

PENSION PLAN

OF THE

MICHIGAN CARPENTERS' PENSION FUND

(Amended and Restated Through January 1, 2025)

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**PENSION PLAN
OF THE
MICHIGAN CARPENTERS' PENSION FUND**

(As Amended and Restated Through January 1, 2025)

WHEREAS, pursuant to authority granted by the provisions of the Trust Agreement establishing the Michigan Carpenters' Pension Fund, the Trustees serving thereunder formulated and adopted a Pension Plan effective August 6, 1963; and

WHEREAS, in further exercise of the powers granted to them by virtue of said Trust Agreement, the Trustees have, from time to time, amended the provisions of said Plan and have had all such Amendments filed with, and approved by, the Internal Revenue Service; and

WHEREAS, the Trustees published an Amended and Restated Pension Plan effective January 1, 2002, and subsequently adopted ten amendments to that Plan, which have been incorporated herein;

WHEREAS, the Trustees published an Amended and Restated Pension Plan effective March 1, 2009, and subsequently adopted seven amendments to that Plan, which have been incorporated herein;

WHEREAS, the Trustees published an Amended and Restated Pension Plan effective January 1, 2015, and subsequently adopted fifteen amendments to that Plan, which have been incorporated herein;

NOW, THEREFORE, in exercise of the power reserved to them in said Trust Agreement, the Trustees of the Michigan Carpenters' Pension Fund do hereby publish and continue the Pension Plan in effect on January 1, 2025.

ARTICLE I - DEFINITIONS

Section 1 - Definitions in General: Wherever the following words and phrases appear in this Plan, they shall have the respective meanings set forth in this Article unless the context clearly indicates to the contrary. The initial letter of each word and the initial letter of each word of a defined phrase shall be capitalized wherever used herein to denote its being a defined word or term.

Section 2 - Trust Agreement: The term "Trust Agreement" shall mean the Agreement and Declaration of Trust establishing the Michigan Carpenters' Pension Fund, effective August 6, 1963, as that instrument may, from time to time, be amended.

Section 3 - Trust Fund: The term "Trust Fund" or "Fund" shall mean the Michigan Carpenters' Pension Fund and the entire assets thereof.

Section 4 - Trustees: The term "Trustees" shall mean the Employer Trustees and the Union Trustees, collectively, as appointed under the Trust Agreement, and as constituted from time to time in accordance with the provisions of the Trust Agreement.

Section 5 - Union: The term "Union" shall mean the Michigan Regional Council of Carpenters affiliated with the United Brotherhood of Carpenters and Joiners of America.

Section 6 - Employee: The term "Employee" shall mean:

- (a) any person who is or has been employed by an Employer to perform tasks coming within the Jurisdiction of the Union;
- (b) any person who, after accruing at least one Year of Service based on employment at the trade, is or has been employed by an Employer to perform tasks outside the Jurisdiction of the Union and whose Employer elects to contribute under such terms and conditions as the Trustees may prescribe;
- (c) any person employed in a paid capacity by the Union or one of its constituent Councils or Locals; and
- (d) any person employed by 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 of its constituent Councils or Locals and an Employer.

No person who is a proprietor or a partner in an Employer partnership shall be an Employee within the meaning of this Section 6.

Section 7 - Employer: The term "Employer" shall include:

- (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 Jurisdiction of the Union and which has a Pension Agreement in effect;
- (b) the Union or one of its constituent Councils or Locals to the extent, and solely to the extent, that it acts in the capacity of an Employer of Employees in whose behalf it makes contributions to the Trust Fund pursuant to a Pension Agreement; and
- (c) 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 of its constituent Councils or Locals and an Employer, to the extent, and solely to the extent, that it acts in the capacity of an Employer of

Employees in whose behalf it makes contributions to the Trust Fund pursuant to a Pension Agreement.

Section 8 - Pension Agreement: The term "Pension Agreement" shall mean any collective bargaining agreement or article thereof or other agreement which provides for Employer contributions to the Trust Fund (or adopts, expressly or implicitly, a written agreement which so provides) and details the basis upon which such contributions are to be made and, with respect to Employees working outside the Jurisdiction of the Union, the terms and conditions prescribed by the Trustees for acceptance of such contributions.

Section 9 - Effective Date of Participation: With respect to each Local of the Union participating in the Plan, the "Effective Date of Participation" shall be the date as of which contributions in behalf of Employees working under its Jurisdiction first became payable to the Fund. The respective Effective Date of Participation of each participating Local is as set forth in Appendix A which, as it may from time to time be revised and updated, is made a part of this instrument.

With respect to an individual Employee, his "Effective Date of Participation" shall be the date as of which a determination is made as to whether he is entitled to be credited with any Past Service Benefit Credit under the Plan. With respect to any Employee who is a member of a participating Local as of its Effective Date of Participation, his Effective Date of Participation shall be the same as his Local's. With respect to any Employee who is not a member of a participating Local, his Effective Date of Participation shall be the Effective Date of Participation of the Local in whose Jurisdiction he resides.

Section 10 - Active Participant: The term "Active Participant" shall mean an employee who has, pursuant to Article II, Section 1, established initial eligibility and has acquired or is acquiring eligibility to receive benefits pursuant to the Pension Plan and who is not an Inactive Participant, a Retiree or a Former Participant.

Section 11 - Inactive Participant: The term "Inactive Participant" shall mean a person who was an Active Participant but has, pursuant to Article II, Section 9, separated from employment covered by the Plan but has not terminated participation.

Section 12 - Participant: The term "Participant" when used herein without a modifying adjective shall include Active Participants and Inactive Participants, but not Former Participants or Retirees.

Section 13 - Disabled Participant: The term "Disabled Participant" shall mean a Participant who has been determined to be Totally and Permanently Disabled and who is, pursuant to Article VI, Section 2, receiving a monthly Disability Benefit.

Section 14 - Former Participant: The term "Former Participant" shall mean either a person who has been a Participant but has terminated participation by suffering a Permanent Break in Service pursuant to Article II, Section 8, and whose accumulated Future Service Benefit Credit, Years of Service and Vesting Years, if any, have therefore been canceled or a person who has been a Participant but has terminated participation by receiving a single sum Disability Benefit pursuant to the former Article VI, Section 2(a), or a lump sum payment pursuant to

Article IX, Section 6, and whose accumulated Future Service Benefit Credit and Years of Service (except as these Years of Service are used to determine the Participant's Vesting Years pursuant to Article VII), if any, have therefore been canceled.

Section 15 - Retiree (Retired Participant): The term "Retiree" (sometimes referred to as "Retired Participant") shall mean a person who was a Participant and who has applied for and is entitled to receive or is receiving monthly benefits from the Fund, including any such person whose entitlement to benefits has been suspended pursuant to Article IX, Section 8.

Section 16 - Accrued Benefit: The term "Accrued Benefit" shall mean the benefit which has accrued to a Participant pursuant to the benefit formula described in Article III hereof which shall be expressed as the Straight Life Benefit form of the Normal or Vested Retirement Benefit to which the Participant will be entitled upon meeting the applicable eligibility requirements.

Section 17 - ERISA: The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations issued thereunder as the same may be in effect at any time of reference.

Section 18 - Hours of Work: The term "Hours of Work" as used herein shall include:

- (a) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Employer during the Plan Year. Such hours shall be credited to the Plan Year in which the duties are performed; and
- (b) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer for the performance of duties for an Employer. Such hours shall be credited to the Plan Year in which the duties were performed. In no event shall the same hours be credited under this paragraph if already credited under paragraph (a) above;
- (c) each hour credited to an Employee for service in the Armed Forces or other uniformed services of the United States pursuant to Article II, Section 5.

Section 19 - Hours of Service: The term "Hours of Service" shall mean the hours with which an Employee is credited under the Plan. For this purpose, each 500 Hours of Work shall be equivalent to 575 Hours of Service.

Section 20 - Year of Service: The term "Year of Service" shall mean a year which counts towards a Participant's entitlement to Benefits as determined in accordance with the provisions of Section 2 of Article II.

Section 21 - Plan Year: The first Plan Year of the Fund shall run from the date of the Fund's inception through August 31, 1964. Subsequent Plan Years shall run for twelve month periods beginning on a September 1 and ending on the next succeeding August 31.

Section 22 - Eligibility Computation Period: The term "Eligibility Computation Period" shall mean:

- (a) in respect to the initial eligibility computation period, a period of twelve (12) consecutive months commencing with the month in which the Employee first performs an Hour of Work, and
- (b) in respect to subsequent eligibility computation periods, a Plan Year commencing with the Plan Year which includes the first anniversary of a Participant's employment commencement date.

Section 23 - Jurisdiction: The term "Jurisdiction" shall mean the type of work normally claimed by the Union or a participating Local in accordance with the Constitution, By-Laws, rules, regulations, and agreements of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, which is performed within the geographic area assigned to the Union or a participating Council or Local by said United Brotherhood. Work may come within the Jurisdiction of the Union whether or not it is performed for an Employer.

Section 24 - Retire: The term "Retire" shall mean a Participant's complete cessation of work of any kind for an Employer whether or not such work comes within the Jurisdiction of the Union. The term "Retire" shall also mean the complete cessation of all kinds of work in the same craft or industry included within the Jurisdiction of the Union whether or not performed for an Employer. Once a Participant commences receiving monthly benefits under the Plan, he shall not be deemed to be "Retired" for any month in which the conditions set forth in Section 8 of Article IX which permit a suspension of his monthly benefits have been met.

Section 25 - Future Service Benefit Credit: The term "Future Service Benefit Credit" shall mean the basis upon which credit is given to an Employee for years of employment in the industry in the Jurisdiction of a participating Regional Council or Local of the Union during which his Employer or Employers are required to make contributions to the Fund on his behalf or for employment in another jurisdiction for which employer contributions are transferred to the Fund pursuant to a reciprocity agreement entered by the Trustees.

Section 26 - Employer Contributions: The term "Employer Contributions" shall mean the employer contributions remitted, or required to be remitted, by Employers on behalf of an Employee.

Section 27 - Credited Employer Contributions: The term "Credited Employer Contributions" shall mean that portion of the Employer Contributions remitted, or required to be remitted, on behalf of an Employee which is used in the calculation of Future Service Benefit Credit and benefit accrual of an Employee. That portion of the hourly Employer Contributions which shall not be used in the calculation of Future Service Benefit Credit and benefit accrual is set out in Appendix B to this Plan.

Section 28 - Special Service Benefit Credit: The term "Special Service Benefit Credit" shall mean the basis upon which credit is given to an Employee for contributions made to the Carpenters Pension Trust Fund - Detroit and Vicinity for work performed within the Jurisdiction of that Fund prior to his Effective Date of Participation which contributions are transferred to this Fund by virtue of a reciprocity agreement between that Fund and this Fund.

Section 29 - Beneficiary: The term "Beneficiary" shall mean any person who, because of relationship to or designation by a Participant or a Retiree, may be entitled to benefits from the Fund, or any trust designated by a Participant or a Retiree and eligible to be so designated under applicable federal regulations or guidelines, if any.

Section 30 - Surviving Spouse: Subject to any valid order which the Trustees determine is a qualified domestic relations order under applicable federal law, the term "Surviving Spouse" shall mean the person to whom a Participant or Retiree is legally married at the time of his death, except 1) with respect to a Retiree whose benefits are in a Qualified Joint and Survivor Form described in Section 2 or 3(a) or 3(b) of Article IX, "Surviving Spouse" shall mean the person to whom he was legally married at the time such benefits became payable, and 2) with respect to a Participant who fails to apply for a benefit to which he is entitled before the first day of April of the year following the calendar year in which he reaches age seventy and one-half (70½), "Surviving Spouse" shall mean the person to whom he was legally married on that April 1.

Section 31 - Plan or Pension Plan: The term "Plan" or "Pension Plan" as used herein shall mean the Pension Plan adopted under the provisions of the Trust Agreement as said Plan is described in this instrument and as it may be amended from time to time.

Section 32 - Original Plan: The term "Original Plan" shall mean the Plan as it was in effect immediately prior to September 1, 1976. The rights, if any, of any person who was a Participant in the Original Plan but who does not become a Participant in the Plan as described herein on or after September 1, 1976, shall be determined in accordance with the provisions of the Original Plan as they were in effect at the time he ceased being a Participant therein.

Section 33 - Actuarial Equivalent: The term "Actuarial Equivalent" shall mean a benefit having the same value as the benefit which it replaces. In converting one form of monthly benefit to another form of monthly benefit, the Actuarial Equivalent shall be determined by using a six and one-half percent (6½%) interest assumption and a Unisex Pension - 1984 Mortality Table set back five (5) years for contingent annuitants. In calculating the current single sum value of a deferred monthly benefit, the Actuarial Equivalent shall be determined by using, for each Plan Year, the annual rate of interest on 30-year Treasury securities in effect for the month preceding the first day of each such Plan Year and the Commissioner's standard mortality table, described in Section 807(d)(5)(A) of the Internal Revenue Code (IRC), used to determine reserves for group annuity contracts issued on the date as of which the present value is being determined (without regard to any other subparagraph of Section 807(d)(5)), provided however, that, in any case in which a single sum value is payable as a benefit under the Plan, the calculation shall be made as of the Plan Year in which the benefit first would have been payable had application been made.

Notwithstanding any other Plan provision, effective May 1, 2008 the minimum lump-sum value shall be the present value using the applicable mortality table and applicable interest rate as described below. The applicable mortality table will be a mortality table, modified as appropriate by the IRS, based on the mortality table specified for the Plan Year under IRC Section 430(h)(3)(A) (without regard to the Section 430(h)(3)(C) substitute mortality table or the Section 430(h)(3)(D) mortality table for the disabled). The applicable interest rate means the 417(e)(3) spot rate as published by the IRS, which is the adjusted first, second, and third segment

rates applied under rules similar to the rules of Section 430(h)(2)(C) for the month preceding the first day of the Plan Year in which the distribution is paid. The adjusted first, second, and third segment rates are the first, second, and third segment rates determined under Section 430(h)(2)(C) if:

- (a) The Section 430(h)(2)(D) definition of 'corporate bond yield curve' was applied by substituting the average yields for the month, as described in I.R.C. §430(h)(2)(D)(ii) for the average yields for the 24-month period, as described in such section.
- (b) For Plan Years beginning in 2008 through 2011, the first, second, and third segment rate for any month is equal to the sum of: (a) the product of the segment rate determined under the general rule above, multiplied by the applicable transitional percentage for the Plan Year; and (b) the product of the annual rate of interest on thirty year Treasury securities as specified by the Commissioner of Internal Revenue for the month preceding the first day of each such Plan Year in which the distribution is paid, multiplied by the applicable transitional percentage for the Plan Year. The transitional percentages are as follows:

Distributions in Plan Year Beginning	Transition Factor for 30 year Treasury Rates	Transition Factor for Segment Rates
2008	80 percent	20 percent
2009	60 percent	40 percent
2010	40 percent	60 percent
2011	20 percent	80 percent
2012	0 percent	100 percent

Section 34 - Lathers' Fund: The term "Lathers' Fund" as used herein shall mean the Wood, Wire and Metal Lathing Industry - LIU General Pension Plan and General Pension Fund in which Lathers' Local 1028-L participated prior to January 1, 1982.

