inactive Participant, or if you are an Active Participant, at the time that you retire. Effective on May 1, 1997, the following vesting rates apply to all Active Participants and Inactive Participants who are at least partially vested and return to covered employment on or after that date:

Years of Vesting Service	Vesting Schedule (effective On or After 5/1/97)
1	0%
2	0%
3	20%
4	40%
5	60%
6	80%
7	100%

Example:

Assume that you work on or after May 1, 1997, for various contributing Employers for six plan years and accumulate six vesting (and credit) years and then you stop working with the tools and become a superintendent for a contributing Employer. You work 435 or more hours in that capacity (non-covered employment) in each of the next two Plan Years before you go to work in some other industry.

At the time you stopped working with the tools, you are 80% vested because you earned six vesting years – see the vesting schedule above. If your total accrued monthly benefit is \$1,000.00, then the amount in which you are vested at that time is \$800.00 (80% of \$1,000.00). Because you accrue two more vesting years (but not credit years) as a superintendent, even though no additional contributions are received, you now have eight vesting years when you leave the industry and the amount in which you are then vested is \$1,000.00 (100% of \$1,000.00). Unless you return to work for a contributing Employer, \$1,000.00 will remain your basic vested monthly benefit amount, which may be subject to further adjustment for early retirement or survivor benefits, when you retire.

4.4 CREDITED SERVICE

Your eligibility for retirement benefits is determined by the number of credit years you earn. For each Plan Year in which you work 435 or more hours, covered by the Union's Collective Bargaining Agreement, which requires contributions to this Pension Fund, you will earn one credit year. No more than one credit year may be accrued in a single Plan Year. No contiguous service, i.e., employment for which no contributions are due, will be considered for credited service purposes. Such contiguous service is only considered for vesting purposes, as explained earlier. An exception is made for service earned in Canada, between January 1, 1974 and December 31, 1976, as more specifically described in the Pension Plan.

4.5 **NON-CREDIT SERVICE**

Each Plan Year in which you accrue fewer than 435 hours of credited service in covered employment and, therefore, fail to earn a credit year, is a non-credit year. If you accrue five consecutive non-credit years, you will suffer a permanent break in service. Your non-vested credit years will then be canceled and you will no longer be considered a Participant. You will not accrue a non-credit year if the reason that you do not work in covered employment is because (a) you are serving in the armed forces of the United States or (b) you are employed by the Michigan Regional Council of Carpenters, any of its affiliated Locals, an unaffiliated labor organization or the state or federal Department of Labor. Absences related to disability, military service, pregnancy, childbirth or adoption of a child will ordinarily not result in a non-credit year being accrued, but it is necessary that you notify the Fund Office 90 days in advance of any such absence or, if you can show good cause for the delay, later (but no more than 30 days after the end of the Plan Year in which the absence occurred).

4.6 **REEMPLOYMENT**

When you are no longer an Active Participant, there are a number of ways that you can restore your pre-break service and benefits, depending upon your particular classification.

- ∞ **Inactive Participant:** If you are no longer an Active Participant, but have not suffered a permanent break in service (i.e., have not suffered five consecutive one year breaks in service) or received a cash-out benefit, you can become an Active Participant again by earning at least 435 hours of credited service in a two consecutive Plan Year period. You shall become an Active Participant retroactive to the first day of the first Plan Year of that two consecutive Plan Year period. Your pre-break vesting and credited service will be restored if you reactivate participation in the Plan before suffering a permanent break in service.
- ∞ **Terminated Participant:** If you have suffered a permanent break in service (i.e., suffered five consecutive one year breaks in service) before becoming partially or fully vested, you can become an Active Participant again by earning at least 870 hours of credited service in any two consecutive Plan Years. Your pre-break vesting and credited service will be restored only if you earn at least three years of vesting service after becoming an Active Participant, or you accrue at least 5,000 hours of credited service before suffering another permanent break in service, whichever occurs first.
- ∞ **Pre-ERISA (May 1, 1976) Cashout:** -If a Former or Terminated Participant who had accrued at least 435 Hours of Service in any one Plan Year prior to May 1, 1976, becomes an Active Participant on or after May 1, 1996, he may reinstate all forfeited Years of Vesting and Credited Service accrued prior to May 1, 1976. All Employer contributions made on such Participant's behalf prior to May 1, 1976, that were not previously distributed to him as a "cash-out" benefit, will be taken into account for purposes of benefit calculations hereunder. Those contributions which were cashed out need not be repaid, nor will they be considered for benefit calculation purposes hereunder.

- ∞ **Post-ERISA (May 1, 1976) Cashout:** If you received a lump sum disability or deferred vested payment on or after May 1, 1976, you may be eligible to reinstate your Years of Credited Service and employer contributions. You must return to covered employment and perform 435 Hours of Credited Service in a Plan Year on or after May 1, 1987. In addition, you must repay the amount of the lump sum payment, with 5% interest compounded annually, from the date of payment to the date of repayment. Repayment must be made before you accumulate five consecutive Years of Credited Service.
- ∞ **Vested Deferred:** A fully or partially vested Participant who loses his Active Participant status will become an Active Participant again upon earning at least 435 hours of credited service in any one Plan Year, and all pre-break vesting and credited service will then be taken into account as if he never ceased being an Active Participant. Vested deferred Participants who fail to cure a break in service by working 435 hours in the two years prior to their retirement will have their retirement benefit amount reduced at the rate of 5/9% per month (6.67% per year) for each month before age 65.

4.7 VESTING AND INACTIVE PARTICIPATION

When you become an Inactive Participant, you may be entitled to receive either a lump sum payment or a deferred benefit when you reach normal retirement age and make the appropriate application.

If the lump sum equivalent of your basic vested amount is less than \$5,000, upon proper application, the Fund will pay you the lump sum benefit when you become eligible. If the lump sum equivalent is \$5,000 or more, you are only eligible to receive your vested monthly benefits (not lump sum) when you meet the requirements for either normal or early retirement benefits, as in effect when you ceased being an Active Participant. If you become an Inactive Participant, you should file an application with the Fund, which will provide you with a statement showing the exact amount of benefits in which you are vested as soon as the amount can be determined.

4.8 MILITARY SERVICE

If you are a member of the military, including a reservist or national guardsman and are called to active service for at least three consecutive months, but not more than five years, then return to work within 12 months after your active service ends (three months in case of National Guard Service), you will be given credit for such service for pension purposes. The credit you are given will be based on the average number of hours you worked each month during the three plan years or the 12-month period just before you entered the service, whichever number is higher. If you first participated in the Plan for less than three Plan Years before you entered such service, then your credit will be based on the monthly average for the time you participated or the 12-month period just before you entered the service, whichever number is higher. Your vesting years and benefit credit will be calculated as though you had worked those hours for a contributing Employer and contributions had been received by the Fund while you were in military service. You will have to give the Fund Office a copy of your discharge papers and supply other information which may be needed to verify that you qualify for such military service credit.

For all death and survivor benefits available under the Plan, an Active Participant who enters military service and then dies while on qualified military leave shall be treated by the Plan as having been actively employed at the time of his or her death.

SECTION V **BENEFIT ACCRUAL**

The amount of your monthly normal retirement benefit is a percentage of the total amount of your credited Employer contributions. Depending upon the period during which these contributions were earned, a different percentage rate (or amount) will be applied to credited contributions for that period.

Beginning on June 1, 2006, a percentage of hourly contributions paid by your Employer during each Plan Year are deemed uncredited to ensure that the Pension Fund is well-funded in future years. The following percentages (or amounts) of the hourly contributions owed or paid by your Employer are not considered for benefit calculations (non-credited contributions). The specific percentage of non-credited contributions depends upon the applicable year and the applicable Collective Bargaining Agreement. The following chart summarizes the non-credited percentages:

	6/1/06 to 5/30/07	6/1/07 to 5/30/08	6/1/08 to 5/30/09	6/1/09 to 5/30/10	6/1/010 to 5/30/11	6/1/11 to 5/30/12 *	6/1/12 to 5/30/13	6/1/13 and Thereafter 11
Commercial	22%	16% ¹	23% ³	37% ⁶	45% ⁸	52%	56.75%	61%
Display	22%	16% ¹	23% ³	37% ⁶	45% ⁸	52%	56.75%	61%
Floorlayers	22.5%	16.5% ¹	28% ⁴	42% ⁷	51% ⁹	56%	60.75%	61%
Millmen	22%	35%	45%	45%	50%	50%	55.00%	61%
Millwrights	23%	17% ^{1,2}	23.5% ^{3,5}	37.5% ^{5,6}	46% ¹⁰	52%	57.50%	61%
Roadbuilders	23%	17% ¹	23.5% ³	37.5% ⁶	46% ⁸	53%	57.75%	61%
All Others	22%	35%	45%	45%	50%	50%	55.00%	61%
Residential	22%	35%	45%	45%	50%	50%	55.00%	61%
Poured Wall	22%	35%	45%	45%	50%	50%	55.00%	61%

*No maximum non-credited contribution is in effect for benefits accrued on or after June 1, 2011.