Section 35 - Tile Helpers' Fund: The term "Tile Helpers' Fund" as used herein shall mean the Marble-Mosaic-Terrazzo and Tile Workers' Helpers Pension Fund in which Marble-Mosaic-Terrazzo & Tile Workers Helpers Union Local #119 (#119T) participated prior to October 1, 1994.

Section 36 - Other Definitions and Terms: Other definitions as required may appear in the text of other Sections and/or Articles of this Pension Plan document. Wherever used herein, a masculine noun or pronoun shall be deemed to include the feminine and a singular noun or pronoun shall be deemed to include the plural unless the text of the provisions involved clearly indicates the contrary.

ARTICLE II - PARTICIPATION AND YEARS OF SERVICE

Section 1 - Eligibility for Participation: An Employee shall become a Participant when, within the Eligibility Computation Period, he is credited with 575 Hours of Service (500 Hours of Work)*. His participation shall commence on the first day of the following month.

If a Participant who has terminated participation by incurring a Permanent Break in Service pursuant to Article II, Section 8, or receiving a single sum Disability Benefit pursuant to the former Article VI, Section 2(a) or a lump sum payment pursuant to Article IX, Section 6, resumes employment as an Employee covered by the Plan, he shall again become a Participant, retroactive to the date upon which he resumed employment, when he has again met the foregoing requirements.

Section 2 - Eligibility for Benefits (Years of Service): A Participant's eligibility for Benefits shall be based on his Years of Service. No more than one Year of Service may be accrued in any one Plan Year. A Year of Service (for other than a Participant who becomes a Participant as of January 1, 1982, and who was, immediately prior thereto, a Participant in the Lathers' Fund) shall be determined in accordance with the following provisions:

- (a) Prior to his Effective Date of Participation, Year of Service shall mean the number of consecutive years as of that date that the Participant had been employed by an Employer or Employers within the Jurisdiction of one or more of the Participating Locals. For purposes of making this determination for this period, continuous membership in one or more of the Participating Locals shall be acceptable evidence.
- (b) Between his Effective Date of Participation and August 31, 1976, a Year of Service shall mean a Plan Year during which the Participant had Employer contributions made to the Fund on his behalf for at least five hundred (500) hours.
- (c) Beginning September 1, 1976, a Year of Service shall mean a Plan Year during which a Participant had at least five hundred (500) Hours of Service (435 Hours of Work).

* Those who were Participants in the Original Plan as of August 31, 1976, and who did not suffer a break in Continuous Service as that term is used in the Original Plan as of that date, became Participants in this Plan as of September 1, 1976.

Each person who was a Participant in the Lathers' Fund immediately prior to January 1, 1982, shall become a Participant on January 1, 1982, provided he was not a retiree or former participant under the Lathers' Fund as of that date as those terms are defined under the then current provisions of the Lathers' Fund Pension Plan.

Each person who was a participant in the Tile Helpers' Fund immediately prior to October 1, 1994, shall become a Participant on October 1, 1994, provided that he was not a retiree or former participant under the Tile Helpers' Fund as of that date as those terms are defined under the then current provisions of the Tile Helpers' Fund Pension Plan.

- (d) Beginning September 1, 2007, a Year of Service shall mean a Plan Year during which a Participant has at least 575 Hours of Service (500 Hours of Work).

In the case of a Participant who becomes a Participant in the Plan as of January 1, 1982, and who was, immediately prior thereto, a Participant in the Lathers' Fund, a Year of Service shall be determined in accordance with the following provisions:

- (e) Between the date as of which he became a participant in the Lathers' Fund and January 1, 1982, a Year of Service shall mean each Year of Service with which he was credited under the provisions of the Lathers' Fund as of December 31, 1981.
- (f) Prior to the date as of which Local 1028-L commenced participating in the Lathers' Fund, his Years of Service shall mean the number of consecutive years as of that date, if any, that the Participant had been employed by an Employer or Employers within the Jurisdiction of Lathers' Local 1028-L or any predecessor Local Union. For purposes of making this determination for this period, continuous membership in such Local shall be acceptable evidence.
- (g) After he once becomes a Participant, his Years of Service thereafter shall be determined the same as for any other Participant in accordance with paragraphs (c) and (d) above.
- (h) During the Plan Year commencing September 1, 1981, and ending August 31, 1982, no such Participant may be credited with more than one Year of Service.

In the case of a Participant who becomes a Participant in the Plan as of October 1, 1994, and who was, immediately prior thereto, a participant in the Tile Helpers' Fund, a Year of Service shall be determined in accordance with the following provisions:

- (i) Between the date as of which he became a participant in the Tile Helpers' Fund and October 1, 1994, a Year of Service shall mean each Year of Service with which he was credited under the provisions of the Tile Helpers' Fund as of September 30, 1994.
- (j) Prior to the date as of which Marble-Mosaic-Terrazzo and Tile Workers Helpers Union Local #119 (#119T) commenced participating in the Tile Helpers' Fund, his Years of Service shall mean the number of consecutive years as of that date, if any, to a maximum of five (5) such years, that the Participant had been employed by an Employer or Employers within the Jurisdiction of Marble-Mosaic-Terrazzo and Tile Workers Helpers Union Local #119 (#119T) or any predecessor Local Union. For purposes of making this determination for this period, continuous membership in such Local shall be acceptable evidence.

- (k) After he once becomes a Participant, Years of Service thereafter shall be determined the same as for any other Participant in accordance with paragraphs (c) and (d) above.
- (l) During the Plan Year commencing September 1, 1994, and ending August 31, 1995, no such Participant may be credited with more than one Year of Service.

Section 3 - Years of Service for Contiguous Non-Covered Employment: Non-Covered Employment shall be employment with an Employer which does not come within the Jurisdiction of the Union. If an Employee who was employed in Non-Covered Employment satisfies the Initial Eligibility requirement and becomes an Active Participant in the Plan while working for an Employer, he shall be given Years of Service for his Contiguous Employment with that Employer immediately prior to the date his work comes within the Jurisdiction of the Union, but in no event for any such employment prior to the date the Employer became a Contributing Employer to the Fund. The Years of Service thus granted retroactively shall be based on Hours of Service as opposed to hours for which contributions were received and shall be used for determining eligibility for benefits only and shall not be used for purposes of benefit accrual.

An Active Participant who becomes employed in Non-Covered Employment for an Employer immediately after he has been working under the Jurisdiction of the Union shall continue to accrue Years of Service for such Contiguous Non-Covered Employment based on his Hours of Service; but such Years shall be used for determining eligibility for benefits only and shall not be used for purposes of benefit accrual.

Section 4 - Years of Service for Other Employment: If an Active Participant becomes employed by the Union, the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, or by a Building or Construction Trades Council, a Central Labor Body, the Federal Department of Labor, the Michigan Department of Labor and Economic Growth, the Michigan Department of Transportation as a Road and Bridge Inspector, or the American Federation of Labor-Congress of Industrial Organizations, or any of its Departments, or by Blue Cross and Blue Shield of Michigan as its Labor Liaison, he shall continue to accrue Years of Service for such employment based on his Hours of Service; but such Years shall be used for determining eligibility for benefits only and shall not be used for purposes of benefit accrual. This accrual shall be granted only so long as the Active Participant continuously works in such a capacity as described herein.

Section 5 - Years of Service for Military and Uniformed Service: If an Active Participant, including a Participant then Active in the Lathers' Fund or the Tile Helpers' Fund, enters service in the Armed Forces or other uniformed services of the United States then covered under applicable federal law (hereinafter "Services") and serves for a period of five (5) years or less, unless his service is extended by the government, and resumes employment as an Employee covered by this Plan within twelve (12) months of the date of his discharge under honorable conditions from the Services, or within twenty-four (24) months if he is recovering from an illness or injury incurred during or aggravated by his service in the Services, he shall be credited with Hours of Service and shall accrue Years of Service for the period of his service in the Services. The Hours of Service with which he is credited shall be the higher of the average

number of Hours of Service with which he was credited each month during the three (3) Plan Years or the twelve (12) consecutive month period immediately preceding his entry into the Services or, if he first became a Participant less than three (3) Plan Years prior to his entry into the Services, the higher of the monthly average of Hours of Service with which he was credited during the shorter period or the twelve (12) consecutive month period immediately preceding his entry into the Services.

An Active Participant who is a Reservist or National Guardsman and is called to active service by the United States Government 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 the above paragraph.

The Beneficiaries of a Participant who dies while serving in the Armed Forces, but who would otherwise have been eligible to be credited with Hours of Service under this Section 5, shall be entitled to all additional benefits provided under the Plan (except benefit accruals relating to the period of the Participant's service in the Armed Forces) to which they would have been entitled had the Participant resumed employment in a timely manner and then terminated employment on the date of his death.

The Participant (or his Beneficiaries) shall be required to submit such documents and information as required by the Trustees to determine his (their) eligibility hereunder.

Any cost associated with the Hours of Service credited and the Years of Service accrued pursuant to this Section 5 shall be a liability of the Fund as a whole and not allocated to any individual Employer.

Section 6 - Years of Service for On-the-Job Injury: An Active Participant who suffers an injury or disability while employed as a carpenter by an Employer, and receives Workers' Compensation benefits on or after September 1, 1976 as a result of that injury or disability, shall be credited with Hours of Service for vesting and eligibility for all benefits provided under the Plan **except** Disability Benefits as follows:

- (a) The Plan will grant credit at the rate of 40 Hours of Work for each full week for which the Active Participant received or was entitled to receive Workers' Compensation benefits, to a maximum of 435 Hours of Work (500 Hours of Service) in any Plan Year prior to September 1, 2007, and to a maximum of 500 Hours of Work (575 Hours of Service) in any Plan Year beginning on and after September 1, 2007, even if he is also receiving a monthly Disability Benefit under this Plan.
- (b) In the event that the Active Participant's Workers' Compensation claim is redeemed for a lump sum cash payment, the lump sum amount shall be pro-rated on the basis of the weekly Workers' Compensation benefits he received immediately prior to the redemption in order to determine the number of Hours of Work with which he is to be credited in accordance with the formula in paragraph (1) above.

- (c) Hours of Work shall not be credited based on this provision for any week during which or after 1) the Participant's Workers' Compensation benefit is terminated or depleted, unless it is subsequently reinstated retroactively, 2) the Participant returns to Covered Employment, or 3) the Participant engages in employment of a kind which would, if he were a Retiree, cause his benefits to be suspended.
- (d) A Participant seeking credit for Hours of Work under this provision shall be required to submit proof of receipt of Workers' Compensation benefits, the amount of the weekly benefits received, the period during which such benefits were received, the amount and date of any redemption of his Workers' Compensation claim and any other information determined by the Trustees to be necessary.
- (e) A Year of Service will not be granted under this provision for any Plan Year in which the Active Participant earns a Year of Service based on Hours of Work performed in Covered Employment or under any other provision of this Article II.

Section 7 - Years of Service for Social Security Disability: If a Participant is determined by the Social Security Administration to have become disabled during a period when he was an Active Participant and is awarded monthly Social Security Disability Benefits based on that disability, he shall be credited with Hours of Service for vesting and eligibility for all benefits under the Plan, except Disability Benefits, as follows:

- (a) The Plan will grant credit at the rate of 160 Hours of Work for each month for which the Active Participant received or was entitled to receive Social Security Disability Benefits, to a maximum of 435 Hours of Work (500 Hours of Service) in any Plan Year prior to September 1, 2007, and to a maximum of 500 Hours of Work (575 Hours of Service) in any Plan Year beginning on and after September 1, 2007, even if he is also receiving a monthly Disability Benefit under this Plan.
- (b) Hours of Work shall not be credited for any month during which or after 1) the Participant's Social Security Disability Benefits are terminated, unless they are subsequently reinstated retroactively, or 2) the Participant engages in employment of any kind, except for purposes of rehabilitation as permitted by the Social Security Administration.
- (c) A Participant seeking credit for Hours of Work under this provision shall be required to submit proof of receipt of Social Security Disability Benefits, the period during which such Benefits were received, and any other information determined by the Trustees to be necessary.
- (d) A Year of Service will not be granted under this provision for any Plan Year in which the Active Participant earns a Year of Service based on Hours of Work performed in Covered Employment or under any other provision of this Article II.

Section 8 - Break in Service: For each Plan Year in which a Participant is credited with fewer than 500 Hours of Service (435 Hours of Work), the Participant shall accrue a Break in Service Year.

If a Participant timely notifies the Trustees and furnishes the information required by them to establish that absence from work is due to the pregnancy of the Participant, the birth of a child of the Participant, placement of a child with the Participant for adoption or caring for such a child immediately following birth or placement, hours which the Participant would otherwise have worked shall be counted as though they were Hours of Work, for the purpose of preventing one Break in Service Year only, up to a maximum of 435 Hours of Work either in the Year in which the absence began or, if not needed to prevent a Break in Service in that Year, then in the following Year.

When the number of consecutive Break in Service Years accumulated by a Participant who has not become vested pursuant to Article VII hereof equals five, the Participant shall suffer a Permanent Break in Service, his participation in the Plan shall be terminated and his accumulated Future Service Benefit Credit, Years of Service and Vesting Years, if any, shall be canceled. Future Service Benefit Credit, Years of Service and Vesting Years canceled as the result of a Permanent Break in Service suffered after September 1, 1976, shall be reinstated if the Former Participant was credited with 5,000 Hours of Work prior to suffering that Permanent Break in Service and accrues five (5) Years of Service based on work within the Jurisdiction of the Union after again becoming an Active Participant.

Section 9 - Inactive Participant: An Active Participant who has not accrued a Year of Service during either of two (2) consecutive Plan Years shall, at the end of the second Plan Year, be deemed to have separated from employment covered by the Plan and shall become an Inactive Participant. No Active Participant shall, however, become an Inactive Participant as a result of years in which the failure to be credited with Hours of Service under the Plan results from years during which he is receiving Disability Benefits under the Plan or is eligible to receive Social Security Disability Benefits.

ARTICLE III - ACCRUED BENEFIT AND SERVICE CREDIT

Section 1 - Accrued Benefit: A Participant's Accrued Benefit shall be equal to the sum of his Future Service Benefit Credit, if any, and his Special Service Benefit Credit, if any, determined in accordance with the provisions of Sections 2, 3 and 4 of this Article III.

Section 2 - Future Service Benefit Credit: Future Service Benefit Credit shall, except as provided in Section 3 below, be computed on Employer Contributions and Credited Employer Contributions made or required to be made on a Participant's behalf for those Plan Years for which the Participant earns Future Service Benefit Credit in accordance with the following:

2.00% of Employer Contributions for Participants who Retired or became Inactive prior to September 1, 1968, and never again returned to Active status.

2.25% of Employer Contributions for Participants who were Active on or after September 1, 1968, and who Retired or became Inactive prior to December 1, 1972, and never again returned to Active status.

2.40% of Employer Contributions for Participants who were Active on or after December 1, 1972, and who Retired or became Inactive prior to September 1, 1981, and never again returned to Active status.

2.75% of Employer Contributions for Participants who were Active on or after September 1, 1981, and who Retired or became Inactive prior to September 1, 1983, and never again returned to Active status.

3.00% of Employer Contributions for Participants who were Active on or after September 1, 1983, and who Retired or became Inactive prior to September 1, 1984, and never again returned to Active status.

3.30% of Employer Contributions for Participants who were Active on or after September 1, 1984, and who Retired or became Inactive prior to September 1, 1985, and never again returned to Active status.

3.75% of Employer Contributions for Participants who were Active on or after September 1, 1985, and who Retired or became Inactive prior to September 1, 1986, and never again returned to Active status.

4.00% of Employer Contributions for Participants who were Active on or after September 1, 1986, and who retired or became Inactive prior to September 1, 1989, and never again returned to Active status.

4.20% of Employer Contributions for Participants who were Active on or after September 1, 1989, and who Retired or became Inactive prior to September 1, 1994, and never again returned to Active status.

4.30% of Employer Contributions for Participants who were Active on or after September 1, 1994, based on Hours of Work performed during Plan Years prior to September 1, 2003.

For those Participants who were Active on September 1, 1997, that portion of the Future Service Benefit Credit accrued based on Hours of Work performed prior to September 1, 1997, was increased by twelve percent (12%).

1.00% of Employer Contributions for Hours of Work performed on or after the September 1, 2003, but before August 1, 2005.

1.00% of Credited Employer Contributions for Hours of Work performed on or after August 1, 2005.

Future Service Benefit Credit shall accrue as Employer Contributions (including contributions transferred to the Fund through the operation of reciprocity agreements with other qualified pension plans for work performed after the Participant's Effective Date of Participation) and Credited Employer Contributions are made or required to be made on behalf of the Participant, subject to the following:

- (a) No Future Service Benefit Credit shall be given for Employer Contributions for fewer than 500 hours of contributions in any Plan Year beginning before September 1, 1976, unless 1) the Participant had not incurred an interruption in Continuous Service on or before the date he Retired, or 2) he was not employed on September 1 or the first business day in the first Plan Year and/or on August 31 or the last business day in the last Plan Year in which he participated, in which the Participant shall be given Future Credit for all hours in the respective Plan Year;
- (b) No Future Service Benefit Credit shall be given for Employer Contributions for fewer than 435 Hours of Work (500 Hours of Service) for any Plan Year beginning on or after September 1, 1976, but prior to September 1, 2000, unless the Participant was Active on the date he Retired;
- (c) Future Service Benefit Credit shall be given for all Hours of Work performed prior to September 1, 2007, by any Participant who was Active on or after September 1, 2000; and
- (d) No Future Service Benefit Credit shall be given for Employer Contributions for fewer than 500 Hours of Work (575 Hours of Service) for any Plan Year beginning on or after September 1, 2007.

The rate of Future Service Benefit Credit may, at the discretion of the Fund's Trustees, in consultation with the Fund's actuary and other professional advisors and with full consideration given to the Fund's financial and actuarial funding, be increased for prior Hours of Work and/or future Hours of Work.

The requirement of a minimum number of Hours of Service in a Plan Year before Future Service Benefit Credit shall be given shall not apply during the Plan Year in which the Participant satisfies the Initial Eligibility requirement. The Participant will earn Future Service Benefit Credit in the Plan Year in which he satisfies his Initial Eligibility requirement and benefit accrual will be calculated on the contributions made or required to be made to the Fund on his behalf in the preceding Plan Year.

Future Service Benefit Credit for an Active Participant entitled to be credited with Hours of Service and to accrue Years of Service pursuant to Article II, Section 5, for a period of active service in the Armed Forces of the United States, the National Guard or as a Reservist, shall be calculated as though the Hours of Service credited were contributed upon at the contribution rate(s) in effect for each month during that period.

Section 3 - Effect of Inactive Status Upon Future Service Benefit Calculation: Beginning September 1, 1989, the Future Service Benefit Credit of a Participant who was Inactive on that date or becomes Inactive thereafter shall be calculated with respect to the Years of Service accrued before he became Inactive at the rate in effect on the date he became an Inactive Participant. If, however, he (a) again becomes an Active Participant before five (5) more Plan Years have elapsed and (b) accrues five (5) additional Years of Service thereafter without again becoming an Inactive Participant, the calculation with respect to the Years of Service accrued before he became Inactive shall be at the current rate for Active Participants.

Section 4 - Special Service Benefit Credit: A Participant who is credited with one or more Years of Service prior to his Effective Date of Participation pursuant to Article II, Section 2(a) hereof, and on whose behalf the Carpenters Pension Trust Fund - Detroit and Vicinity, has transferred contributions pursuant to a reciprocity agreement between that Fund and this Fund for work performed within the jurisdiction of that Fund prior to his Effective Date of Participation shall be credited with Special Service Benefit Credit equal to 1% of the aggregate contributions so transferred.

Section 5 - Special Adjustments for Retirees:

- (a) The monthly Normal or Early Retirement Benefit payable to Retirees who Retired under the Normal or Early Retirement provisions of the Plan before the effective date(s) listed below has been increased by the percentage or amount indicated as of that (those) effective date(s):

<u>Effective Date</u>	<u>Percentage or Amount of Increase</u>
September 1, 1981	15%
September 1, 1983	9%
September 1, 1984	10%
September 1, 1985	10%
September 1, 1986	greater of 5% or \$20
September 1, 1989	5%
September 1, 1994	3%
September 1, 1997	greater of 3% or \$20
September 1, 1997	5%

- (b) The monthly Vested Benefits payable to Retirees who Retired under the Vested Benefits provision of the Plan before September 1, 1997, have been increased by the greater of 3% or \$20 as of September 1, 1997 and then by 5% as of September 1, 1997.

Section 6 - Special Adjustments for Surviving Spouses and other Payees:

- (a) The monthly Benefit payable to a Surviving Spouse or other payee who became or becomes entitled to receive monthly benefits from the Plan under an Optional Form of payment after the death of a Retiree who had Retired under the Normal or Early Retirement provisions of the Plan, or who died while an Active Participant and while eligible to have Retired under the Normal or Early Retirement provisions of the Plan prior to the effective date(s) listed below, has been increased by the percentage or amount indicated as of that (those) effective date(s):

<u>Effective Date</u>	<u>Percentage or Amount of Increase</u>
September 1, 1981	15%
September 1, 1983	9%
September 1, 1984	10%
September 1, 1985	10%
September 1, 1986	greater of 5% or \$20
September 1, 1989	5%
September 1, 1994	3%
September 1, 1997	greater of 3% or \$20
September 1, 1997	5%

- (b) The monthly Benefit payable to a Surviving Spouse or other payee who became or becomes entitled to receive monthly benefits from the Plan under an Optional Form of payment upon the death of a Retiree who Retired under the Vested Benefits provision of the Plan, or who died while eligible to have retired under the Vested Benefits provisions of the Plan, prior to September 1, 1997, has been increased by the greater of 3% or \$20 as of September 1, 1997 and then by 5% as of September 1, 1997.

Section 7 - Limitation of Benefits: There is no limitation on the amount of benefits a Participant may accrue or receive hereunder except as required by Section 415 of the Internal Revenue Code and the rules and regulations applicable thereto in Limitation Years beginning on and after July 1, 2007, which are incorporated herein by reference, except as otherwise provided herein. The Plan's Limitation Year is the calendar year, January 1 to December 31, so these provisions will apply under the Plan on and after January 1, 2008.

The application of the provisions of this Article shall not cause the maximum permissible benefit of any Participant to be less than the Participant's Accrued Benefit as of December 31, 2006, provided the Plan met the applicable requirements of the statute, regulations and other published guidance on Section 415 in effect immediately before July 1, 2007, which it did.

For purposes of applying the limitations imposed by Section 415:

- (a) the only benefits accrued under this Plan which are aggregated with other benefits are those based on contributions by an employer that also maintains(ed) another, non-multiemployer plan under which the Participant accrued or is accruing benefits.

- (b) annual cost-of-living adjustments to the Section 415 dollar limitation, which are incorporated by reference, shall apply to all remaining benefit payments to a Participant who has commenced receiving benefits under the Plan and to the benefits of a Participant who has terminated employment with a contributing employer.
- (c) the dollar limitation on a Participant's annual benefit, which is \$185,000 in 2008, shall be adjusted if the Participant commences receiving benefits before he attains age 62 or after he attains age 65 in accordance with Section 415, but shall not be adjusted to reflect the probability of the Participant's death before he attains age 62 or between the date he attains age 65 and his annuity starting date.

ARTICLE IV - NORMAL RETIREMENT BENEFITS

Section 1 - Eligibility: An Active Participant shall be eligible to Retire voluntarily and receive a Normal Retirement Benefit provided:

- (a) he shall Retire on or after September 1, 1988; and
- (b) his Retirement Date shall be at least as late as the fifth (5th) anniversary of his Date of Participation in the Plan which participation commenced subsequent to his latest Permanent Break in Service, if any, and
- (c) he shall have reached his sixty-fifth (65th) birthday.

The right of an Active Participant to receive Normal Retirement Benefits shall be non-forfeitable on the later of the dates set out in subsections (b) or (c) above.

A Participant as of September 1, 1976, who was a Participant in the Original Plan immediately prior thereto and who had at least five (5) years of Continuous Service at that time, as that term was defined in the Original Plan, who does not meet the minimum requirement of (b) above can still be eligible hereunder if he would have had ten (10) years of Continuous Service under the Original Plan had that Plan continued unchanged from August 31, 1976, provided he meets the other requirements of this Section.

Section 2 - Commencement of Benefit Payments: An Active Participant who meets the eligibility requirements for a Normal Retirement Benefit as set forth in Section 1 of this Article IV, upon submission of an application to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, shall become entitled to a Normal Retirement Benefit commencing as of the first day of the month next following the date as of which he has both completed the eligibility requirements set forth in Section 1 of this Article IV and submitted said application. Distribution of such Benefit, in the absence of an earlier application by the Active Participant, shall commence no later than the first day of April following the calendar year in which he reaches age seventy and one-half (70½).

If a Participant accrues Future Service Benefit Credit as a result of work performed after the first day of April following the calendar year in which he reached age 70-1/2 or after he has Retired, he shall commence receiving an additional monthly Benefit effective the following January 1 based on that Future Service Benefit Credit. Additional monthly benefits shall be payable each January 1 thereafter, based on the Future Service Benefit Credit, if any, accrued during the immediately preceding calendar year. Each such additional benefit payable under this Section shall be calculated in the same Form of Benefit in which the Retiree's monthly Benefit is being paid and at the rate applicable to the additional Future Service Benefit Credit, and, where applicable, calculated using the ages of the Retiree and his spouse on that January 1.

Section 3 - Computation of Benefit:

- (a) Subject to the provisions of Article IX, an Active Participant who initially Retires as of the first day of the first month coincident with or next following the date as of which he meets all of the eligibility requirements for Normal Retirement as set forth in Section 1 of this Article IV, shall be entitled to receive a monthly Normal Retirement Benefit equal to his Accrued Benefit.
- (b) If an Active Participant does not Retire at age sixty-five (65) or the earliest date on which he would be eligible to commence receiving Normal Retirement Benefits if later, the Straight Life Form of his benefit shall be the greater of
 - (i) an amount actuarially equivalent to 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 in accordance with Section 1 of Article III including any additional Employer contributions made to the Fund in respect to Hours of Work performed by the Active Participant after the month in which he became eligible for Normal Retirement Benefits.

The Trustees may establish reasonable rules to determine in the calculation required under subparagraph (i) of this Section 3(b) whether an Active Participant who initially Retires after he was first eligible to Retire under the Normal Retirement provisions described in Section 1 of this Article IV is actually entitled to an additional benefit and may require that he furnish evidence of his employment to determine whether any such employment may have invoked the Suspension of Benefit provisions of Section 8 of Article IX hereof.

ARTICLE V - EARLY RETIREMENT BENEFITS

Section 1 - Eligibility: An Active Participant who has not suffered a Permanent Break in Service shall be eligible to Retire voluntarily and receive an Early Retirement Benefit provided he meets the requirements of either (a), (b) or (c) below:

- (a) he shall Retire on or after September 1, 1976 and he shall, at the time he Retires, have at least ten (10) Years of Service, and shall have reached his fifty-eighth (58th) but not his sixty-fifth (65th) birthday, **or**
- (b) he shall have been an Active Participant in the Plan prior to September 1, 2009, shall not have suffered a Permanent Break-in-Service after that date, shall have reached an age and accrued Years of Service as of September 1, 2009, excluding Years of Service for Contiguous Non-Covered Employment (subject to the exception set out below) and Years of Service for Other Employment as described in Sections 3 and 4 of Article II, the sum of which totals at least seventy-eight (78), shall Retire on or after September 1, 2009, and shall, on the day as of which payment of Early Retirement Benefits commences, have reached an age and accrued Years of Service, excluding Years of Service for Contiguous Non-Covered Employment (subject to the exception set out below) and Years of Service for Other Employment as described in Sections 3 and 4 of Article II, the sum of which totals at least eighty (80), **or**
- (c) he shall have reached an age and accrued Years of Service, excluding Years of Service for Contiguous Non-Covered Employment (subject to the exception set out below) and Years of Service for Other Employment as described in Sections 3 and 4 of Article II, the sum of which totals at least ninety (90), and shall have reached his fifty-eighth (58th) but not his sixty-fifth (65th) birthday.