1. Up to a maximum of \$1.00 per hour.
2. Millwright agreements with an increase in contributions of less than \$1.75 per hour will be 35% non-credited with no maximum non-credited amount.
3. Up to a maximum of \$1.85 per hour.
4. Up to a maximum of \$2.00 per hour.
5. Millwright agreements with an increase in contributions of less than \$1.75 per hour will be 45% non-credited, with no maximum non-credited amount.
6. Up to a maximum of \$3.60 per hour.
7. Up to a maximum of \$3.75 per hour.
8. Up to a maximum of \$5.15 per hour.
9. Up to a maximum of \$5.30 per hour.
10. Up to a maximum of \$5.15 per hour, except that if the agreement does not provide for a contribution increase of at least \$1.55 per hour, contributions will be 50% non-credited with no maximum non-credited amount.
11. Residential and Poured Wall, effective August 1 of each year.

After the credited contribution amount is determined for each period of participation, that amount is multiplied by the appropriate percentage specified in the following benefit accrual rate chart to

determine the monthly benefit amount before any adjustments for the form of benefit payment that you choose.

	For Participants who were Active on or after the following date:	An amount equal to the following percent of total credited Employer contributions for the Participant:
(i)	May 1, 2007	1% for accrued hours on or after May 1, 2007, plus (ii)
(ii)	May 1, 2004	3% for accrued hours on or after May 1, 2004 but prior to May 1, 2007, plus (iii)
(iii)	May 1, 1997	4.3% for all hours prior to May 1, 2004
(iv)	May 1, 1992	3.9% for all hours prior to May 1, 1997
(v)	May 1, 1990	3.85% for all hours prior to May 1, 1992
(vi)	May 1, 1989	3.4% for hours prior to May 1, 1985, plus 3.7% for hours on or after May 1, 1985
(vii)	May 1, 1987	3.4% for hours prior to May 1, 1985, plus 3.6% for hours on and after May 1, 1985
(viii)	May 1, 1986	3.2% for hours prior to May 1, 1985, plus 3.4% for hours on and after May 1, 1985*
(ix)	May 1, 1985	the 2.6% figure used in the calculations under either (xi) or (xii) is increased to 3.2%*
(x)	May 1, 1984	the 2.6% figure used in the calculations under either (xi) or (xii) is increased to 2.9%*
(xi)	May 1, 1980	2.6%*
(xii)	April 30, 1980	the greater of (A) 2.75% of the first \$15,000 of contributions plus 3% of the next \$19,600 of contributions or (B) 2.6% of such contributions*
(xiii)	May 1, 1979	2.75% of the first \$15,000 of contributions plus 3% of contributions in excess of \$15,000, but not less \$35.00 per month or more than \$900.00 per month*
(xiv)	May 1, 1976	2.75% of contributions, but not less than \$35.00 per month or more than \$650.00 per month (increased to \$800.00 on and after May 1, 1977)*

* For those who were also Active Participants on April 30, 1969, the amount will be the greater of the amount calculated according to the applicable formula or 3.5% of the first \$4,300 of such contributions plus 1.5% of contributions in excess of \$4,300.

The benefit amount derived by using the benefit accrual rates set forth above assumes that you will be paid in the Single Life Benefit form, explained in Section VI. While you will not necessarily elect to receive your benefit in that form, benefits are initially calculated with the assumption that you will receive a Single Life Benefit.

SECTION VI

TYPES OF BENEFITS

If after reviewing the eligibility requirements you believe you are entitled to begin receiving benefits, you should contact the Pension Fund Office at 248-641-4950 or 1-800-572-2525 and request an application.

6.1 NORMAL RETIREMENT BENEFITS

a. ELIGIBILITY:

You are eligible for a normal retirement benefit if you: (a) retire while you are an Active Participant; and (b) are at least 65 years old or, you reach the fifth anniversary of the date upon which you commenced participation, whichever is later. Payment of any benefits to which you are entitled will begin after you actually retire from covered or non-covered employment in the industry.

b. BENEFIT FORMS:

There are five benefit payment forms available to you, each of which will be explained in more detail later. The monthly amount of your benefit depends upon the form that you select. Once the Fund has made a benefit payment and the payment is cashed, no change in the form of benefit is allowed. The normal form of benefit for an unmarried Participant is called the Single Life Benefit. The normal form of benefit for a married Participant is called the 50% Joint and Survivor Benefit. The other three forms are the optional 75% or 100% Joint and Survivor Benefit and the Life-Ten Year Certain Benefit. A brief description of each benefit form follows.

c. BENEFIT SELECTION:

If you are unmarried, you may choose to receive your benefit in the Life-Ten Year Certain form instead of the Single Life form. If you are married, you may choose to receive your benefit in the 75% or 100% Joint and Survivor form instead of the 50% Joint and Survivor form, with spousal consent. Likewise, if your spouse consents to waive all rights to your retirement benefits, you may choose to receive your benefit in the Life-Ten Year Certain or the Single Life form.

d. SPOUSAL CONSENT:

If you are married, you and your spouse must sign forms which are available at the Fund Office in order to select one of the optional forms of benefits. The forms must generally be signed within 180 days (or even as close as seven days with the execution of appropriate forms) prior to the start of your benefit payments and the signatures must be witnessed by an authorized agent of the Plan or a notary public.

e. SINGLE LIFE BENEFIT:

The Single Life Benefit is the Plan's basic formula amount, for single individuals, or as an option for married Participants. This benefit is payable each month for the rest of your life. It provides the highest monthly pension, but does not have the possibility of continuing monthly payments to someone else after your death, which is a feature that all of the other options have.

- ∞ **SINGLE LIFE BENEFIT CALCULATION** - If you are an Active Participant on or after May 1, 1997, your monthly normal retirement benefit under the Single Life Benefit form will be calculated by applying the appropriate benefit accrual rate(s) to the credited Employer contributions earned during each time period referenced in the benefit accrual section as a result of hours of credited service performed by you from the time that you joined the Plan. In case you terminated your participation and did not reinstate your pre-break service, the benefit rates in effect at the time that you became inactive will be used to calculate your benefit amount.

f. **50% JOINT AND SURVIVOR BENEFIT:**

If you are married at the time that you retire and apply for benefits, the 50% Joint and Survivor Benefit is the form of pension that you will automatically receive, unless you choose one of the other options and your spouse consents to such election. A reduced benefit, calculated as described later in this booklet, is payable to you each month for the rest of your life. The reduction factors are established by the Fund's actuary and take into account the fact that a benefit payment obligation to your spouse remains even after your death. The tables that apply to this, or any other benefit, may be changed from time-to-time, as proposed by the actuary or required by law.

If your spouse survives you, your spouse will then receive 50% of the amount that you had been receiving for the rest of your spouse's life. If you survive your spouse, your monthly benefit amount will be adjusted to eliminate this reduction factor, using the benefit formula that was in effect at the time that you retired, plus any benefit adjustments for retirees effective on or after your retirement date. Your adjusted future benefits (no retroactive adjustment) will start on the first day of the month following your spouse's death, and be paid for the rest of your life. This is called a "pop-up", since your benefit is restored (or popped up) to the Single Life Form even though you initially chose the 50% Joint and Survivor form.

It is important to understand, however, that the only surviving spouse to whom the survivor portion of the benefit is payable is the person who was your legal spouse at the time that you retired. Be sure, however, to read the section on Qualified Domestic Relations Orders, which may apply to you in case of divorce, and will control who will be considered as your spouse for benefit payment purposes.