Up to a maximum of two (2) Years of Service for Contiguous Non-Covered Employment will be counted for a Participant who is Active, based on Hours of Work for which his Employer is obligated to make contributions to this Fund on his behalf, on the date that the sum of his age and Years of Service, including up to two (2) Years of Service for Contiguous Non-Covered Employment, totals at least eighty (80) if he is eligible under Subsection (b) above or at least ninety (90) if he is eligible under Subsection (c) above.

Up to a maximum of two (2) Years of Service accrued under another plan which is party only to Exhibit A (Partial/Pro-Rata Pensions) of the International Reciprocal Agreement will be included in the calculation for (b) and (c) above, but no more than one Year of Service will be counted for any one Plan Year.

A Participant as of September 1, 1976, who was a Participant in the Original Plan immediately prior thereto and who had at least five (5) years of Continuous Service at that time, as that term was defined in the Original Plan, who does not have the minimum requirement of ten (10) Years of Service can still be eligible hereunder if he would have had ten (10) years of Continuous Service under the Original Plan had that Plan continued unchanged from August 31, 1976, provided he meets the other requirements of this Section.

Section 2 - Commencement of Benefit Payments: An Active Participant who meets the eligibility requirements for an Early Retirement Benefit as set forth in Section 1 of this Article V, upon submission of an application to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, shall become entitled to an Early Retirement Benefit commencing as of the first day of the month next following the date as of

which he has both completed the eligibility requirements set forth in Section 1 of this Article V and submitted said application.

If a Participant accrues Future Service Benefit Credit as a result of work performed after the first day of April following the calendar year in which he reached age 70-1/2 or after he has Retired, he shall commence receiving an additional monthly Benefit effective the following January 1 based on that Future Service Benefit Credit. Additional monthly benefits shall be payable each January 1 thereafter, based on the Future Service Benefit Credit, if any, accrued during the immediately preceding calendar year. Each such additional benefit payable under this Section shall be calculated in the same Form of Benefit in which the Retiree's monthly Benefit is being paid and at the rate applicable to the additional Future Service Benefit Credit, and, where applicable, calculated using the ages of the Retiree and his spouse on that January 1.

Section 3 - Computation of Benefit: The Early Retirement Benefit of an Active Participant who meets the eligibility requirements of Section 1(a) of this Article V shall, subject to the provisions of Article IX, be equal to his Accrued Benefit reduced by 5/9ths of one percent for each complete calendar month by which he is under age sixty-five (65) at the time his Early Retirement Benefit commences (or, for any person who had accrued at least 25 Years of Service as of September 1, 2009 and reached his fifty-eighth (58th) birthday on or before September 1, 2009, for each complete calendar month by which the Active Participant is under age 60 on the day as of which payment of Early Retirement Benefits commences).

The Early Retirement Benefit of an Active Participant who meets the eligibility requirements of Section 1(b) or (c) of this Article V shall, subject to the provisions of Article IX, be equal to his Accrued Benefit.

ARTICLE VI - DISABILITY BENEFITS

Section 1 - Eligibility: An Active Participant who has not suffered a Permanent Break in Service shall be eligible to Retire and receive a Disability Benefit provided:

- (a) he has accrued at least ten (10) Years of Service; and
- (b) he is determined to be Totally and Permanently Disabled; and
- (c) such disability occurred during his current status as an Active Participant; and
- (d) he is under age sixty-five (65).

An Inactive Participant who has not suffered a Permanent Break in Service shall be eligible to Retire and receive a Disability Benefit provided:

- (e) he has accrued at least ten (10) Years of Service since his Effective Date of Participation, at least one (1) of which he accrued during the four (4) Plan Years immediately preceding the date of his Total and Permanent Disability; and

- (f) he presents evidence satisfactory to the Fund's Administrative Manager that during the four (4) Plan Years immediately preceding the date of his Total and Permanent Disability, he did not work at the trade as a carpenter, millwright, lather, millman, pile driver, tile helper or resilient floor-layer during any Plan Year in which he failed to accrue a Year of Service for an employer which was not obligated to contribute to the Fund on his behalf; and
- (g) he is determined to be Totally and Permanently Disabled; and
- (h) he is under age sixty-five (65).

A totally and permanently Disabled Participant is one who is determined on the basis of satisfactory medical evidence to have a physical or mental condition which has rendered him totally unable to engage in any regular occupation or employment at the trade within the Jurisdiction of the Union for remuneration or profit and which condition is likely to be permanent and continuous during the remainder of his life. Although not required for such a finding, proof of entitlement to Social Security Disability Benefits shall be sufficient proof of Total and Permanent Disability.

The Trustees shall have the power to require any Active Participant claiming to be Totally and Permanently Disabled to be examined by a physician or a clinic chosen by the Trustees and to require him to submit such evidence as they may request, including copies of his annual income tax returns, W-2 forms, transcript of Social Security earnings record for the years in question, and such other information as, in their discretion, they deem appropriate; provided the Trustees may not require more frequent examinations than once in any six (6) month period.

The Trustees shall have the power to require, at their discretion, that a Disabled Participant engage in such efforts at rehabilitation as the Trustees may require.

The Trustees shall have the sole and exclusive authority to modify, reduce or terminate all current and future Disability Benefits provided pursuant to this Article VI. Disability Benefits are not a vested benefit.

Section 2 - Amount and Form of Benefit: Upon approval of an application submitted to the Fund on a form prescribed and furnished by the Trustees and accompanied by personal data required by them, a Disabled Participant shall be entitled to receive a benefit based on his Years of Service, exclusive of any Years of Service for Contiguous Non-Covered Employment, Years of Service for Other Employment, Years of Service for On-the-Job Injury, and Years of Service for Social Security Disability as described in Sections 3, 4, 6 and 7 of Article II, since his Effective Date of Participation in accordance with the following:

- (a) if the Active Participant had at least ten (10) Years of Service since his Effective Date of Participation and met the eligibility requirements of Section 1 above prior to September 1, 1989, he shall be entitled to receive a monthly Disability Benefit equal to the lesser of his Accrued Benefit or \$250.00 provided he continues to qualify. If he is not receiving or entitled

to receive Social Security Disability Benefits as of August 31, 1994, his monthly Disability Benefit on and after September 1, 1994, shall be \$150.00 provided he continues to qualify.

- (b) if the Participant had at least ten (10) Years of Service since his Effective Date of Participation and meets the eligibility requirements of Section 1 above on or after September 1, 1989, but is not receiving or entitled to receive Social Security Disability Benefits, or is in the waiting period to receive Social Security Disability Benefits which he has been awarded or for which he has applied and which are subsequently awarded, he shall be entitled to receive a monthly Disability Benefit for sixty (60) months provided he continues to qualify under this subsection (b), which, as of September 1, 1997, will be equal to the lesser of his Accrued Benefit or \$750.00.
- (c) if the Participant had at least ten (10) Years of Service since his Effective Date of Participation and meets the eligibility requirements of Section 1 above on or after September 1, 1989, and is receiving or is entitled to receive Social Security Disability Benefits, he shall be entitled to receive a monthly Disability Benefit provided he continues to qualify therefor, which as of September 1, 1997, will be equal to the lesser of his Accrued Benefit or \$375.00.

Unless terminated for a reason set out in Section 4 of this Article, the Disability Benefit shall be payable during continued disability until the Disabled Participant has attained the age of sixty-five (65) or the date as of which he elects to Retire under the Early Retirement or Vested Benefits provisions of the Plan. Any Active Participant receiving a Disability Benefit shall, upon attaining age sixty-five (65) or upon electing to Retire under the Early Retirement provisions of the Plan, begin receiving a Normal or Early Retirement Benefit in the form elected by him. Any Inactive Participant receiving a Disability Benefit shall, upon attaining age sixty-five (65) or upon electing to commence receiving a Vested Benefit on a reduced basis at any time after attaining age fifty-eight (58), begin receiving a Vested Benefit or a reduced Vested Benefit in the form elected by him.

Disability Benefits received pursuant to this Plan shall not be coordinated pursuant to Michigan Compiled Laws Annotated (MCLA) §418.354, if that provision is found to be applicable to this Plan, with any Workers' Disability Compensation Benefits to which the Disabled Participant may be or may become entitled.

Section 3 - Commencement of Benefit Payments: Notwithstanding any other provisions of this Plan, no Disability Benefits shall be payable hereunder with respect to any period which is prior to the date application for such benefits is received by the Trustees or, if earlier, the disability date determined when Social Security Disability Benefits are awarded for the same disability. If the Trustees determine that any delay in submitting an application was not due to negligence on the part of the Participant or his representative, they may, in their sole discretion, pay benefits for a period prior to the date the application was received. The provisions of this Section shall not be administered in a discriminatory manner.

Section 4 - Termination of Benefits: In the event a Disabled Participant receiving monthly Disability Benefits ceases to be Totally and Permanently Disabled or if he engages in an occupation or employment (except for purposes of rehabilitation as determined by the Trustees) for remuneration or profit, which employment would be inconsistent with a finding of Total and Permanent Disability, or if the Trustees find on the basis of a medical examination that he has sufficiently recovered to return to work, or if he refuses to undergo a medical examination required by the Trustees or to submit evidence of a continuing Social Security Disability Award or to furnish the Trustees copies of his annual tax returns, W-2 forms and such other information as the Trustees may request, or to engage in such efforts at rehabilitation as the Trustees may require, his monthly benefits shall be terminated, in which case his further rights to benefits shall be governed in accordance with other applicable provisions of the Plan. Unless terminated earlier, a Disabled Participant's Disability Benefits shall terminate on the earlier of (1) the last day of the month in which he reaches age sixty-five (65), in which case his further rights to benefits shall be governed in accordance with all other applicable provisions of this Plan, (2) the date as of which he elects to Retire under the Early Retirement or Vested Benefits provisions of the Plan or (3) the last day on which the Plan provides for Disability Retirement Benefits.

ARTICLE VII - VESTED BENEFITS

Section 1 - Eligibility for Vested Benefits:

(a) Vesting Years

An Active or Inactive Participant shall accrue a Vesting Year for each accumulated Year of Service, Year of Service for Contiguous Non-Covered Employment, Year of Service for Other Employment, Year of Service for On-the-Job Injury, and Year of Service for Social Security Disability. No more than one Vesting Year may be accrued in any one Plan Year¹.

(b) Eligibility

A Participant who becomes an Inactive Participant shall be eligible to receive a Vested Benefit provided:

- (1) he has, at the time he becomes an Inactive Participant, accumulated at least five (5) Vesting Years since his Effective Date of Participation (or in the case of a Participant who became a Participant as of January 1, 1982, and who was, immediately prior thereto, a Participant in the Lathers' Fund, at least five (5) Years of Service which shall include Years of Service under the Lathers' Fund or, in the case of a Participant who became a Participant as of October 1, 1994, and who was, immediately prior thereto, a

¹ An Active Participant accrued a Vesting Year for each Plan Year beginning September 1, 1998, and ending August 31, 2007, in which the Participant performed at least one (1) Hour of Work.

Participant in the Tile Helpers' Pension Fund, at least five (5) Years of Service which shall include Years of Service under the Tile Helpers' Fund); and

- (2) he is not eligible for any other type of benefit under the Plan.

Section 2 - Commencement of Benefit Payments: Unless a lump sum payment is payable as provided for in Section 6 of Article IX, and subject to his right to elect an earlier commencement date in accordance with later provisions of this Section 2, an Inactive Participant who meets the eligibility requirements for a Vested Benefit set forth in Section 1 of this Article VII, upon submission of an application to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, shall become entitled to a monthly Vested Benefit commencing as of the first day of the month coincident with or next following the date as of which he attains age sixty-five (65) provided he is then Retired. Distribution of such Benefit, in the absence of an earlier application by the Inactive Participant, shall commence no later than the first day of April following the calendar year in which the Inactive Participant reaches age seventy and one-half (70½).

An Inactive Participant who had at least ten (10) Years of Service and became inactive on or after January 1, 1980, may elect to commence receiving his Vested Benefit on a reduced basis at any time after attaining age fifty-eight (58) provided he is then Retired.

If a Participant accrues Future Service Benefit Credit as a result of work performed after the first day of April following the calendar year in which he reaches age seventy and one-half (70½) or after he has Retired, he shall commence receiving an additional monthly Benefit effective the following January 1 based on that Future Service Benefit Credit. Additional monthly benefits shall be payable each January 1 thereafter, based on the Future Service Benefit Credit, if any, accrued during the immediately preceding calendar year. Each such additional benefit payable under this Section shall be calculated in the same Form of Benefit in which the Retiree's monthly Benefit is being paid and at the rate applicable to the additional Future Service Benefit Credit, and, where applicable, calculated using the ages of the Retiree and his spouse on that January 1.

Section 3 - Computation of Benefit: Subject to the Form of Benefit payment described in Section 2 of Article IX, an Inactive Participant's monthly Vested Benefit shall be equal to a percentage of his Accrued Benefit computed in accordance with the provisions of Sections 1 and 3 of Article III and based upon the provisions of said Section as in effect on the date he became an Inactive Participant in accordance with the vesting schedule then in effect which, for those who are Active Participants or have an Hour of Service on or after September 1, 1997, shall be:

<u>Vesting Years Since Effective Date of Participation</u>	<u>Percentage of Accrued Benefit in Which Vested</u>
Less than 5 Years	0%
5 Years	100%

In the event an Inactive Participant who had at least ten (10) Years of Service elects to have his Vested Benefit commence at a date prior to his attainment of age sixty-five (65), subject to the Form of Benefit payable described in Section 2 of Article IX, his monthly Vested Benefit shall be reduced in accordance with the provisions of Section 3 of Article V the same as if he were to receive monthly Early Retirement Benefits.

If the Inactive Participant was a Participant as of September 1, 1976, and was a Participant in the Original Plan immediately prior thereto, with at least five (5) years of Continuous Service thereunder as of August 31, 1976, as that term was defined therein, he shall be entitled to receive the greater of the single sum Actuarial Equivalent of the Vested Benefit to which he would have been entitled under the vesting schedule and form of payment as in effect under the Original Plan on August 31, 1976, or the single sum Actuarial Equivalent of the Vested Benefit to which he is entitled pursuant to the provisions of this Article VII.

If the death of an Inactive Participant with a deferred monthly Vested Benefit occurs before he Retires and receives monthly Retirement Benefits under the Plan, payments, if any, shall be made in accordance with the provisions of Article VIII.

Subject to the provisions of Article IX, an Inactive Participant whose Vested Benefit commences as of the first day of the month coincident with or next following the date as of which he attains age sixty-five (65), shall receive a monthly Vested Benefit computed in accordance with the provisions of Sections 1 and 3 of Article III and based on the provisions of said Sections as they were in effect on the date he became an Inactive Participant. The Vested Benefit shall be equal to the percentage of the Accrued Benefit in which the Inactive Participant is vested.

If the Inactive Participant does not commence receiving his Vested Benefit until after the first day of the month coincident with or next following the date on which he attains age sixty-five (65), the Straight Life Form of his benefit shall be the amount actuarially equivalent to the Vested Benefit to which he would have been entitled had he applied to receive payments on the first day of the month coincident with or next following the date on which he attained age sixty-five (65). The Trustees may establish reasonable rules to determine in the calculation required hereunder whether an Inactive Participant who initially Retires after he was first eligible to Retire under the Vested Benefit provisions described in Section 1 of this Article VII is actually entitled to an additional benefit and may require that he furnish evidence of his employment to determine whether any such employment may have invoked the Suspension of Benefit provisions of Section 8 of Article IX hereof.

ARTICLE VIII - SURVIVING SPOUSE BENEFITS

Section 1 - Types of Surviving Spouse Benefits:

(a) Immediate Surviving Spouse's Benefit

Under an Immediate Surviving Spouse's Benefit, payments shall be made in monthly installments under the provisions of the 50% Qualified Joint

and Survivor Form described in Section 2 of Article IX computed as if the Participant had commenced receiving benefits under said Form immediately prior to his death. Such installments shall commence as of the first day of the month coincident with or next following the date of the Participant's death, but no monthly payments shall actually be paid until approved by the Trustees after an application is submitted to them by or on behalf of the Surviving Spouse on a form prescribed and furnished by them and accompanied by personal data required by them. Distribution of such Benefit shall, in the absence of an earlier application by the Surviving Spouse, commence no later than one year after the date of the death of the Participant.

(b) Deferred Surviving Spouse's Benefit

Under a Deferred Surviving Spouse's Benefit, benefits shall be payable in monthly installments commencing as of the first day as of which the Participant could have first started to receive Normal or Early Retirement Benefits or Deferred Vested Benefits had he lived based on his Years of Service as of the date of his death, and as his status as an Active or Inactive Participant on the date of his death. Such monthly Benefit shall be payable for life under the provisions of the 50% Qualified Joint and Survivor Form described in Section 2 of Article IX computed as if the Participant had lived to the first date as of which he could have commenced receiving Normal or Early Retirement Benefits, including Unreduced Early Retirement Benefits under Article V, Section 1(b) or (c) hereof, or Deferred Vested Benefits, applied therefor as of such date under said Form and died immediately thereafter. Such computation shall be based on the age the Participant would have been when benefits would first have become payable and the age the Surviving Spouse is as of such date, except that if the Surviving Spouse elects to wait until the date on which the Participant's age and Years of Service meet the eligibility requirements set out in Article V, Section 1(b) or (c) hereof the computation shall be based on the age the Participant would have been on that date and the age the Surviving Spouse is as of such date.

Section 2 - Eligibility for Surviving Spouse Benefits:

(a) For an Immediate Surviving Spouse's Benefit

Upon the death of a Participant, his Surviving Spouse, if any, shall be entitled to receive a Surviving Spouse's Benefit provided:

- (i) the Participant had not yet received any Normal or Early Retirement Benefits or Vested Benefits from the Plan; and
- (ii) the Participant was, at the time of his death, eligible to have commenced receiving a Normal or Early Retirement

Benefit or a Deferred monthly Vested Benefit had he applied therefor.

(b) **For a Deferred Surviving Spouse's Benefit**

If, upon the death of an Active Participant who had become vested in a percentage of his Accrued Benefit, a Disabled Participant receiving Disability Benefits, or an Inactive Participant entitled to a Deferred Vested Benefit, he is survived by a spouse to whom he has been legally married for at least one (1) year at the time of his death and such Surviving Spouse is not entitled to the Immediate Surviving Spouse's Benefit, she may be entitled to a Deferred Surviving Spouse's Benefit. Such Benefit would be payable in lieu of any other benefits from the Plan

Section 3 - Election of Options: The election of any option available under this Article VIII must be exercised within one hundred eighty (180) days of the date the Trustees have made available to the Surviving Spouse information as to the amounts available under the various Forms and the conditions under which such amounts may be received. The election of any option described in Section 2 above shall be irrevocable.

ARTICLE IX - FORM OF, SUSPENSION OF, TERMINATION OF AND REINSTATEMENT OF BENEFITS

Section 1 - Straight Life Form of Benefits: Whenever the applicable provisions of Articles IV, V, or VII call for monthly payments of Normal, Early, or Vested Benefits, unless another form of Benefit is payable in accordance with the provisions of Sections 2 or 3 of this Article IX, or a lump sum cash payment is made in accordance with the provisions of Section 6 of this Article IX, the Benefit payable shall be paid in equal monthly installments throughout the remainder of the Retiree's lifetime, terminating with the payment due on the first day of the month in which his death occurs; but subject to the suspension or termination of said benefits by application of the provisions of Section 7 or 8 of this Article IX.

Section 2 - 50% Qualified Joint and Survivor Form of Benefits: If, at the time a Retiree's Normal, Early or Vested Benefits commence, he is legally married, his benefits shall automatically be paid from that time on under a 50% Qualified Joint and Survivor Form, unless he elects to waive that Form of Benefit and his spouse consents to that waiver. Any such waiver and any spousal consent thereto must be on a form prescribed and furnished by the Trustees and the execution of said consent must be witnessed by an authorized Fund Representative or a Notary Public. Such waiver and consent must be executed within one hundred eighty (180) days prior to the date as of which monthly benefit payments are to commence and may be revoked at any time and any number of times during that period. The Trustees shall provide the Participant with a written explanation of the 50% Qualified Joint and Survivor Form of Benefits, waiver and spousal consent and the relative values of the optional forms of benefit in a manner that would satisfy the notice requirements of Section 417(a)(3) of the Internal Revenue Code and Treasury Regulation 1.417(a)(3)-1, no less than thirty (30) days and no more than one hundred eighty (180) days prior to the date as of which monthly benefits are to commence. Distribution of an

optional form of benefit may begin less than thirty (30) days but not less than seven (7) days after the written explanation is given if the Participant elects, and his spouse consents, to waive the requirement that the written explanation be given at least thirty (30) days before the date on which the first Benefit becomes payable.

The one hundred eighty (180) day maximum time period for providing the written explanation shall not be considered violated merely because, due solely to administrative delay, distribution commences more than one hundred eighty (180) days after the written explanation is provided to the Participant.

The 50% Qualified Joint and Survivor Form shall provide the Retiree with a reduced monthly benefit for his remaining lifetime with 50% of such reduced benefit payable for the remainder of her life to his Surviving Spouse, if any. The amounts payable hereunder shall be the Actuarial Equivalent of the benefit otherwise payable based on the respective ages of the Retiree and his spouse at the time benefit payments commence. In the event, however, that the Retiree's spouse who was his spouse at the time benefit payments commenced should die before the Retiree and within twenty-four months after the date as of which benefit payments commenced hereunder, the Retiree shall thereafter receive a monthly benefit for the remainder of his life equal to the monthly benefit he would have been receiving under the provisions of Section 1 of this Article IX had his benefits been payable thereunder originally.

Subject to the provisions requiring a spousal consent to a waiver of the 50% Qualified Joint and Survivor Form, a Participant may, at any time and any number of times prior to the actual commencement of his monthly benefits, elect to revoke a prior election of a Form of Benefits provided for in this Article IX.

Once payments commence under the 50% Qualified Joint and Survivor Form, benefits thereunder shall only be paid to the Retiree and/or his Surviving Spouse who was his spouse at the time payments commenced.

Spousal consent to the participant's waiver of the Qualified Joint and Survivor form is not required for a participant who, at the time he applies for benefits, is legally separated, pursuant to a court order, or where the Trustees, or their designee, determine the spouse cannot be located.

Section 3 - Optional Forms of Benefits: In lieu of receiving monthly benefits pursuant to the provisions of Section 1 or 2 of this Article, whichever is applicable, an Active Participant retiring under the Normal or Early Retirement provisions of the Plan or an Inactive Participant whose monthly payments are to commence may, at the time of making application for benefits, elect to receive his benefits under one of the optional forms described below. The benefits payable under any optional form shall be the Actuarial Equivalent of the Straight Life Form of Benefits described in Section 1 of this Article:

- (a) **A 100% Joint and Survivor Option** - This Form is the same as that described in Section 2 of this Article except that the reduced benefit payable to the Surviving Spouse is 100% of the Retiree's reduced benefit. The Retiree may elect this form without the consent of his spouse.

In the event, however, that the Retiree's spouse who was his spouse at the time benefit payments commenced should die before the Retiree and within twenty-four (24) months after the date as of which benefit payments commenced hereunder, the Retiree shall thereafter receive a monthly benefit for the remainder of his life equal to the monthly benefit he would have been receiving under the provisions of Section 1 of this Article IX had his benefits been payable thereunder originally.

- (b) **A 75% Joint and Survivor Option** - This Form is the same as that described in Section 2 of this Article except that the reduced benefit payable to the Surviving Spouse is 75% of the Retiree's reduced benefit. The Retiree may elect this Form without the consent of his spouse.

In the event, however, that the Retiree's spouse who was his spouse at the time benefit payments commenced should die before the Retiree and within twenty-four (24) months after the date as of which benefit payments commenced hereunder, the Retiree shall thereafter receive a monthly benefit for the remainder of his life equal to the monthly benefit he would have been receiving under the provisions of Section 1 of this Article IX had his benefits been payable thereunder originally.

- (c) **A Life-Ten Years Certain Option** - This form provides an amount Actuarially Equivalent to the Straight Life Form of Benefits described in Section 1 of this Article reduced to provide a benefit payable, should the Participant who has Retired die after the first benefit becomes payable but before one hundred and twenty (120) monthly benefits have been paid, to the Beneficiary(ies) designated by the Participant at the time of Retirement commencing the first day of the month following the Retiree's death and continuing until the number of payments made to the Retiree and to his Beneficiary(ies) combined is one hundred and twenty (120). If both the Retiree and the Beneficiary should die before a total of one hundred and twenty monthly (120) benefits has been paid, the commuted value of the remaining payments needed to reach one hundred and twenty (120) shall be paid in a lump sum to the estate or the person who delivers to the Fund a sworn Affidavit of Decedent's Successor for Delivery of Certain Assets Owned by Decedent in accordance with MCL §§700.3983-700.3984 of the later of the two to die, provided that claim therefor is made within twelve (12) months of the date of the second death.

The Retiree shall be permitted to change his designated Beneficiary(ies) before a total of one hundred and twenty (120) monthly benefits have been paid, subject, if applicable, to the written consent of the spouse to whom he was legally married at the time benefits first became payable if she is still living. Any such designation shall be effective the first of the month following the receipt of a written Change of Beneficiary on a form prescribed and furnished by the Trustees and executed before an

authorized Fund Representative or Notary Public, but only if it is received in the Fund Office prior to the date of the Retiree's death.

A Beneficiary may, when benefits are payable to him, make a one time irrevocable assignment in writing, on a form prescribed and furnished by the Trustees, of all rights and benefits to which he is entitled.

Section 4 - Retroactive Annuity Starting Date: If the Fund Office determines that an administrative delay, error or omission on the part of the Trustees, the Fund's administrative manager, actuary, attorney, or any other 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 Article IX, Section 2, was provided to the Participant and distribution may begin not less than seven (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 the rate of interest on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue for the third calendar month preceding the first day of the Plan Year during which the actual make-up payment is made, from the date(s) of the missed payment(s).

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 50% 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 Article IX, Section 2, 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 Internal Revenue 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.

Section 5 - Remedy for Delayed Payments: The Trustees may remedy a delay in the payment of any benefit under the terms of the Plan if the Fund Office determines that it resulted from an administrative delay, error or omission on the part of the Trustees, the Fund's

administrative manager, actuary, attorney, or any other person engaged by the Fund with respect to determining eligibility for or the amount of the benefit, or in paying the benefit. The remedy shall be a make-up payment equal to the missed payment(s) plus interest, calculated using the rate of interest on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue for the third calendar month preceding the first day of the Plan Year during which the actual make-up payment is made, from the date(s) of the missed payment(s), provided that the Fund Office determines that the Participant, Alternate Payee, or Beneficiary was otherwise eligible for the benefit as of the date of the first delayed payment.

Section 6 - Lump Sum Cash Payments: If, at the time a Participant becomes an Inactive Participant, he is vested in accordance with the provisions of Article VII, the Trustees may determine the then current single sum Actuarial Equivalent of his Vested Benefit. If such single sum value is \$5,000.00 or less, an Inactive Participant who meets the eligibility requirements of Article VII, Section 1(b), may elect to receive such amount in a lump sum cash payment in full settlement of all his rights to benefits under the Plan. If such single sum value is \$1,000.00 or less, the Trustees may unilaterally distribute such amount in a lump sum cash payment to the Inactive Participant in full settlement of all his rights to benefits under the Plan provided the Inactive Participant has not had any contributions made or required to be made to the Fund in his behalf for two (2) successive Plan Years. Any single sum cash payment shall cancel the Inactive Participant's accumulated Future Service Benefit Credit and Years of Service, but not his Vesting Years.