- ∞ **50% JOINT AND SURVIVOR BENEFIT CALCULATION** - Your monthly retirement benefit under this option is calculated by determining the amount of your Single Life Benefit and then reducing it by using an actuarial table which takes into account your age, your spouse's age and your life expectancies. The following example is a portion of the table that is used in these calculations:

∞ **FACTORS FOR 50% JOINT AND SURVIVOR BENEFIT -**

Age of Spouse	Participant's Age at Retirement		
	55	60	65
52	92.13%	88.49%	83.64%
55	93.05%	89.68%	85.09%
58	93.97%	90.89%	86.61%
61	94.85%	92.09%	88.17%
64	95.68%	93.26%	89.73%
67	96.44%	94.36%	91.25%

To find the appropriate reduction factor that will apply, look at the “Participant’s age” column, then find your spouse’s age in the column on the left and locate the percentage figure shown where those two intersect. Your monthly benefit will be equal to that percentage of the Single Life Benefit that is otherwise due you, and your spouse is then eligible for 50% of that reduced amount for the rest of her life.

Example:

Assume that you are 65 and your spouse is 61 and that your Single Life Benefit amount is \$2,150.00. Looking at the table, you go down the column labeled with your age (65) until you get to the line which corresponds with your spouse’s age (61). There you will find a factor of 88.17%. This means that, if you choose the 50% Joint and Survivor Benefit form, you will receive \$1,895.66 each month (88.17% of \$2,150.00) and, upon your death, your surviving spouse will receive 50% of that amount, or \$947.83, each month for the rest of your spouse’s life. The factor tables are provided to the Fund by its actuary. In using these tables, the ages to be considered are those at the nearest birthday of the participant and the spouse, respectively.

g. **75% JOINT AND SURVIVOR BENEFIT:**

The 75% Joint and Survivor benefit was added on January 1, 2002, and is calculated in the same way as the 50% Joint and Survivor Benefit, except that the reduction factor is greater, to reflect the higher percentage of your benefit amount payable to your surviving spouse after your death. Here, your surviving spouse receives 75% of the benefit that you receive before your death, rather than the 50% benefit discussed in the previous example.

- ∞ **75% JOINT AND SURVIVOR BENEFIT CALCULATION -** Your monthly retirement benefit under the 75% Joint and Survivor Benefit option is also calculated by figuring out what your Single Life Benefit is and then reducing it by using a table similar to the 50% Joint and Survivor Benefit table, but with different reduction factors. The following is a portion of the table used in these calculations:

∞ **FACTORS FOR 75% JOINT AND SURVIVOR BENEFIT -**

	Participant's Age at Retirement		
Age of Spouse	55	60	65
52	88.64%	83.67%	77.32%
55	89.93%	85.27%	79.19%
58	91.22%	86.93%	81.18%
61	92.47%	88.59%	83.25%
64	93.66%	90.22%	85.35%
67	94.76%	91.78%	87.42%

Example:

Let's use the same assumptions as in the 50% Joint and Survivor Benefit example. You are 65, your spouse is 61 and your Single Life Benefit amount is \$2,150.00. You go down the column in the table labeled with your age (65) until you get to the line which corresponds with your spouse's age (61). There you will find a factor of 83.25%. This means that, if you choose the 75% Joint and Survivor Benefit, you will receive \$1,789.87 each month (83.25% of \$2,150.00) for the rest of your life and, upon your death, if your spouse survived you, your spouse will receive \$1,342.41 each month for the rest of your spouse's life. Note that the percentage of benefit payable to you is lower (83.25% versus 88.17% in the first example) since here the spouse will receive a much greater benefit (\$1,342.41 versus \$947.83 in the first example).

h. **100% JOINT AND SURVIVOR BENEFIT:**

The 100% Joint and Survivor benefit is calculated in the same way as the 50% and 75% Joint and Survivor Benefit, except that the reduction is greater yet, to reflect the higher benefit amount payable to your surviving spouse after your death. Here, your surviving spouse receives 100% of the benefit that you receive before your death, rather than the 75% benefit discussed in the previous example.

- ∞ **100% JOINT AND SURVIVOR BENEFIT CALCULATION -** Your monthly retirement benefit under the 100% Joint and Survivor Benefit option is also calculated by figuring out what your Single Life Benefit is and then reducing it by using a table similar to the 50% and 75% Joint and Survivor Benefit table, but with different reduction factors. Everything which is true about the 50% and 75% Joint and Survivor Benefit is also true of the 100% Joint and Survivor Benefit, except that a different table is used in the calculation.

The following is a portion of the table used in these calculations:

	Participant's Age at Retirement		
Age of Spouse	55	60	65
52	85.40%	79.35%	71.88%
55	87.01%	81.28%	74.05%
58	88.62%	83.30%	76.38%
61	90.20%	85.34%	78.84%
64	91.72%	87.38%	81.37%
67	93.13%	89.33%	83.91%

Example:

Let's use the same assumptions as in the 50% and 75% Joint and Survivor Benefit example above. You are 65, your spouse is 61 and your Single Life Benefit amount is \$2,150.00. You go down the column in the table labeled with your age (65) until you get to the line which corresponds with your spouse's age (61). There you will find a factor of 78.84%. This means that, if you choose the 100% Joint and Survivor Benefit, you will receive \$1,695.06 each month (78.84% of \$2,150.00) for the rest of your life and, upon your death, if your spouse survived you, your spouse will also receive \$1,695.06 each month for the rest of your spouse's life. Note that the percentage of benefit payable to you is lower (78.84% versus 88.17% in the first example and 83.25% in the second example) since here the spouse will receive a much greater benefit (\$1,695.06 versus \$947.83 in the first example and \$1,342.41 in the second example).

i. **LIFE-TEN YEAR CERTAIN BENEFIT:**

The Life-Ten Year Certain Benefit is an optional form of benefit payment that is calculated as described below, and is payable to you each month for the rest of your life, with a guaranty of at least 120 monthly payments (10 years) even if you die before all the payments are made. You may designate a beneficiary of your choice to receive any remainder due upon your death, subject to spousal consent, if you are married. If you die before you have received all of the 120 payments (ten years worth), your beneficiary will then receive the remaining payments each month until the total number of benefit payments made to you and your beneficiary is 120. Of course, if you die after all 120 benefit payments have been made; no survivor benefits are due to your beneficiaries. If you are married, your spouse must consent for you to receive benefits in this form.

- ∞ **LIFE-TEN YEAR CERTAIN BENEFIT CALCULATION** - Your monthly retirement benefit under the Life-Ten Year Certain Benefit option is calculated in much the same way as the two previous examples; by determining what your Single Life Benefit is and then reducing it by using a table which takes into account your age and life expectancy. The following example contains a partial table which is used in these calculations:

Factors for Life-Ten Year Certain Benefit	
Participant's Age at Retirement	Percent of Single Life Benefit
60	94.65%
61	94.07%
62	93.43%
63	92.72%
64	91.96%
65	91.13%

Example:

Assume again that you retire at age 65, your Single Life Benefit amount is \$2,150.00 but this time you choose the Life-Ten Year Certain Benefit. Your monthly benefit will be \$1,959.30 (91.13% of \$2,150.00), which you will receive for the rest of your life. If you die before you receive 120 monthly payments, your designated beneficiary will receive \$1,959.30 per month until the balance of a total of 120 monthly payments have been made (to either you or your beneficiary). Once the 120 payments have been made, no other remainder will be paid after your death.

j. **BENEFICIARY CHANGE AND THE LIFE-TEN YEAR CERTAIN BENEFIT:**

If you want to change the beneficiary from the one that you originally designated, before 120 benefit payments have been made, you may name another beneficiary, subject to the written consent of the spouse to whom you were married at the time benefit payments began, if she is still living. No spousal consent is required if your designated beneficiary dies before the 120 benefit payments have been made.

k. **RETIREE INCREASES:**

From time-to-time, the Fund may increase the amount of benefits paid to certain groups of retirees and surviving spouses, on a voluntary basis, as the Fund's financial condition permits. For example, as of May 1, 1999, each retiree and surviving spouse who retired before May 1, 1999, and was eligible for retiree health insurance coverage as of July 1, 2000, from one of the affiliated health care funds: Michigan Regional Council of Carpenters Employee Benefits Fund, Detroit Millmen's Health and Welfare Fund or the Millwrights Local 1102 Health and Welfare Fund, received a \$100 increase in his or her monthly benefit. However, this post-retirement voluntary increase was eliminated effective on January 1, 2010, in order to improve the financial condition of the Fund.

6.2 **EARLY RETIREMENT BENEFITS**

a. **ELIGIBILITY**

You are eligible for an early retirement benefit if you retire while you are an Active Participant, are at least 55 years old (but less than 65 years old) and have earned at least ten credit years. If you retire

while you are an Active Participant, are at least age 62, but not age 65 and have earned at least three vesting or credited years you can also receive an unreduced early retirement benefit.