Section 7 - Return to Employment:

- (a) If an Inactive Participant, who has not terminated participation by receiving a single sum Disability Benefit pursuant to the former Article VI, Section 2(a), or a lump sum payment pursuant to Article IX, Section 6, resumes employment as an Employee covered by this Plan, he shall again become an Active Participant, retroactive to the date upon which he resumed employment, when he has been credited with 575 Hours of Service (500 Hours of Work) in an Eligibility Computation Period.
- (b) If a Former Participant, who has terminated participation by receiving a single sum Disability Benefit pursuant to the former Article VI, Section 2(a), or a lump sum payment pursuant to Article IX, Section 4, resumes employment as an Employee covered by this Plan, he shall again become an Active Participant, retroactive to the date upon which he resumed employment, when, within an Eligibility Computation Period, he has been credited with 575 Hours of Service (500 Hours of Work). If, however, the Former Participant chooses to repay to the Fund the amount of the single sum Disability Benefit or lump sum payment received by him, with interest at 5% compounded annually from the date such payment was made until the date of repayment, then the Years of Service previously cancelled shall be reinstated, provided that repayment is made within five (5) Plan Years after the date as of which the Former Participant again becomes an Active Participant.

Section 8 - Suspension of Benefits:

(a) General Rule:

A Retiree's benefits shall be suspended for any period prior to the first day of April following the calendar year in which he reaches age seventy and one-half (70½) if he meets all of the following conditions:

- (i) He has become actively employed by an Employer, by any other employer, or self-employed, for at least forty (40) hours in any calendar month or for at least forty (40) hours in the payroll periods falling within a calendar month. Such hours shall include hours for which the Retiree is paid or entitled to payment for performance of duties as well as hours for which he is paid or entitled to payment on account of a period of time for which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military leave or leave of absence.
- (ii) such employment is in the same industry as the type of business activity engaged in by any Employer who was an Employer at the time the Retiree first received his monthly benefits (or would have received his monthly benefits had he not remained in or returned to an employed status).
- (iii) such employment is in the same trade or craft in which the Retiree was employed at any time while participating in the Plan and includes any supervisory or managerial activity which is reasonably related to the underlying skills associated with the trade or craft for which the Retiree was trained or in which he acquired his work experience.
- (iv) such employment is within the State of Michigan or within the Jurisdiction of a Participating Local whether within or without the State of Michigan.

(b) Additional Suspension for Certain Early Retirement Benefits:

After November 1, 2012, a Retiree's benefits shall also be suspended for any period prior to the first day of the calendar month in which he reaches age sixty-five (65) if he first began receiving benefits under Article V, Section 1(b) or (c) effective on or after January 1, 2009, and meets all of the following conditions:

- (i) He has become actively employed by an Employer, by any other employer, or self-employed, for at least one (1) hour in any calendar month or for at least one (1) hour in the payroll periods falling within a calendar month. Such hour shall include any time for which the Retiree is paid or entitled to payment for

performance of duties as well as any time for which he is paid or entitled to payment on account of a period of time for which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military leave or leave of absence.

- (ii) such employment is in the same industry as the type of business activity engaged in by any Employer who was an Employer at the time the Retiree first received his monthly benefits (or would have received his monthly benefits had he not remained in or returned to an employed status).
- (ii) such employment is in the same trade or craft in which the Retiree was employed at any time while participating in the Plan and includes any supervisory or managerial activity which is reasonably related to the underlying skills associated with the trade or craft for which the Retiree was trained or in which he acquired his work experience.
- (iv) such employment is within the State of Michigan or within the Jurisdiction of a Participating Local whether within or without the State of Michigan.

(c) Waivers:

Hours worked by a Retiree for the Michigan Carpenters' Apprenticeship & Training Fund during the period from November 1, 2012 through May 31, 2017 will not be the basis for a suspension under Section 8(b) above; however, the Retiree's benefit shall continue to be subject to the General Rule set out in Section 8(a).

Hours worked by a Retiree for an Employer as a Diver during the period from November 1, 2012 through October 31, 2013 will not be the basis for a suspension under Section 8(b) above; however, the Retiree's benefit shall continue to be subject to the General Rule set out in Section 8(a).

Hours worked by a Retiree for an Employer as a Millwright in the Western Northern area during the period of November 1, 2012 through May 31, 2017 will not be the basis for a suspension under Section 8(b) above; however, the Retiree's benefit shall continue to be subject to the General Rule set out in Section 8(a).

A Retiree shall be permitted to continue receiving monthly benefits under the Plan while employed up to a maximum of four hundred sixty-eight (468) hours in the September 1, 1997 - August 31, 1998 Plan Year and/or in the September 1, 1998 - August 31, 1999 Plan Year, by a contributing Employer, but the first of the month after the month in which the four hundred and sixty-eighth hour is worked, or immediately if the Retiree is

working for an employer which is not a contributing employer during that Plan Year, the Retiree's benefit shall be subject to the General Rule set out in Section 8(a).

A Retiree shall be permitted to continue receiving monthly benefits under the Plan while employed by a contributing Employer during the period from June 1, 2000 through April 30, 2001.

A Retiree working for a contributing Employer in an office, supervisory or managerial position which is outside the bargaining unit represented by the Union and does not involve the supervision of work within the jurisdiction of the Union, but not covered by a collective bargaining agreement, shall be permitted to continue receiving monthly benefits under the Plan during the period from May 1, 2001 through December 31, 2001, subject to such reporting requirements as are set by the Trustees. The monthly benefits of all other Retirees shall be subject to the General Rule set out in Section 8(a).

A Retiree, whose effective date of retirement is at least three months before the date he or she returns to work, shall be permitted to continue receiving monthly benefits under the Plan while employed by a contributing Employer in any classification(s) or Jurisdiction(s) of a Participating Local, upon a finding of full employment by the Chairman and Secretary of the Board of Trustees, during the period from August 1, 2014 through August 31, 2015. The Retiree will receive the greater of the monthly benefit that would have otherwise been suspended, or the present value of the additional benefit accrual that the Retiree would have earned during the period of his or her return to work. Any additional monthly benefits that would have been payable resulting from his or her return to work, net of the benefit already paid, shall be determined in accordance with Article IV, Section 2, Article V, Section 2 or Article VII, Section 2, as applicable.

A Retiree, who retired on or before August 1, 2015 and whose effective date of retirement is at least three months before the date he or she returns to work, shall be permitted to continue receiving monthly benefits under the Plan while employed by a contributing Employer in any classification(s) or Jurisdiction(s) of a Participating Local, upon a finding of full employment by the Chairman and Secretary of the Board of Trustees, during the period from September 1, 2015 through February 29, 2016. The Retiree will receive the greater of the monthly benefit that would have otherwise been suspended, or the present value of the additional benefit accrual that the Retiree would have earned during the period of his or her return to work. Any additional monthly benefits that would have been payable resulting from his or her return to work, net of the benefit already paid, shall be determined in accordance with Article IV, Section 2, Article V, Section 2 or Article VII, Section 2, as applicable.

A Retiree, who retired on or before November 1, 2016 shall be permitted to continue receiving monthly benefits under the Plan while employed by a contributing Employer as a Floor Layer or Millwright, during the period from December 1, 2016 through August 31, 2017. The Retiree will receive the greater of the monthly benefit that would have otherwise been suspended, or the present value of the additional benefit accrual that the Retiree would have earned during the period of his or her return to work. Any additional monthly benefits that would have been payable resulting from his or her return to work, net of the benefit already paid, shall be determined in accordance with Article IV, Section 2, Article V, Section 2 or Article VII, Section 2, as applicable.

A Retiree, who retired on or before November 1, 2016 shall be permitted to continue receiving monthly benefits under the Plan while employed by a contributing Employer as a Millwright, during the period from September 1, 2017 through April 30, 2018. The Retiree will receive the greater of the monthly benefit that would have otherwise been suspended, or the present value of the additional benefit accrual that the Retiree would have earned during the period of his or her return to work. Any additional monthly benefits that would have been payable resulting from his or her return to work, net of the benefit already paid, shall be determined in accordance with Article IV, Section 2, Article V, Section 2 or Article VII, Section 2, as applicable.

A Retiree, who retired on or before November 1, 2017 shall be permitted to continue receiving monthly benefits under the Plan while employed by a contributing Employer as a Millwright, during the period from June 1, 2018 through May 31, 2021. The Retiree will receive the greater of the monthly benefit that would have otherwise been suspended, or the present value of the additional benefit accrual that the Retiree would have earned during the period of his or her return to work. Any additional monthly benefits that would have been payable resulting from his or her return to work, net of the benefit already paid, shall be determined in accordance with Article IV, Section 2, Article V, Section 2 or Article VII, Section 2, as applicable.

A Retiree, who retired on or before November 1, 2017 shall be permitted to continue receiving monthly benefits under the Plan while employed by a contributing Employer as a Floor Layer or Carpenter, during the period from September 1, 2018 through August 31, 2019. The Retiree will receive the greater of the monthly benefit that would have otherwise been suspended, or the present value of the additional benefit accrual that the Retiree would have earned during the period of his or her return to work. Any additional monthly benefits that would have been payable resulting from his or her return to work, net of the benefit already paid, shall be determined in accordance with Article IV, Section 2, Article V, Section 2 or Article VII, Section 2, as applicable.

A Retiree, who retired before July 1, 2019 shall be permitted to continue receiving monthly benefits under the Plan while employed by a contributing Employer as a Floor Layer, during the period from July 1, 2019 through August 31, 2020. The Retiree will receive the greater of the monthly benefit that would have otherwise been suspended, or the present value of the additional benefit accrual that the Retiree would have earned during the period of his or her return to work. Any additional monthly benefits that would have been payable resulting from his or her return to work, net of the benefit already paid, shall be determined in accordance with Article IV, Section 2, Article V, Section 2 or Article VII, Section 2, as applicable.

A Retiree, who retired before July 1, 2019 shall be permitted to continue receiving monthly benefits under the Plan while employed by a contributing Employer, that has met the apprentice ratio requirements of the collective bargaining agreement to which it is signatory, as a Carpenter, during the period from July 1, 2019 through August 31, 2020. The Retiree will receive the greater of the monthly benefit that would have otherwise been suspended, or the present value of the additional benefit accrual that the Retiree would have earned during the period of his or her return to work. Any additional monthly benefits that would have been payable resulting from his or her return to work, net of the benefit already paid, shall be determined in accordance with Article IV, Section 2, Article V, Section 2 or Article VII, Section 2, as applicable.

A Retiree, who retired on or before November 1, 2017 shall be permitted to continue receiving monthly benefits under the Plan while employed by a contributing Employer as a Millwright, during the period from June 1, 2018 through May 31, 2021. The Retiree will receive the greater of the monthly benefit that would have otherwise been suspended, or the present value of the additional benefit accrual that the Retiree would have earned during the period of his or her return to work. Any additional monthly benefits that would have been payable resulting from his or her return to work, net of the benefit already paid, shall be determined in accordance with Article IV, Section 2, Article V, Section 2 or Article VII, Section 2, as applicable. Notwithstanding the above, for the period from January 1, 2020 through May 31, 2021, this waiver also applies to a Retiree who retired on or before November 1, 2019.

A Retiree, who retired at least seven (7) months prior to the date they return to work, shall be permitted to continue receiving monthly benefits under the Plan while employed by a contributing Employer as a Millwright, during the period from June 1, 2021 through May 31, 2024. The Retiree will receive the greater of the monthly benefit that would have otherwise been suspended, or the present value of the additional benefit accrual that the Retiree would have earned during the period of his or her return to work. Any additional monthly benefits that would have been payable resulting from his or her return to work, net of the benefit already

paid, shall be determined in accordance with Article IV, Section 2, Article V, Section 2 or Article VII, Section 2, as applicable.

A Retiree, who retired on or before May 1, 2021 and provides advance notice to the Fund of their return to employment, shall be permitted to continue receiving monthly benefits under the Plan while employed by a contributing Employer, that has met the apprentice ratio requirements of the collective bargaining agreement to which it is signatory, as a Carpenter or Floor Layer, during the period from July 1, 2021 through August 31, 2022. The Retiree will receive the greater of the monthly benefit that would have otherwise been suspended, or the present value of the additional benefit accrual that the Retiree would have earned during the period of his or her return to work. Any additional monthly benefits that would have been payable resulting from his or her return to work, net of the benefit already paid, shall be determined in accordance with Article IV, Section 2, Article V, Section 2 or Article VII, Section 2, as applicable.

A Retiree, who retired at least three (3) months prior to the date they return to work and provides advance notice to the Fund of their return to employment, shall be permitted to continue receiving monthly benefits under the Plan while employed by a contributing Employer, that has met the apprentice ratio requirements of the collective bargaining agreement to which it is signatory, as a Carpenter or Floor Layer, during the period from September 1, 2022 through February 29, 2024. The Retiree will receive the greater of the monthly benefit that would have otherwise been suspended, or the present value of the additional benefit accrual that the Retiree would have earned during the period of his or her return to work. Any additional monthly benefits that would have been payable resulting from his or her return to work, net of the benefit already paid, shall be determined in accordance with Article IV, Section 2, Article V, Section 2 or Article VII, Section 2, as applicable.

A Retiree, who retired at least three (3) months prior to the date they return to work and provides advance notice to the Fund of their return to employment, shall be permitted to continue receiving monthly benefits under the Plan while employed by a contributing Employer, that has met the apprentice ratio requirements of the collective bargaining agreement to which it is signatory, as a Carpenter or Floor Layer, during the period from March 1, 2024 through May 31, 2025. The Retiree will receive the greater of the monthly benefit that would have otherwise been suspended, or the present value of the additional benefit accrual that the Retiree would have earned during the period of his or her return to work. Any additional monthly benefits that would have been payable resulting from his or her return to work, net of the benefit already paid, shall be determined in accordance with Article IV, Section 2, Article V, Section 2 or Article VII, Section 2, as applicable.

A Retiree, who retired at least three (3) months prior to the date they

return to work, shall be permitted to continue receiving monthly benefits under the Plan while employed by a contributing Employer as a Millwright, during the period from June 1, 2024 through May 31, 2025. The Retiree will receive the greater of the monthly benefit that would have otherwise been suspended, or the present value of the additional benefit accrual that the Retiree would have earned during the period of his or her return to work. Any additional monthly benefits that would have been payable resulting from his or her return to work, net of the benefit already paid, shall be determined in accordance with Article IV, Section 2, Article V, Section 2 or Article VII, Section 2, as applicable.

(d) Administration and Enforcement:

A Retiree who intends to return to employment as described above must notify the Trustees in advance on a form prescribed and furnished by them of his intent to do so and must again notify the Trustees on a form prescribed and furnished by them when he no longer meets the conditions set forth above so that payment of his monthly benefits may be resumed. Should a Retiree who returns to employment without notifying the Trustees of his intent to do so be discovered on a job, the Trustees may presume that he has been re-employed under the conditions set forth above for the entire period that his employer has been working on that particular jobsite and suspend his monthly benefits for such period. This presumption shall be rebuttable but it shall be the responsibility of the Retiree to submit evidence to rebut said presumption.