If you became an Active Participant on or after May 1, 2007, the early retirement requirements change. To be eligible for early retirement you must reach age 55 and have sufficient Years of Credited Service so that the sum of your age and Years of Credited Service totals at least 85 (also known as “index 85”). If you became an Active Participant before May 1, 2007, you will be eligible for early retirement when the sum of your age and Years of Credited Service totals 85.

You will be eligible for a reduced early retirement benefit if you have accrued 10 or more Years of Credited Service and reached the age of 55 (but not the age of 62), or if you have met the applicable index 80 or 85 requirements and reached the age of 55.

b. **BENEFIT FORMS**

The same forms of benefit which are available as normal retirement benefits are also available to you at early retirement. The same normal forms and the same consent requirements for married Participants are applicable. The monthly amount of your benefit will depend upon the form selected and your age at retirement. In determining how much is payable, as you can see from the previous examples of how the normal retirement benefit forms are calculated, it is always necessary to determine the amount of your Single Life Benefit first.

The Single Life Benefit is determined exactly as if you were applying for normal retirement, subject to any reduction factors applied for early retirement. That is to say that your total Employer contributions are multiplied by the appropriate benefit accrual rate for the time during which contributions were earned as in effect at your retirement. This amount is then reduced by the appropriate early retirement factor (if any) to reflect your age at early retirement, as well as the vesting percentage, if you are not fully vested. Please note that there is no early retirement reduction if you are at least 62 years old and have accumulated at least **three vesting or credit years** at retirement. If you do not meet this criteria, then your benefit amount will be reduced by an early retirement factor, as described in this section.

Benefits for early retirees who retire on or after August 1, 2013 and who have met their applicable index requirements will have their retirements reduced at the rate of 1/3 of 1% per each month (4% per year) for each month between their retirement age and age 62, unless they come within the following exception: Active Participants who meet the applicable Index criteria by August 1, 2015 will not have their benefit reduced by more than 5%.

Benefits for early retirees who retire on or after August 1, 2013 and who have not met their applicable index requirements will have their retirements reduced at the rate of 5/9% per month (6.66% per year) for each month between their retirement age and age 62, unless they come within the following exception: Active Participants who meet the applicable Index criteria by August 1, 2015 will not have their benefit reduced by more than 5%.

Vested deferred Participants who fail to cure a break-in-service by working 435 hours in the two years prior to their retirement will have their retirement benefit reduced at the rate of 5/9% per month (6.67% per year) for each month until reaching age 65.

c. **IMPACT OF EARLY RETIREMENT REDUCTION FACTORS**

Age at Retirement	Percentage of accrued Single Life Benefit	
	10 or more Credit Yrs.	Sum of your age and Credit Yrs. is 85 or more
55	53.33%	72%
56	60.00%	76%
57	66.67%	80%
58	73.33%	84%
59	80.00%	88%
60	86.67%	92%
61	93.33%	96%
62	100%	100%
63	100%	100%
64	100%	100%
Use the highest applicable percentage to calculate your benefit amount.		

Example:

Assume that you are unmarried, you retire at age 56 with 10 or more credit years and your accrued Single Life Benefit, calculated as though you were of normal retirement age, is \$2,150.00. Applying the early retirement factors from the preceding table, you will receive \$1,290.00 (60% of \$2,150.00) each month for the rest of your life.

If, on the other hand, you have 29 *credit years*, the sum of your age (56) and *credit years* (29) is 85 and you were an active participant before May 1, 2007, your monthly benefit will be \$1,634 (76% of \$2,150) for the rest of your life, because you satisfied the “index 85” criteria.

If more than one of the possibilities described in the table applies to you, the one which would provide you with the highest benefit is used. If your benefit is not paid to you in a Single Life Form, but one of the other four forms (50%, 75%, or 100% Joint and Survivor or Life Ten Year Certain), there is a further reduction based upon factors from the same tables that are used in calculating the normal retirement benefits, when payable in those forms.

6.2.1 SUSPENSION OF BENEFITS/RETURN TO WORK

If you are at least age 62 and whether you are a Normal, Early or Vested Deferred Retiree, your monthly payment will be suspended, for any month in which you engage in Restricted Work. “Restricted Work” means earning 40 hours of service or more at the trade in the construction industry in any geographic area covered by a collective bargaining agreement that requires contributions to the Fund, including outside of the State of Michigan (for example, under the Display Industry Agreement or various U.B.C. International Agreements) regardless of whether you are working for a contributing Employer or a “non-union” Employer. If you are under age 62, you will be performing Restricted Work if you accrue any hours of service at the trade in the construction industry in any geographic area covered by a collective bargaining agreement that requires contributions to the Fund, regardless of whether you are working for a contributing Employer, or a “non-contributing” Employer. As of the first day of April following the Calendar Year in which you reach age 70 ½, your monthly payment will not be suspended if you engage in Restricted Work.

No monthly retirement benefit shall be paid to any such Vested Deferred Retiree during any calendar month during which such individual accrues any Hours of Service in Restricted Work. Once such Vested Deferred Retiree reaches the age of 65, the provisions of the Normal Retirement suspension of benefits shall apply.

Employment in a strictly supervisory capacity, which does not require work with the tools, will not result in the suspension of benefits unless the work is being performed on a jobsite where covered Employees normally work. Suspendible supervisory work will not include working as an estimator, project or construction manager (so long as there is no direct supervision of covered Employees), safety engineer, or owner-manager (provided such owner is not working with the tools of the trade. The foregoing notwithstanding, any retiree who spends a majority of his time on jobsites, rather than at the Employer's offsite office, shall be deemed to be performing restricted work until the retiree can demonstrate otherwise to the satisfaction of the Fund's Trustees. The Pension Fund may request Employer verification or otherwise review the scope of your work prior to your return to work to determine whether it is limited to supervisory work.

When you retire again, your benefit payments will resume in the same amount and under the same option as they were before you returned to work. If you have been credited with any new hours in any *Plan Year* during your re-employment, the benefit to which those hours will entitle you will be calculated as if you had been an *Active Participant*, added to your benefit and paid, the following May 1st after you stopped working, in the same form as your retirement benefit was then being paid. **If you plan on returning to work in the construction industry, contact the Plan Administrator to determine if your employment will result in the suspension of your benefits.** The Fund may from time to time, place this suspension of benefits rule on hold, if for example, there is full employment in the industry.

If you are retired and return to covered employment before age 65 and become an Active Participant again, you must then wait at least 12 months from the date you cease to be an Active Participant in order to retire again.

6.3 VESTED DEFERRED BENEFITS

a. ELIGIBILITY

If you are not an Active Participant at the time of your retirement, but are at least partially vested, then you are eligible to receive a vested deferred benefit, at the earliest retirement age you could have retired under the terms of the Plan in effect when you ceased being an Active Participant.

b. BENEFIT FORMS

The type of the vested deferred benefit and when it is paid is determined by the amount of your ***accrued monthly*** benefit. If the lump sum (actuarially determined) value of your vested deferred benefit is less than \$5,000.00, it will be paid to you only in a lump sum form. You can apply for such lump sum benefit on the first day of the plan year in which you became an Inactive Participant.

If the value of such benefit is \$5,000.00 or more, you can then elect to retire under the Plan's early or normal retirement provisions. Keep in mind that all of the eligibility guidelines, benefit rates and restrictions on early and normal retirement benefits that were in effect when you became an Inactive Participant will apply to your vested deferred benefit.

6.4 **DISABILITY RETIREMENT BENEFITS**

Disability benefits are considered as “ancillary” benefits, rather than actual Pension benefits. You are eligible for a monthly disability retirement benefit if you become totally and permanently unable to perform any type of work (other than work the Trustees find to be rehabilitative in nature). To be eligible, you must have become totally and permanently disabled while you were an Active Participant, you must be less than 62 years old, and you must have earned at least five *credit years*. If you have fewer than five *credit years*, you may be entitled to a lump sum disability retirement benefit (when permitted by law). Participants who entered pay status on or after August 1, 2013 must obtain an award for Social Security disability benefits from the Social Security Administration to be eligible for disability benefits from the Plan.