When a Retiree who has had his monthly benefits suspended notifies the Trustees that he no longer meets the conditions set forth above, he shall again start receiving his monthly benefits not later than the first day of the third calendar month after the calendar month in which such notification is given. When monthly benefit payments are resumed, the first monthly payment shall include payments for any months for which benefits were suspended when the Retiree did not meet all of the relevant conditions set forth above, less any offset or recoupment which the Trustees are permitted to impose by applicable regulations.

In the event a Retiree receives monthly benefits for any period of time for which he is not entitled because of the provisions of this Section 8, the Trustees shall recoup any overpayments as quickly as they are permitted to do so by the applicable regulations.

The Trustees shall adopt such other reporting and related procedures as they deem necessary to police the provisions of this Section 8 and shall notify all Retirees receiving monthly benefits from the Fund of the provisions of this Section 8 and of all other procedures adopted by the Trustees to give effect thereto.

When payment of monthly benefits is resumed, the amount of such

payments shall be the same as the Retiree was receiving from the Plan prior to his return to work (except for any recoupment of overpayments) unless there has been a general improvement in Plan benefits to which he would have been entitled had he not returned to work.

Additional monthly benefits shall be payable each January 1 based on the Future Service Benefit Credit accrued by the Retiree during the immediately preceding Plan Year, unless his monthly benefits are suspended on that date, in which case they shall be payable when payment of his monthly benefits is resumed. Each such additional benefit payable under this Section shall be calculated in the same Form of Benefit in which the Retiree's monthly Benefit is being paid and at the rate applicable to the additional Future Service Benefit Credit, and, where applicable, calculated using the ages of the Retiree and his spouse on that January 1."

ARTICLE X - PARTICIPATION UNDER ORIGINAL PLAN

Section 1 - Protection of Rights: In the event a Participant who is a Participant in the plan as of September 1, 1976, in accordance with the provisions of Section 1 of Article II was a Participant in the Original Plan and was, as of August 31, 1976, eligible to receive benefits under the provisions of the Original Plan as they were in effect as of that date, becomes or remains eligible for benefits under the Plan, the Benefit which he shall receive shall not be less than the Benefit to which he was entitled under the Original Plan as of August 31, 1976.

The rights which any Participant may have to any benefits accrued under the Lathers' Fund prior to the date as of which he became a Participant in the Plan shall be determined under and provided solely by the Lathers' Fund.

The rights which any Participant may have to any benefits accrued under the Tile Helpers' Fund prior to the date as of which he became a Participant in the Plan shall be determined under the Tile Helpers' Fund.

ARTICLE XI - MISCELLANEOUS PROVISIONS

Section 1 - Limitation of Rights to Benefits: No Former, Disabled, Active or Inactive Participant, or Retiree, Spouse, Beneficiary, or any 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 said Plan.

Section 2 - Non-Alienation of Benefits: Except as may be required to comply with Qualified Domestic Relations Orders under the provisions of the Retirement Equity Act of 1984 or a valid levy imposed by the Internal Revenue Service or permitted under Article IX, Section 3(c) of this Plan, 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 Benefit nor the Fund shall, in any manner, be liable for or subject to the debts or liability of any person entitled to any Benefits. If a person entitled to Benefits shall attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber his Benefits under this Plan or any part thereof, or if by reason of his bankruptcy or other event happening at any such time, such Benefits would devolve upon anyone else or would not be enjoyed by him, or in the event of his legal disability or his inability to care for his affairs, the Trustees, in their discretion, may terminate his interest in any such Benefit and hold or apply it to or for the benefit of such person, his spouse, dependent children, or any of them, in such manner as the Trustees may deem proper.

Should a copy of a Domestic Relations Order be filed with the Trustees, the Trustees shall take whatever steps are required to determine whether such an Order is "Qualified" as described in the Retirement Equity Act of 1984 and the regulations issued thereunder. Once such a determination is made, the Trustees shall notify the Participant and the alternate payee(s) of such determination and, if such Order is Qualified, honor same in determining the rights of the Participant and such alternate payee(s) to Benefits under the Plan.

Notwithstanding the preceding, a Disabled Participant or Retiree may authorize the Fund to pay a portion of his Benefits to a fund through which he is eligible for health benefits. Such authorization is revocable at any time by the Disabled Participant or Retiree and must be made and revoked on forms provided by the Fund. Any such assignment or revocation shall be effective on the first day of the month next following the month in which the assignment or revocation is received by the Fund.

Section 3 – Termination of Beneficiary Status: The status of a spouse as Beneficiary shall terminate immediately upon the entry of a judgment or decree of divorce between the Participant and his spouse. The former spouse shall be recognized as a Beneficiary following the entry of such judgment or decree only if designated by a Qualified Domestic Relations Order or if designated by the Participant as Beneficiary after the entry of the judgment or decree on a form prescribed and furnished by the Trustees.

Section 4 - Incompetent Payees: In the event that the Trustees determine that a payee is mentally or physically unable to give a valid receipt for any benefit due to him under the Plan, such payment may, unless claim shall have been made therefor 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 payee. Any such payment shall be a payment for the account of the person involved and shall be a complete discharge of any liability of the Plan or the Trustees therefor.

Section 5 - Facility of Payment: If, when benefits first become payable under the Plan, the lump sum Actuarial Equivalent of the monthly benefit payable to anyone entitled to benefits hereunder is less than \$5,000.00, the benefit shall be paid as a lump sum cash payment in lieu of all benefits otherwise payable. When a monthly Retirement Benefit is being continued for a certain period of time to the estate of a Deceased Participant, as opposed to a living person, the Trustees may determine the commuted value of the remaining payments and pay such value in a single sum to the estate.

Section 6 - Time Requirements for Applications: No benefits, other than lump sum cash payments unilaterally payable by the Trustees pursuant to the provisions of Section 6 of Article IX, shall be paid unless application therefor is made to the Trustees as provided for in other Sections and Articles of the Plan or unless otherwise specifically provided for in other Sections and Articles of the Plan. No Benefits based on the death of a Participant shall be payable unless claim therefor is made within twelve (12) months after the death of the Participant. The Trustees may, however, waive this requirement on a non-discriminatory basis if, in their opinion, circumstances warrant such waiver.

Section 7 - Unclaimed Benefits: Once Benefit payments commence, if any Benefit payment is unclaimed or uncashed for a period of two (2) years, it shall revert to, and again become part of, the Fund; provided that any such forfeited amount shall be reinstated upon application therefor by the Retiree, his Surviving Spouse, or Beneficiary entitled thereto.

Section 8 - Eligible Rollover Distributions: Benefits payable as a lump sum to a Participant, his spouse, former spouse and/or Surviving Spouse, including a former spouse designated as Surviving Spouse by a qualified domestic relations order, and/or to a non-spouse Beneficiary are, pursuant to Section 401(a)(31) of the Internal Revenue Code, eligible 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 amount is \$200 or more;
- (b) if only a portion of the benefit is to be rolled over, that portion is not less than \$500;
- (c) 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 a qualified employer plan or a Section 457 plan which accepts rollovers, to an individual retirement account or annuity (IRA), to a Section 403(a) qualified annuity, to a Section 403(b) tax-sheltered annuity; or to a Section 402A Roth IRA;
- (d) the benefit, if payable to a non-spouse Beneficiary, is rolled over to an individual retirement account or annuity (IRA), or to a Section 402A Roth IRA that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA; and;
- (e) 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.

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

Section 9 - Payment of Benefits: The Fund shall pay benefits in accordance with the terms of this Plan and with Section 401(a)(9) of the Internal Revenue Code and the regulations, including the incidental benefits requirements of Section 401(a)(9)(G) of the Internal Revenue Code, specifically Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, applicable thereto at any time of reference. If any provision of this Plan is inconsistent with Section 401(a)(9) and the regulations, revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, that Section and the regulations, revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, will control the manner and form in which benefits are paid.

ARTICLE XII - ADMINISTRATION OF THE PLAN

Section 1 - Responsibility: The Plan shall be administered solely by the Trustees and employees or agents of the Trustees, acting for them as authorized, and 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.

Section 2 - Claims Procedures and Statute of Limitations: The Trustees shall make all determinations as to the right of any person to a benefit. Any denial by the Trustees of any claim for benefits under the Plan shall be stated in writing by the Trustees and delivered or mailed to the denied claimant, and such statement shall set forth the specific reasons for the denial, explained in language calculated to be understood by the claimant. In addition, the Trustees shall afford any denied claimant a reasonable opportunity for a review of the decision denying the claim and shall so inform the denied claimant. The Trustees have established the appeals procedures set out below to comply with the letter and spirit of ERISA and shall notify all Participants or persons claiming under or through them of such procedures.

If a claim under the Plan has been denied, in whole or in part, the claimant is entitled, either in person or by his duly authorized representative, to:

- (a) request, in writing, a review of the claim by the Trustees. Where written notice of denial was given to the claimant, the claimant must submit the request for review of the claim within sixty (60) days after claimant received that notice (180 days in the case of a claim relating to benefits payable due to disability);
- (b) review pertinent documents relating to the denial; and
- (c) submit issues and comments in writing.

The Trustees shall review the claim promptly and render their final decision not later than five (5) days after the Trustees' meeting next occurring after the appeal was received, unless the appeal was received within 30 days prior to the next meeting, in which case the response must be provided to the claimant five (5) days after the second Trustees' meeting. These periods may, under special circumstances, be extended to, at the latest, five (5) days after the third Trustees'

meeting after receipt of the request, but the claimant must be notified of this within the unextended time period. The final decision of the Trustees shall be in writing, give specific reasons for the decision and make specific references to the pertinent Plan provisions on which the decision is based

Notwithstanding any internal appeal process, any action in law or equity brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of the foregoing under or relating to this Plan shall be barred unless the complaint is filed within eighteen (18) months after the first date the participant receives a determination of his rights and/or benefits under the terms of the Fund's Plan, unless a shorter period is established by applicable statute, regulation or case law.

Any action in law or equity brought by a participant or beneficiary against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of the foregoing under or relating to this Plan shall be brought in the United States District Court where the Plan is administered.

Section 3 - Right to Data: 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, but not limited to, records of employment, proof of dates of birth and death, and evidence of existence, 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, and Former, Disabled, Active or Inactive Participants, and Retirees, or persons claiming under or through them.

Section 4 - Records and Reports: The Trustees shall exercise such authority and responsibility as they deem appropriate in order to comply with ERISA and governmental regulations issued thereunder relating to records of Participants and their respective status under the Plan and shall issue notifications to Participants and file an annual report with the Employee Benefits Security Administration of the United States Department of Labor. In addition, the Trustees shall respond to all reasonable requests for information received from Participants entitled to benefits hereunder.

Section 5 - Reciprocity: The Trustees may enter into agreements with Trustees of other pension funds for the recognition of credit and/or exchange of 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. Decisions of the Trustees as to the interpretation of any such reciprocal agreement shall be final.

Section 6 - Right to Rely on Information Provided: 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, the Association, Employers, Employees, Participants, Beneficiaries, Former Participants and alternate payees. Neither they nor the Fund shall be held liable for good faith reliance thereon.

Section 7 – Right to Recovery: The Board of Trustees has the right to recover any amount paid by this Fund in any form to which the participant or beneficiary is determined to be either fully or partially ineligible when the recipient received such amount. The Board may

recover such overpayments by any lawful means, including, but not limited to, recoupment of such overpayments from any other current or future benefits paid by the Fund of any kind to which the participant or beneficiary of the overpayment is or may become entitled.

Section 8 – Required Beginning Date: Benefits shall commence no later than the date required under the minimum distribution rule of Section 401(a)(9) of the Internal Revenue Code. The Plan meets this requirement by providing for an effective date of commencement of the first day of April following the calendar year in which a participant reaches age 70½ for all participants.

ARTICLE XIII - FINANCING OF PLAN

Section 1 - Contributions: All contributions to the Fund shall be made only by Employers in behalf of Employees in whose behalf such contributions are required by an applicable written agreement, or by the Union or its affiliates or by Trustees, agencies, etc., as defined in their respective capacity as an Employer. Contributions by an Employee shall not be permitted under the Plan. Contributions by an individual proprietor or partner on himself shall not be permitted under the Plan.

Section 2 - No Reversion of Contributions: No Employer shall have any right, title, or interest in the contributions made by it to the Fund and no part of the Fund shall revert to any such Employer except in the case of an error in the remission of such contributions and then only as may be permitted by ERISA.

Section 3 - Limitation of Benefits: The benefits of the Plan shall only be such as can be provided by the assets of the Fund and, except as may be required under ERISA, there shall be no liability or obligation on the part of any Employer to make any further contributions to the Fund in the event of termination of the Plan.

Section 4 - Actuarial Valuations: The benefits under the Plan and the rules governing eligibility therefor have been adopted by the Trustees on the basis of periodic actuarial valuations made by an Enrolled Actuary engaged by them. The Trustees shall have periodic re-valuations performed at least as frequently as required by ERISA; however, it is recognized that the actual experience of the Fund may differ from the assumed experience from time to time and that, if required to meet the funding requirements of ERISA, the Trustees may amend the Plan to decrease benefit amounts and may, if the actual experience is more favorable than assumed experience, increase benefit amounts or reduce eligibility requirements to qualify therefor.

ARTICLE XIV - EMPLOYER WITHDRAWAL LIABILITY

Section 1 – Calculation: Employer withdrawal liability, if any, shall be computed under the basic presumptive method as provided in Section 4211(b) of the Employee Retirement Income Security Act, as amended (ERISA).

Section 2 – Resolution of Disputes: Disputes between the Fund and an Employer concerning withdrawal liability shall, if not satisfactorily resolved by the parties, be submitted to

arbitration. Except as otherwise provided in the Withdrawal Liability Policy and Procedure adopted by the Board of Trustees, such arbitration proceeding shall be conducted in accordance with the Multiemployer Pension Plan Arbitration Rules for Withdrawal Liability Disputes of the American Arbitration Association.