You are not eligible to receive a disability retirement benefit, even if you otherwise meet the criteria, if your disability results from an intentional injury to yourself, an injury which happened because you were engaged in a felony, or some event which entitles you to receive Workers’ Compensation as a result of non-covered employment.

a. **TOTAL AND PERMANENT DISABILITY**

You must be totally unable, for the rest of your life, to continue working in any field. The Trustees may review whether the available medical evidence shows that you are totally and permanently disabled. If you receive disability benefits from Social Security, you still must produce a physician’s medical report. If you return to work in the construction industry after becoming eligible for disability benefits, you will no longer be considered disabled by the condition on which the disability benefited were originally based and your benefits will be automatically terminated.

b. **DISABILITY BENEFIT CALCULATION**

If you have accrued seven or more *credit years*, your monthly benefit will be the greater of \$260.00 or 75% of the benefit you have accrued in the Single Life form as of the date you became eligible for disability benefits. If you have at least five, but fewer than seven *credit years*, your monthly benefit will be an amount calculated in the same way as before, reduced by your vesting percentage.

If you have less than five *credit years*, your disability benefit will be a lump sum, equal to the greater of (a) 100% of the total employer contributions received on your behalf, up to \$1,000.00, or (b) the single sum actuarial equivalent of your basic vested benefit amount. If your lump sum disability benefit is \$5,000.00 or more and you are married, your spouse must consent in writing to the payment of the lump sum disability benefit.

Disability benefits for Participants who entered pay status on or after August 1, 2013, will be capped in accordance with the following schedule before they convert to regular retirement benefits.

Credit Years	Cap on Monthly Benefit
5-9	\$525
10-15	\$625
16-19	\$725
20-24	\$1,050
25+	\$1,350

c. **TERMINATION/CONVERSION OF DISABILITY RETIREMENT BENEFITS**

Disability retirement benefits are generally not paid beyond age 62, assuming that you continue to meet eligibility requirements. At age 62, your disability benefits will be converted to a regular retirement benefit. Your monthly retirement benefit will then be calculated just as any other retirement benefits, based on the total employer contributions received on your behalf and the applicable benefit rate then in effect for each period during which contributions were made, subject to reduction for your vested status. You may stay on disability to age 65 if you are receiving a workers compensation benefit. If you cease being disabled, or if you refuse to have a medical examination or submit other proof of continuing disability when requested by the Fund, your disability benefits will be terminated. You may, if you wish, stop your disability benefit and begin early or unreduced early retirement benefits when you are eligible.

6.5 DEATH BENEFITS

The kind of death benefits that are payable from the Plan and the beneficiary who can receive them could vary, depending upon whether or not you are married, the number of *vesting years* you have accrued, and whether or not you are eligible to receive normal or early retirement benefits at the time of your death.

a. **MARRIED PARTICIPANTS – ACTIVE**

1. Vested Participants - For deaths that occur on or after August 1, 2013, surviving spouses of Active vested Participants who die prior to retirement will only be entitled to a survivor annuity equal to 50% of the joint and survivor annuity that the Participants could have received at his earliest retirement with such annuity commencing at the Participant's earliest retirement date.
2. Non-Vested Participants – Death benefits will not be paid on behalf of non-vested Active Participants who die on or after August 1, 2013.

b. **SINGLE PARTICIPANTS – ACTIVE**

No pre-retirement death benefits will be payable to unmarried Active Participants who die on or after August 1, 2013.

c. **RETIREEES**

- ∞ **Survivor Annuity Benefits Payable Upon Retiree's Death.** Effective for deaths occurring on or after August 1, 2013, no death benefit will be payable following the termination of a joint and survivor benefit annuity.
- ∞ **Death of Spouse.** If you are a retiree receiving a benefit in the 50%, 75% or 100% Joint and Survivor form, and your spouse dies before you; your benefit amount will “pop up” to the Single Life form, as of the first day of the month following the date of your spouse's death.
- ∞ **Single Life Benefits.** Effective for deaths occurring on or after August 1, 2013, no death benefit will be payable following the termination of a single life benefit annuity.

SECTION VII

BENEFIT CLAIMS

7.1 ADMINISTRATION

Your Pension Fund is administered by the Board of Trustees and various service providers acting on the Trustees' behalf. The Trustees, including those acting on their behalf, have full discretionary authority in all aspects of administering the Pension Fund. Such discretionary authority includes, but is not limited to, interpreting all documents (paper or electronic) used in the Pension Fund's operations, as well as all determinations concerning your benefits. Unless the exercise of such discretionary authority is arbitrary and capricious, it cannot be set aside by the courts.

7.2 APPLICATION

In order to apply for benefits under the Plan, you must complete an application form approved by the Trustees. Copies of these forms can be obtained at the Pension Fund benefit office located at 700 Tower Drive, Suite 300 Troy, Michigan, 48098-2808. Any questions you may have concerning the completion or submission of an application can be answered by inquiring at the Fund Office. Whenever you have occasion to write the Fund Office, be certain to include your name, your social security number, or other identification number assigned by the Pension Fund, and your craft designation. This information will enable the Fund to identify you and locate your records.

7.3 EFFECTIVE DATE FOR BENEFITS

Pensions are usually effective on the later of (a) the first day of the month after the pension application is filed, (b) the effective date of retirement appearing on the application form, or (c) your actual date of retirement. In order to allow sufficient time to process your retirement application, particularly, if you are married and you and your spouse are considering having your benefit paid in some form other than a Joint and Survivor form, it is suggested that you file your application at least 60 days before your expected date of retirement.

7.4 BENEFIT ADJUSTMENTS

Your retirement benefits, as calculated under the formulas previously described, may be further reduced (or capped off) by certain limitations imposed by the Internal Revenue Service – so-called Section 415 limits. All dollar limitations and compensation limitations applicable to Section 415 will be established annually and adjusted for cost of living, as permitted by law, on both the pre-retirement and post-retirement basis.

7.5 CLAIMS APPEALS

Your application for any benefit from the Fund is treated as a claim. If your claim has been denied, and you wish to submit your claim for review, you must follow the following Claims Review Procedure.

1. Upon the denial of your claim for any benefit provided by the Plan, you may file your request for review, in writing, with the Trustees at the Pension Fund or Plan Administrator's office.

2. YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS (180 DAYS FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM.
3. You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Trustees.
4. Your claim for review must be given a full and fair review. If your claim is denied, the Trustees must provide you with written notice. For a request for review received within 30 days of a regularly scheduled Board of Trustees' meeting, you will be given a decision within five days after the second meeting following your request. For appeals filed more than 30 days before a regularly scheduled Board of Trustees' meeting, you will be given a decision within five days after the next board meeting. In the event that circumstances beyond the Board's control arise, the decision may be delayed by one additional board meeting.
5. The Trustees' decision on your claim for review shall be communicated to you in writing and shall include specific references to the pertinent Plan provisions on which the decision was based, as well as other information required to be furnished pursuant to certain laws found at 26 C.F.R. 2560.503-1(j).
6. Special rule for disability claims – In addition to these general appeal rules, the following applies to denials of disability claims:
 - (i) Review of disability claims on appeal will not defer to the initial adverse benefit determination and may not be conducted by the individual who made the initial adverse benefit determination nor the subordinate of such individual.
 - (ii) In deciding the appeal of any disability benefit determination that is based on whole or in part on a medical judgment, the Trustee conducting the appeal will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.
 - (iii) The health care professional engaged with respect to the review of disability claim on appeal may not be the same health care professional who was consulted in connection with the initial adverse determination nor the subordinate of such individual.
 - (iv) The medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your disability claim must be identified.

The Plan Administrator's decision on your claim for review shall be communicated to you in writing and shall include specific references to the pertinent Plan provisions on which the decision was based.

If the determination is adverse, you shall be entitled to receive copies of all documents relevant to the benefit claim and a statement regarding your right to bring a civil action under ERISA Section 502(a).

For disability claims, a denial following a claim for review must also contain the following information:

- (i) If applicable, a copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination or a statement that such rule was relied upon and that a copy of such rule will be provided free of charge to the claimant upon request;
- (ii) If the adverse determination is based on medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination or a statement that such explanation will be provided free of charge to the claimant upon request; and
- (iii) 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."

7.6 TAXABILITY

Monthly benefits paid to retirees and beneficiaries are subject to federal income tax withholding if your monthly benefits exceed a certain amount. You will be given an opportunity when you retire and each year thereafter to have federal income taxes withheld from your pension payments.

7.7 LUMP SUM PAYMENTS AND IRA ROLLOVERS

Lump sum benefits payable to you, your spouse, former spouse and/or surviving spouse (including a former spouse designated as your surviving spouse by a Qualified Domestic Relations Order) are eligible rollover distributions, when permitted by law. The Fund Office will provide you with information about your right to roll over all or only part of the lump sum benefit before it is paid. Monthly normal, early, disability and survivor benefits are not eligible rollover distributions, nor, generally, are lump sum death benefits payable to anyone but your surviving spouse or a former spouse designated as a surviving spouse by a Qualified Domestic Relations Order. However, the designated non-spouse beneficiary of an otherwise eligible rollover distribution may directly rollover the payment to an inherited Individual Retirement Account, or IRA.

7.8 QUALIFIED DOMESTIC RELATIONS ORDER

If you are divorced, or legally separated, your former spouse or dependents may be entitled to a portion of your pension benefits. A court may issue an order which, if it meets certain standards, will be considered a Qualified Domestic Relations Order ("QDRO") and could assign a portion of your pension benefits to your spouse, former spouse, child, or other dependent. A QDRO is any order or judgment entered in your divorce, separation, custody or paternity case that clearly identifies the Plan and the amount of benefits assigned. Such order must meet other requirements of federal law. A QDRO also may be an order or judgment entered to enforce your child support obligations.

When the order or judgment is filed with the Fund, the Fund's attorneys will decide whether the divorce and/or separation documents are a QDRO, and if so, what portion of your benefits have been assigned to your spouse, former spouse, child, or dependent. You (or your attorney) will be sent a letter which will tell you whether your divorce and/or separation documents are a QDRO and describe the

benefits assigned. A copy of the Fund's policies and procedures together with a sample QDRO can be obtained without charge by contacting the Plan Administrator or Legal Counsel.

7.9 STATEMENT OF ERISA RIGHTS

As a Participant in the Carpenters Pension Trust Fund – Detroit and Vicinity, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to receive certain information about your plan and benefits:

- a. 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.
- b. 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 Plan Administrator may make a reasonable charge for the copies.
- c. Subject to limitation allowed by law, obtain a copy of any periodic actuarial report, a copy of any quarterly, semi-annual or annual financial report prepared by an investment advisor or other fiduciary or a copy of the application filed with the Secretary of Treasury requesting an extension of amortization periods under Section 304 of ERISA and the determination of such Secretary pursuant to such application. Requested reports must be in possession of the Plan for at least 30 days before the Plan Administrator is required to furnish the reports. These reports must be requested in writing and are not required to be given more than once every 12 months. The Plan Administrator may make a reasonable charge for the copies.
- d. 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.
- e. Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 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 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.

SECTION VIII **OTHER PLANS**

8.1 ANNUITY PLAN

In addition to this Pension Plan, your Union and certain contributing Employers have established another retirement program that works hand in hand with this one. An “Annuity Plan” was adopted that directs all contributions made on your behalf into your own individual retirement account, which supplements the benefits provided by this Pension Plan, yet avoids violating the Section 415 requirements mentioned earlier.

8.2. PRIOR PLANS

All prior plan documents and periodic amendments, as well as any operating procedures, are considered a part of this Plan and will be applied to those individuals whose eligibility, participation, benefits, etc., are governed by such prior plans.

8.3 MERGERS

From time to time, other pension plans may be merged or combined with this Plan. For example, the Wood, Wire and Metal Lathers' Pension and Survivors' Fund and Resilient Floor Decorators Pension Plan/Detroit Area merged into the Fund a number of years ago. Unless specifically provided in this Plan, any benefits that you accrued under such merged plans will be calculated based upon the rules and schedules that existed under those plans at the time of the merger, while any new benefits accrued under this Plan will be determined in accordance with this summary. That means that your pre-merger service, eligibility and benefit amounts, will be calculated using the merged plan's documents, as they existed on the day of the merger. Of course, post-merger service, eligibility and benefits are determined under this Plan. Generally, your benefit will be calculated in two parts – the pre-merger benefit and the post-merger benefit, and then added to determine your total benefit amount.

SECTION IX **AMENDMENTS AND TERMINATION**

9.1 PLAN AMENDMENTS

The Board of Trustees has the right to amend the Plan and Trust at any time. In no event, however, can any amendment:

- a. Authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries;
- b. Cause any reduction in the benefit amount credited to you; or
- c. Cause any part of your Plan assets to revert to an Employer.

9.2 TERMINATION OF THE PLAN

The Trust (and consequently the Plan) may be terminated by the joint resolution of the Employers and the Union. The Trustees may also terminate the Plan when a collective bargaining agreement requiring contributions no longer exists. In addition, the Plan will be terminated if and when there are no assets left in the Fund, or no individuals remain alive who can qualify for benefits.

If the Plan terminates or ends, the money in the Fund, to the extent possible, will be used to provide the benefits that are due according to the priority required by law and stated in the Plan. If the Fund was not sufficiently funded to pay all benefits upon termination, whether you eventually receive all or part of your plan benefit depends on whether there is enough money in the Fund to pay for it and, if not, whether the benefit is insured by the Pension Benefit Guaranty Corporation.

If the Plan terminates and the law does not mandate how the Fund's assets will be distributed, they will be allocated in the following order of priority:

- a. To provide benefits to those individuals already receiving benefits;
- b. To provide benefits for Active Participants who are then eligible to retire and receive Normal or Early Retirement benefits;
- c. To provide benefits for Active or Inactive Participants who are vested at the time of termination;
- d. To provide benefits for all other persons.

SECTION X

BENEFIT EXAMPLES

The examples on the following pages are designed to further help you understand how your pension benefits are calculated. These examples present sample benefit calculations based upon three different levels of total contributions paid to the Fund over a Participant's working life: \$42,000, \$84,000, and \$126,000. The Participant's retirement date is May 1, 2014, and the examples assume that the Participant continued working through the month of April 2014. Beginning on June 1, 2006, certain percentages of employer contributions began being designated for the purpose of improving the Pension Fund's financial well-being. The percentage of Employer contributions that are non-credited varies depending upon the particular collective bargaining agreement and the particular period during which contributions were made, as discussed earlier. The following examples refer to *credited* contributions. (In the examples, total contributions are "discounted" to represent credited contributions.)

Each example for the Joint and Survivor Benefit assumes that the *Active Participant* is fully vested and that the Participant and his or her spouse are the same age. The calculations are based on the Participant being eligible for the index 80 benefit under the terms of the Plan. The index 80 benefit is a combination of the Participant's credited years of service and age at his or her latest birthday, which when added together, equals 80 or more. The index 80 benefit applies to Participants who became active before May 1, 2007, and retired before April 30, 2010, or had accrued 76 points as of May 1, 2010. (For all other Participants who became active before May 1, 2007, index 85 applies. For Participants who first became active on or after May 1, 2007, the index 80 benefit is changed to index 85 and at least age 55.)

The Single Life Benefit is the Participant's full accrued benefit, without any surviving spouse remainder. The Life-Ten Year Certain option is based only on the Participant's age at the time of retirement. The joint and survivor benefit examples show the amount payable to the Participant during his or her life, followed by the amount payable to the surviving spouse after the Participant's death. These are examples only. The actual benefit that may be payable to you will depend on the total contributions which have been made on your behalf at the time of your retirement, and the difference in age between you and your spouse, as well as other actuarial factors in effect when your actual benefit is calculated.

BASED ON TOTAL EMPLOYER CONTRIBUTIONS OF \$42,000.00

\$20,000 prior to May 1, 2004 plus
\$5,000 from May 1, 2004 to May 31, 2006 plus
\$2,250 from June 1, 2006 to April 30, 2007 plus
\$250 from May 1, 2007 to May 31, 2007 plus
\$2,500 from June 1, 2007 to May 31, 2008 plus
\$2,000 from June 1, 2008 to May 31, 2009 plus
\$2,000 from June 1, 2009 to May 31, 2010 plus
\$2,000 from June 1, 2010 to May 31, 2011 plus
\$2,000 from June 1, 2011 to May 31, 2012 plus
\$2,000 from June 1, 2012 to May 31, 2013 plus
\$2,000 on and after June 1, 2013

Participant's Age		55	60	65
Surviving Spouse's Age		55	60	65
Normal Retirement Benefit (Single Life)*		\$1,150.00	\$1,150.00	\$1,150.00
Early Retirement Benefit (Single Life)		72.00% \$828.00	92.00% \$1,058.00	N/A
Life-Ten Year Certain Participant		96.81% \$801.59	94.65% \$1,001.40	91.13% \$1,048.00
50% Joint and Survivor	Benefit Factor	93.05%	91.69%	90.24%
	Participant's Benefit	\$770.45	\$970.08	\$1,037.76
	Surviving Spouse's Benefit	\$385.23	\$485.04	\$518.88
75% Joint and Survivor	Benefit Factor	89.93%	88.04%	86.05%
	Participant's Benefit	\$744.62	\$931.46	\$989.58
	Surviving Spouse's Benefit	\$558.47	\$698.60	\$742.19
100% Joint and Survivor	Benefit Factor	87.01%	84.66%	82.22%
	Participant & Surviving Spouse's Benefit	\$720.44	\$895.70	\$945.53