Section 3 – Free Look Rule: An Employer that was not an Employer as of September 1, 2013, but becomes obligated to contribute to the Fund after that date, that would otherwise incur a Complete or a Partial Withdrawal, and consequently employer withdrawal liability, will not be assessed such employer withdrawal liability if the following conditions are met:

- (1) the Employer first had an obligation to contribute to the Fund on or after September 26, 1980,
- (2) the Employer was obligated to contribute to the Fund for no more than the lesser of six (6) consecutive Plan Years preceding the date on which the Employer withdraws, or the number of years required for vesting under the Plan,
- (3) the Employer was obligated to make contributions to the Fund for each Plan Year in an amount equal to or less than two percent (2%) of the sum of all employer contributions made to the Fund for each such Plan Year,
- (4) the Employer has never before avoided withdrawal liability from the Fund because of the application of this Section,
- (5) benefit credit accrued as a result of service with the Employer prior to the date the Employer first had an obligation to contribute to the Fund, if any, is cancelled; and
- (6) the ratio of the Fund's actuarial value of assets (for the Plan Year preceding the first Plan Year for which the employer was obligated to contribute to the Fund) to benefit payments made during that Plan Year was at least 8-to-1.

This provision does not apply to the time period before September 1, 2013.

ARTICLE XV - AMENDMENT, MERGER, OR TERMINATION

Section 1 - Right to Amend: Any amendment to this Plan may be made at any time by majority action of the Trustees and may be made retroactively in order to qualify and maintain this Plan as a "Qualified Plan" and Trust under applicable provisions of the United States Internal Revenue Code and ERISA. Unless required by law, no amendment of the benefits payable under this Plan shall be made except upon the advice and counsel of an Enrolled Actuary or actuarial firm engaged by the Trustees, and unless required or permitted by law, no such amendment shall operate to reduce the benefits of anyone entitled thereto at the time of such amendment.

Amendments pursuant to Section 412(c)(8) of the Internal Revenue Code and Section 302(c)(8) of ERISA (for the Plan Years beginning on or before September 1, 2007) or Section

412(d)(2) of the Internal Revenue Code or 302(d)(2) of ERISA (for the Plan Years beginning on or after September 1, 2008) to be effective for a Plan Year shall be adopted no later than two (2) years after the close of the Plan Year, and if such amendment reduces the Accrued Benefit of any Employee, the same shall not be effective unless approved by the Secretary of Labor, or unless the Secretary of Labor fails to take action disapproving the amendment within ninety (90) days of receipt of notice of such amendment.

Notwithstanding the foregoing paragraphs in this Section, any amendment to this Plan that modifies, reduces or terminates the provision of any benefit payable under the Plan, other than the accrued benefit, may be made at any time, as permitted by law, by majority action of the Trustees.

Section 2 - Mergers or Consolidations: 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.

Section 3 - Termination: This Pension Plan shall terminate upon the happening of any one or more of the following events:

- (a) In the event the Plan shall be, in the opinion of the Trustees based on the advice of an Enrolled Actuary, inadequate to carry out the intent and purpose of the Agreement and Declaration of Trust creating the Plan, or to meet the payments due or to become due under the Plan to persons already drawing benefits.
- (b) In the event there are no individuals living who can qualify for benefits hereunder.
- (c) In the event of termination by unanimous action of the Union, the Employers and the Trustees.
- (d) Upon action taken by the Pension Benefit Guaranty Corporation pursuant to provisions of Section 4042(a) of ERISA or by action taken by any other governmental agency authorized to so act.

Section 4 - Procedures in Event of Termination: In the event of termination, the Trustees shall:

- (a) Make provision out of the Pension Fund for the payment of any and all obligations of the Plan and Trust; including expenses incurred up to the date of termination of the Plan and the expenses incidental to such termination.
- (b) Arrange for a final audit and report of their transactions and accounts, for the purpose of termination of their Trusteeship.

- (c) Give any notice and prepare and file any report which may be required by law.

Any remaining assets of the Plan shall be allocated in accordance with the priorities established in Title IV, Section 4044, ERISA (or any successor statutory provision) and any applicable regulations of the Pension Benefit Guaranty Corporation. In such event, the rights of anyone to benefits accrued to the date of such termination or partial termination, to the extent funded as of such date, shall be non-forfeitable.

Subject to the provisions of Section 4044, ERISA, the amounts to be paid to each person interested in the Trust Fund and the manner of payments shall be determined by the Trustees. Having computed the value of the interest of such person, the Trustees shall provide such benefits either through the continuation of any Trust Fund hereunder or through the purchase of annuity contracts or both or proceed to liquidate the Trust Fund and to distribute the net balance thereof to the persons interested therein in proportion to the values of their respective interests, or partially by one method and partially by another. Such distributions may be in cash, securities, or property, or in the form of annuity contracts providing benefits of the same general character (but not necessarily in the same amount) as those to which the interested persons would have been entitled had this Plan not been discontinued, or partially by one method and partially by another as the Trustees shall determine.

IN WITNESS WHEREOF, this instrument evidencing the amendment, restatement and continuation of the Michigan Carpenters' Pension Plan has been executed on behalf of the Trustees this 1st day of January 2025.

FOR THE EMPLOYER TRUSTEES

Todd Doenitz
Chairman, Board of Trustees

FOR THE UNION TRUSTEES

Michael Barnwell
Secretary, Board of Trustees

APPENDIX A - EFFECTIVE DATES OF PARTICIPATION

Local Unions		Effective Dates of Participation for General Construction	Effective Dates of Participation for Highway Construction
S)	46	August 1, 1968	September 1, 1965
	100	May 1, 1964	September 1, 1965
Q)	116	May 15, 1963	September 1, 1965
T)	119-T	October 1, 1994	
	202	May 16, 1996	May 16, 1996
L)	227	June 1, 1966	September 1, 1965
U)	297	May 29, 1963	September 1, 1965
W)	334	May 15, 1963	September 1, 1965
Z)	335	May 29, 1963	September 1, 1965
V)	512	June 1, 1966	September 1, 1965
	525	May 16, 1996	May 16, 1996
E)	582	August 1, 1968	September 1, 1965
L)	651	June 1, 1966	September 1, 1965
	687	May 16, 1996	May 16, 1996
X)	704	June 1, 1966	September 1, 1965
	706	May 16, 1996	May 16, 1996
U)	871	May 29, 1963	September 1, 1965
U)	898	May 29, 1963	September 1, 1965
Y)	958	August 1, 1968	September 1, 1965
	1004	May 16, 1996	May 16, 1996
T)	1028-L	January 1, 1982	
A)	1077	May 15, 1963	September 1, 1965
	1102	June 1, 1963	
S)	1132	October 1, 1966	September 1, 1965
M)	1161	February 1, 1969	
N)	1191	May 1, 1967	
B)	1226	May 1, 1966	September 1, 1965
Y)	1227	August 1, 1968	September 1, 1965
W)	1373	May 14, 1963	September 1, 1965
X)	1449	June 1, 1966	September 1, 1965
S)	1461	October 1, 1966	September 1, 1965
	1510	May 16, 1996	May 16, 1996
B)	1547	May 1, 1966	September 1, 1965
Q)	1654	May 15, 1963	September 1, 1965
F)	1777	October 1, 1966	September 1, 1965
Y)	1832	August 1, 1968	September 1, 1965
G)	1852	August 1, 1968	September 1, 1965
H)	1908	May 29, 1963	September 1, 1965
O)	2026	May 29, 1963	September 1, 1965
I)	2065	August 1, 1968	September 1, 1965
C)	2123	June 20, 1966	
D)	2210	October 1, 1966	September 1, 1965
R)	2252	June 1, 1963	
D)	2316	October 1, 1966	September 1, 1965
J)	2464	August 1, 1968	September 1, 1965
P)	2585	February 1, 1964	
K)	2703	June 1, 1963	

APPENDIX A

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Legend:

- A) Merged into Local Union 1373 effective February 21, 1967.
- B) Merged into Local Union 100 effective July 1, 1968.
- C) Merged into Local Union 1373 effective October 1, 1967.
- D) Merged into Local Union 1461 effective August 16, 1968.
- E) Merged into Local Union 1832 effective August 26, 1969.
- F) Merged into Local Union 1132 effective February 7, 1969.
- G) Merged into Local Union 1227 effective October 28, 1969.
- H) Merged into Local Union 100 effective April 22, 1971.
- I) Merged into Local Union 958 effective May 1, 1973.
- J) Merged into Local Union 958 effective June 9, 1969.
- K) Merged into Local Union 335 effective October 29, 1976.
- L) Merged with Local Union 704 effective October 1, 1983.
- M) Merged with Local Union 334 effective July 1, 1983.
- N) Merged with Local Union 1449 effective December 15, 1983.
- O) Merged with Local Union 871 effective January, 1985.
- P) Merged with Local Union 334 effective July 1, 1983; charter terminated 1984.
- Q) Merged with Local Union 334 effective July 1, 1987.
- R) Merged with Local Union 1102 effective July 1, 1987.
- S) Merged into a new Local Union 202 effective May 16, 1996.
- T) Merged into a new Local Union 1045 effective May 16, 1996.
- U) Merged into a new Local Union 525 effective May 16, 1996.
- V) Merged into a new Local Union 687 effective May 16, 1996.
- W) Merged into a new Local Union 706 effective May 16, 1996.
- X) Merged into a new Local Union 1004 effective May 16, 1996.
- Y) Merged into a new Local Union 1510 effective May 16, 1996.
- Z) Merged into Local Union 100 effective May 16, 1996.

APPENDIX B

EMPLOYER CONTRIBUTIONS THAT ARE NOT CREDITED

Set forth below is the portion of the hourly Employer Contribution, negotiated by the bargaining parties, including Employer Contributions transferred to the Fund through the operation of reciprocity agreements with other qualified pension plans, which shall not be used in the calculation of Future Service Benefit Credit and benefit accrual:

For Work Performed	Total Excluded Contributions
August 1, 2005 - May 31, 2006	\$0.10
June 1, 2006 - May 31, 2007	\$0.20
June 1, 2007 - May 31, 2008	\$1.00
June 1, 2008 - December 31, 2012	\$2.00
2013*	\$2.50
2014*	\$3.00
2015*	\$3.00
2016*	\$3.24
2017 forward*	\$3.48

*The total excluded contributions for the period of 2013 forward occurred contemporaneously with the anniversary of the underlying agreement consistent with the contribution rate changes adopted pursuant to the Fund's Rehabilitation Plan's Schedules of Revised Benefits and Contribution Increases, as those schedules were elected by the bargaining parties.

EXCEPTIONS

If the hourly Employer Contribution is made on behalf of an Employee pursuant to the collective bargaining agreement between 1) the OPEIU and the Michigan Regional Council of Carpenters, 2) the Union and McClelland Millwork, or 3) the Union and Silver Creek, or is made at an hourly rate lower than the hourly Employer contribution for Journeymen in the collective bargaining agreement that applies to the work performed by the Employee, the amount not credited shall be determined by the specific provisions of the agreement, subject to approval by the Trustees, or, if there is no specific provision, pro-rated based on the standard percentage of non-credited contributions for Journeymen covered by that agreement, if any, or other agreements pursuant to which the Plan is maintained.

Further, The Trustees have reviewed the circumstances of the following agreements and identified them as attempts at Market Expansion or Recovery. It is understood that the anticipated contribution increases set out above would price Employers out of the work covered by these Agreements if an exception were not provided; therefore, in order to expand the contribution base of the Fund, maintain or potentially increase the number of hours of work performed by Participants during this period of economic turmoil and, in part, to recognize the past practice under the Agreements, the following exceptions have been made to the preferred schedule contribution rate increases:

1. New Market Initiative Addendum to the Upper Peninsula Collective Bargaining

Agreement between the AGC of Michigan and Carpenters Local Union #1510 covering the potentially new work described in that Addendum. Pension Contributions will be accepted under the preferred schedule at \$4.00 per hour from 2010 through April 30, 2015, \$4.48 per hour from May 1, 2015 through April 30, 2016 and \$4.96 per hour from May 1, 2016 forward, \$5.44 May 1 2017 as set out in that and future Addenda.

2. Carpenters Local Union #706 and 202 New Market Endeavors Agreement, covering the potentially new work described in that Agreement. Pension Contributions will be accepted under the preferred schedule at the rate of \$3.40 to \$8.85 per hour as set out in that Agreement.

3. Northern Michigan Industrial Maintenance Agreement, covering industrial maintenance work performed at Weyerhaeuser (Grayling), Lafarge Cement (Alpena), ABTCO (Alpena), Michigan Limestone Inc. of Michigan, The Fletcher Paper Plant (Alpena), Wexford Sand, ADD ATI and DCP Midstream. Pension Contributions may be accepted under the preferred schedule if increases are made at the following rates:

<u>Non-Credited</u> Contribution Rate Increases						
2009	2010	2011	2012-2016	2017	2018	2019
-	-	\$1.05	-	25¢	25¢	25¢

All these contribution increases will be pro-rated based on the ratio that the individual Employee's base wage bears to the highest base wage provided for any Employee covered under the same Agreement. The amount not credited shall be pro-rated based on the standard percentage of non-credited contributions for Journeymen covered by agreements pursuant to which the Plan is maintained.

4. Michigan Regional Council of Carpenters Specialty Agreement - Drywall, covering the potentially new drywall work described in that Agreement in the counties of Kent, Ottawa and Grand Traverse. Pension Contributions will be accepted under the preferred schedule at a rate of \$6.50 per hour, as set out in that Agreement.

5. Carpenters Local Union #1510 Agreement covering Residential work - Pension Contributions will be accepted under the preferred schedule with a 10¢ credited contribution increase rather than the 48¢ scheduled for June 1, 2015, June 1, 2016 and June 1, 2017. Future exceptions, if any, from the increases in the standard preferred schedule will be reviewed on an annual basis

6. Michigan Nuclear Agreements – Effective January 1, 2016, for Carpenter and Millwright hours worked at nuclear power plants with a capacity of 500 megawatts or more in the geographic Jurisdiction of Local Union #525, the hourly Credited Employer Contribution required to be made on behalf of a Power Plant Journeyman shall be reduced by \$2.46 and the hourly Non-Credited Employer Contributions will be reduced by \$0.82 for a total reduction of \$3.28. This reduction in the hourly contribution rate will also affect anyone whose contribution rate is based on the rate of the Power Plant Journeyman performing work at the same plants.

7. Michigan Regional Council of Carpenters Local 100 – New Market Initiative - Effective November 1, 2017, for Carpenter work in Allegan, Berry, Kent, Lake, Mason, Mecosta,

Montcalm, Muskegon, Newaygo, Oceana, Osceola and Ottawa Counties that meets the requirements of the New Market Initiative, Pension Contributions will be accepted under the preferred schedule at the rate of \$7.17 per hour as set out in that Agreement.