* The Normal Retirement (Single Life) benefit is determined as follows:

4.3% of \$20,000	\$ 860.00
plus 3% of \$5,000	150.00
plus 3% of (100% - 22%) of \$2,250	52.65
plus 1% of (100% - 22%) of \$250	1.95
plus 1% of (100% - 16%) of \$2,500	21.00
plus 1% of (100% - 23%) of \$2,000	15.40
plus 1% of (100% - 37%) of \$2,000	12.60
plus 1% of (100% - 45%) of \$2,000	11.00
plus 1% of (100% - 52%) of \$2,000	9.60
plus 1% of (100% - 58%) of \$2,000	8.40
plus 1% of (100% - 63%) of \$2,000	7.40
Normal Retirement (Single Life) monthly benefit	\$ 1,150.00

BASED ON TOTAL EMPLOYER CONTRIBUTIONS OF \$84,000.00

\$40,000 prior to May 1, 2004 plus
\$10,000 from May 1, 2004 to May 31, 2006 plus
\$4,500 from June 1, 2006 to April 30, 2007 plus
\$500 from May 1, 2007 to May 31, 2007 plus
\$5,000 from June 1, 2007 to May 31, 2008 plus
\$4,000 from June 1, 2008 to May 31, 2009 plus
\$4,000 from June 1, 2009 to May 31, 2010 plus
\$4,000 from June 1, 2010 to May 31, 2011 plus
\$4,000 from June 1, 2011 to May 31, 2012 plus
\$4,000 from June 1, 2012 to May 31, 2013 plus
\$4,000 on and after June 1, 2013

Participant's Age		55	60	65
Surviving Spouse's Age		55	60	65
Normal Retirement Benefit (Single Life)*		\$2,300.00	\$2,300.00	\$2,300.00
Early Retirement Benefit (Single Life)		72.00% \$1,656.00	92.00% \$2,116.00	N/A
Life-Ten Year Certain Participant		96.81% \$1,603.17	94.65% \$2,002.79	91.13% \$2,095.99
50% Joint and Survivor	Benefit Factor	93.05%	91.69%	90.24%
	Participant's Benefit	\$1,540.91	\$1,940.16	\$2,075.52
	Surviving Spouse's Benefit	\$1,116.93	\$1,397.20	\$1,484.36
75% Joint and Survivor	Benefit Factor	89.93%	88.04%	86.05%
	Participant's Benefit	\$1,489.24	\$1,862.93	\$1,979.15
	Surviving Spouse's Benefit	\$1,116.93	\$1,397.20	\$1,484.36
100% Joint and Survivor	Benefit Factor	87.01%	84.66%	82.22%
	Participant & Surviving Spouse's Benefit	\$1,440.89	\$1,791.41	\$1,891.06

* The Normal Retirement (Single Life) benefit is determined as follows:

4.3% of \$40,000	\$ 1,720.00
plus 3% of \$10,000	300.00
plus 3% of (100% - 22%) of \$4,500	105.30
plus 1% of (100% - 22%) of \$500	3.90
plus 1% of (100% - 16%) of \$5,000	42.00
plus 1% of (100% - 23%) of \$4,000	30.80
plus 1% of (100% - 37%) of \$4,000	25.20
plus 1% of (100% - 45%) of \$4,000	22.00
plus 1% of (100% - 52%) of \$4,000	19.20
plus 1% of (100% - 58%) of \$4,000	16.80
plus 1% of (100% - 63%) of \$4,000	14.80
Single Life Participant monthly benefit	\$ 2,300.00

BASED ON TOTAL EMPLOYER CONTRIBUTIONS OF \$126,000.00

\$60,000 prior to May 1, 2004 plus
\$15,000 from May 1, 2004 to May 31, 2006 plus
\$7,000 from June 1, 2006 to April 30, 2007 plus
\$500 from May 1, 2007 to May 31, 2007 plus
\$7,500 from June 1, 2007 to May 31, 2008 plus
\$6,000 from June 1, 2008 to May 31, 2009 plus
\$6,000 from June 1, 2009 to May 31, 2010 plus
\$6,000 from June 1, 2010 to May 31, 2011 plus
\$6,000 from June 1, 2011 to May 31, 2012 plus
\$6,000 from June 1, 2012 to May 31, 2013 plus
\$6,000 on and after June 1, 2013

Participant's Age		55	60	65
Surviving Spouse's Age		55	60	65
Normal Retirement Benefit (Single Life)*		\$3,453.90	\$3,453.90	\$3,453.90
Early Retirement Benefit (Single Life)		72.00% \$2,486.81	92.00% \$3,177.59	N/A
Life-Ten Year Certain Participant		96.81% \$2,407.48	94.65% \$3,007.59	91.13% \$3,147.54
50% Joint and Survivor	Benefit Factor	93.05%	91.69%	90.24%
	Participant's Benefit	\$2,313.98	\$2,913.53	\$3,116.80
	Surviving Spouse's Benefit	\$1,156.99	\$1,456.77	\$1,558.40
75% Joint and Survivor	Benefit Factor	89.93%	88.04%	86.05%
	Participant's Benefit	\$2,236.39	\$2,797.55	\$2,972.08
	Surviving Spouse's Benefit	\$1,677.29	\$2,098.16	\$2,229.06
100% Joint and Survivor	Benefit Factor	87.01%	84.66%	82.22%
	Participant & Surviving Spouse's Benefit	\$2,163.77	\$2,690.15	\$2,839.80

* The Normal Retirement (Single Life) benefit is determined as follows:

4.3% of \$60,000	\$ 2,580.00
plus 3% of \$15,000	450.00
plus 3% of (100% - 22%) of \$7,000	163.80
plus 1% of (100% - 22%) of \$500	3.90
plus 1% of (100% - 16%) of \$7,500	63.00
plus 1% of (100% - 23%) of \$6,000	46.80
plus 1% of (100% - 37%) of \$6,000	37.80
plus 1% of (100% - 45%) of \$6,000	33.00
plus 1% of (100% - 52%) of \$6,000	28.80
plus 1% of (100% - 58%) of \$6,000	25.20
plus 1% of (100% - 63%) of \$6,000	22.20
Single Life Participant monthly benefit	\$ 3,453.90

SECTION XI

CIRCUMSTANCES THAT COULD AFFECT YOUR BENEFITS

Under certain circumstances, your benefits under the Plan could be denied, reduced, or suspended:

- ∞ If you transfer to a job that is not covered under the Plan, you may be ineligible for additional contributions under the Plan, and this could affect part or all of your Plan benefit;
- ∞ If you become disabled, you accrue no additional service or contributions under the Plan;
- ∞ If you continue working past your Normal Retirement Age, benefits will not begin until you actually retire and make application for benefits. If you return to related employment after you begin receiving benefits from the Plan, benefit payments may stop;
- ∞ If the Plan should be terminated or become insolvent and your benefit is more than that guaranteed by the PBGC, you may lose a part of your benefit;
- ∞ If you were covered under another laborers' pension plan, your benefits under this Plan could be affected as a result of a reciprocal agreement between this Plan and another plan;
- ∞ Your Plan benefits belong to you and may not be sold, assigned, transferred, pledged, or garnished, under most circumstances. However, if you become divorced or separated, certain court orders could require that part of your benefit be paid to someone else – your spouse or children, for example. This is known as a Qualified Domestic Relations Order. As soon as you're aware of any court proceedings which may affect your retirement benefit, contact the Plan Administrator;
- ∞ You may want to consult with a professional tax advisor before you take a payment of your benefit from the Plan;

- ∞ If you are unable to care for your own affairs, any payments due may be sent to someone who is authorized to conduct your affairs. This may be someone with Power of Attorney or a court-appointed guardian. In order to start payments, the Plan Administrator will need notarized copies of all applicable documents.
- ∞ By law, there are maximums on benefits that may be paid by the Plan.
- ∞ If the Plan remains in critical status, as defined by the Pension Protection Act (PPA), or critical and declining status under the Multiemployer Pension Reform Act (MPRA), the Trustees may make additional modifications to past and future accruals that would not otherwise be allowed. You will be notified of the Plan's funding status.

If you have any questions about how your benefits could be affected by any of the circumstances described in this Section, please contact the Plan Administrator.

SECTION XII

INTERPRETATION

This Summary Plan Description is written in general terms and contains summaries of detailed plan provisions, with the intent of making them easier to follow. **PLEASE NOTE THAT IN CASE OF ANY CONFLICT BETWEEN THE LANGUAGE OF THE PLAN AND THIS SUMMARY, THE PLAN WILL CONTROL.** In addition to the Plan document and its amendments, the Trustees and the administrative staff may develop administrative guidelines or policies and procedures that cover its operation – all of which will be considered a part of the overall plan document that applies to you. The Trustees have the discretionary authority to interpret such documents and their determinations will be final and binding on all participants and beneficiaries.

Trustees of the Carpenters' Pension Trust Fund – Detroit and Vicinity

NOTES

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

NOTES

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

NOTES

This image shows a full page of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, typical of notebook or legal stationery. There are no margins, text, or other markings on the page.

NOTES

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



MICHIGAN REGIONAL COUNCIL OF CARPENTERS PENSION FUND
*****SUMMARY OF MATERIAL MODIFICATIONS*****
(Regarding Your Rights to Sue for Plan Benefits)

Dear Participant:

The Board of Trustees amended the Plan to limit the time for you to sue to challenge a denial of part or all of a claim for Plan benefits or to exercise other rights you have under the Plan. Beginning March 1, 2019, you must file a lawsuit to challenge any denial by the Plan of your right to current or future benefits within one (1) year after your claim for benefits (or to establish a right to future benefits) is finally denied by the Plan. Other Plan-based lawsuits must be brought within one (1) year after they accrue.

The Plan, both before and after amendment, requires that participants and beneficiaries pursue all Plan-based benefit claims and appeals procedures before filing a lawsuit to obtain Plan benefits.

The Board of Trustees is committed to ensuring that the Fund provides participants and beneficiaries with all benefits that they are due. But, the Fund must have reasonable rules to ensure that benefit-related claims and disputes are handled fairly and efficiently. The new rules are designed both to provide participants and beneficiaries with adequate time to vindicate their Plan-based rights and to assure that disputes are addressed quickly and efficiently. The Board of Trustees believe that resolving Plan disputes efficiently and quickly is in the best interest of the Fund and its participants and beneficiaries and will save both claimant and Fund resources.

The One (1) Year Limit

The one (1) year limit begins on the date your right to Plan benefits is fixed (without judicial action). For example, the one-year limit will begin:

- On the day following the date on which the Plan finally denies your claim for benefits (or right to future benefits).
- On the day following the last day for you to appeal a Plan denial of your claim for benefits or future benefits (if you decide not to appeal that denial).
- On the day following the last date on which you could file a claim for benefits under the Plan (if you do not file a claim before the applicable claim-filing deadline).

The new one (1) year limit **does not** apply to Plan-related rights that you have that are not based on the Plan itself. For example, the one (1) year limit does not apply to claims that Plan fiduciaries have violated their ERISA-imposed fiduciary duties.

Need to Use Plan Claims and Appeals Procedures

The Plan requires participants and beneficiaries to exhaust internal Plan remedies before filing a court action to vindicate Plan-based rights. If you do not file a benefit claim or take permitted appeals from denied claims, you may be prevented from filing a lawsuit to enforce your rights.

Future Notices about Regarding Statute of Limitations

The Board of Trustees is providing you this notice so that you will know about the new and important one (1) year limit and to remind you of the importance of using Plan procedures. The Board of Trustees will provide you with periodic additional notice of the limit at least annually and at other appropriate times (e.g., in letters from the Fund itself concerning your benefit claims). But, these requirements apply even though all Fund communications may not remind you of them.

If you Would Like More Information

If you have questions regarding this Notice, please call the Plan Administrator at (800) 572-2525. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you may 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.

Your Rights Under ERISA

As a Plan participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, also called ERISA. ERISA provides that all Fund participants are entitled to:

- A. 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.
- B. 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.
- C. 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.
- D. Obtain a statement telling you what rights you have with respect to benefits offered by the Plan. THIS STATEMENT MUST BE REQUESTED IN WRITING AND IS NOT REQUIRED TO BE GIVEN MORE THAN ONCE A YEAR. The Plan must provide this statement free of charge.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Fund. The people (trustees) who operate the Fund, called "fiduciaries" of the Fund, 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 plan benefit or exercising your rights under ERISA. In addition:

- A. If your claim for a benefit is denied in whole or in part, you have the right to know why this was done, to obtain copies of the documents relating to the decision without charge, and to appeal any denial, within certain time schedules.
- B. Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials 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 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 plan administrator.

- C. 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.
- D. In addition, if you disagree with the Fund's decision, you may file suit in federal court. If the Fund's fiduciaries misuse the Fund'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 federal court. The court will decide who should pay 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 a fee if, for example, it finds your claim is frivolous.

IMPORTANT NOTICE

You should keep this notice along with other Plan notices, as part of your Summary Plan Description. This is only a summary -- it is not an official Plan document. In the event of any ambiguity in or omission from this notice, or any conflict between this notice and the official plan text, the official plan text will govern.

Sincerely,

The Board of Trustees of the Michigan Regional Council of Carpenters Pension Fund

W:\\FUNDS\\Mrcc\\DB Pension\\NOTICES\\SMM SOL AND JUDICIAL REVIEW

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 11 2016**

CARPENTERS PENSION TRUST FUND-
DETROIT AND VICINITY
C/O MARTIN STEIGER
2000 TOWN CENTER SUITE 2370
SOUTHFIELD, MI 48075

Employer Identification Number:
38-6242188
DLN:
17007036094045
Person to Contact:
DANIEL ARREDONDO ID# 95045
Contact Telephone Number:
(626) 927-1426
Plan Name:
CARPENTERS PENSION TRUST
FUND-DETROIT AND VICINITY PENSION
Plan Number: 001

Dear Applicant:

Based on the information you provided, we are issuing this favorable determination letter for your plan listed above. However, our favorable determination only applies to the status of your plan under the Internal Revenue Code and is not a determination on the effect of other federal or local statutes. To use this letter as proof of the plan's status, you must keep this letter, the application forms, and all correspondence with us about your application.

Your determination letter does not apply to any qualification changes that become effective, any guidance issued, or any statutes enacted after the dates specified in the Cumulative List of Changes in Plan Requirements (the Cumulative List) for the cycle you submitted your application under, unless the new item was identified in the Cumulative List.

Your plan's continued qualification in its present form will depend on its effect in operation (Section 1.401-1(b)(3) of the Income Tax Regulations). We may review the status of the plan in operation periodically.

You can find more information on favorable determination letters in Publication 794, Favorable Determination Letter, including:

- The significance and scope of reliance on this letter,
- The effect of any elective determination request in your application materials,
- The reporting requirements for qualified plans, and
- Examples of the effect of a plan's operation on its qualified status.

You can get a copy of Publication 794 by visiting our website at www.irs.gov/formspubs or by calling 1-800-TAX-FORM (1-800-829-3676) to request a copy.

This letter considered the 2013 Cumulative List of Changes in Plan Qualification Requirements.

This determination letter applies to the amendments dated on

Letter 5274

CARPENTERS PENSION TRUST FUND-

10-07-14 & 01-01-14.

This determination letter also applies to the amendments dated on 06-06-13.

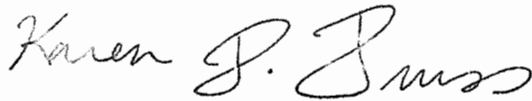
We made this determination on the condition that you adopt the proposed amendments you submitted in your letter dated 02-22-16, on or before the date the Income Tax Regulations provide under Section 401(b) of the Internal Revenue Code.

The information on the enclosed addendum is an integral part of this determination. Please be sure to read it and keep it with this letter.

If you submitted a Form 2848, Power of Attorney and Declaration of Representative, or Form 8821, Tax Information Authorization, with your application and asked us to send your authorized representative or appointee copies of written communications, we will send a copy of this letter to him or her.

If you have any questions, you can contact the person listed at the top of this letter.

Sincerely,

A handwritten signature in cursive script, reading "Karen D. Truss".

Karen D. Truss
Director, EP Rulings & Agreements

Addendum

Letter 5274

CARPENTERS PENSION TRUST FUND-

This determination letter does not apply to any portions of the document that incorporate the terms of an auxiliary agreement (collective bargaining, reciprocity, or participation agreement), unless you append to the plan document the exact language of the sections that you incorporated by reference.

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