U.A.P.P. Local Union No. 142 Pension Plan

Summary Plan Description

July 1, 2022 Edition

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A MESSAGE FROM THE BOARD OF TRUSTEES OF U.A.P.P. LOCAL UNION NO. 142 PENSION PLAN

To All Participants:

We are pleased to provide you with this booklet describing the U.A.P.P. Local Union No. 142 Pension Plan ("Plan"), including Plan Amendments adopted through July 2022. This booklet serves as the Plan's Summary Plan Description ("SPD"). It describes the benefits available under the Plan.

We explain the Plan in this booklet as clearly as possible. However, the Plan's Amended and Restated Rules and Regulations ("Plan Document") is a complicated document. The Plan must operate under very specific federal rules. The Plan addresses a wide variety of conditions affecting Participants and their families. This booklet does not contain all of the Plan's details and may not reflect later Plan Amendments or other changes. This booklet creates no rights to any benefit. In the case of any difference between this SPD booklet and the Plan, the official Plan Document governs. To review a complete description of all your rights, you should consult the Plan Document.

If you have questions after reading this booklet, or if you want to review the Plan Document, you may call or write the Administrative Office (their contact information can be found on page 3 and in several other locations in this booklet). For your protection, only we, the Board of Trustees, may modify and interpret the Plan. Information you receive from the Union, individual Employers, or the representatives of either are unofficial. Any information or opinion concerning your rights under the Plan must be communicated to you in writing by us or on our behalf. The Board's interpretation is binding on all Employees, Participants, and their heirs, assignees or agents, and any other person.

We hope that you will find this booklet helpful.

Sincerely,

BOARD OF TRUSTEES

TO PROTECT YOUR BENEFITS, NOTIFY THE ADMINISTRATIVE OFFICE WHEN:

1. You change your address. We may not be able to find you to pay the benefits you have earned under the Plan if your current address is not provided to the Administrative Office.

2. You divorce or become legally separated. You must provide a court certified divorce decree, legal separation, or other family support obligation or property division order, including any separate Domestic Relations Order ("DRO") (this is described later).

3. You marry. You must provide a certified copy of the marriage license; verification of the marriage from the Texas Bureau of Vital Statistics, Declaration of Informal Marriage (for a common-law marriage), or, if married in another state, that state's appropriate documentation; or any applicable court order determining the existence of your marriage.

4. You or your Spouse dies. You must provide a certified copy of the death certificate.

Note: A written, signed request in a form acceptable to the Trustees must be submitted to the Administrative Office before any change can be made to your account information.

NOTICE

The U.A.P.P. Local Union No. 142 Pension Plan ("Plan") is not a contract of employment. It does not give you the right to remain employed. Any Employer may discharge any Employee, including you. Review your collective bargaining agreement to determine any rights you have related to these issues.

You MUST satisfy all the eligibility provisions of the Plan to be eligible for Plan benefits. Possession of this booklet does not entitle you, your Spouse, or your Beneficiary to Plan benefits.

The Board of Trustees has full and exclusive authority and discretion to determine all questions of coverage and eligibility, methods of providing or arranging for benefits, all facts related to your situation, and other related Plan matters. The Trustees have full power to construe the provisions of the Agreement and Declaration of Trust for the Plan and all other Plan documents. Any determination and any construction adopted by the Trustees will be binding on all entities, individuals, and Beneficiaries of the Plan.

The language in this booklet is simpler than the language of the Plan Document so that it is easier to understand. The coverage and requirements of the Plan Document supersedes this simplification, and any conflicts between the Plan Document and any other document, including the descriptions in this booklet, will be controlled by the provisions of the Plan Document.

"You" and "your" in this booklet refers to you as a Participant in the Plan, or to your Spouse or Beneficiary if appropriate.

HOW TO APPLY FOR PLAN BENEFITS

Telephone the Administrative Office at (866) 759-9559 (Toll Free) or (469) 423-6100 to receive a benefit application packet. Review the types of benefits listed below and follow the instructions for the chosen benefit. Mail or bring completed and signed forms, along with any required documentation, to the Administrative Office at the address provided below:

U.A.P.P. Local Union No. 142 Pension Plan
Southwest Service Administrators, Inc.
2425 N. Central Expressway, Suite 120
Richardson, TX 75080
(866) 759-9559 (Toll Free) - (469) 423-6100
(469) 423-6101 (FAX)

1. **Retirement Benefit.**

   a. Ask the Administrative Office for a distribution request form. Complete it and return it to the Administrative Office. Provide a copy of your birth certificate or other proof of your date of birth. If you are married, you must provide proof of your marriage, proof of your Spouse's date of birth, and your Spouse's Social Security number.

   b. The Administrative Office will use the information that you provide on the distribution request form to calculate estimates of your benefits under the payment options available to you. The Administrative Office will then send you a distribution packet that includes a benefit election form and information about your Retirement Benefit payment options to help you make your benefit election decisions.

   c. Complete and sign the benefit election form, tax withholding form, and any other documents the Administrative Office asks you to complete. Payments cannot begin before the completed and signed benefit election form, plus any required documentation, is received by the Administrative Office. If you are married and elect a benefit other than a 50% Joint and Survivor annuity, your Spouse must also complete a benefit election form to accept the benefit you have elected.

2. **Disability Retirement Benefit.** If you are applying for Disability Retirement Benefits, you must provide your Social Security Benefit Verification Letter in addition to providing the items mentioned above. If you have at least 20 Qualifying Years of Service and request a waiver of the Social Security Administration disability requirement, the Trustees may, with sufficient cause, waive that requirement.

3. **Survivor Annuity or Death Benefit.** Instruct your Spouse or other designated Beneficiary that they will need to contact the Administrative Office as soon as possible if you die. That individual must file an application with the Administrative Office for any survivor benefits or death benefit that may be due. The Administrative Office will provide information about possible benefits due to your surviving Spouse or other designated Beneficiary after receiving a request for such information.

ARTICLE I - INTRODUCTION

The Plan is maintained under one or more collective bargaining agreements ("CBA"), which generally provide that Employers who are party to the CBA will make monthly contributions to the Trust Fund on behalf of their covered Employees. When the Administrative Office receives the contributions for an Employee, it credits the appropriate Hours of Service for that Employee in accordance with the relevant CBA contribution requirements.

Your Retirement Benefit becomes payable as of the first day of the month after you become eligible for benefits, you elect to Retire, and you submit a completed benefit election to the Administrative Office. A complete application includes a Spousal benefit election and any other forms required by the Administrative Office. If your first benefit check is delayed for any reason, you will receive a check for the Retirement Benefit due to you back to your eligibility date (but you will not receive any benefits prior to your completed application being received by the Administrative Office). Because the initial calculations that determine your Retirement Benefit must be approved by the Board of Trustees after all Employer contributions are made on your behalf, and those contributions may not be received by the Trust Fund for several weeks after your last employment date, your Retirement Benefit may change within the first several months to reflect the correct payment amount.

Retirement Benefit payments are intended to help you with living expenses during your Retirement, and to provide a lifetime survivor's benefit to your Spouse if you die first. Therefore, Plan benefit payments may not be assigned to anyone else, except under a Qualified Domestic Relations Order (QDRO).

ARTICLE II- DEFINITIONS

2.01 "Accrued Benefit" means the benefit attributable to your Benefit Service as of any given date.

2.02 "Administrative Office" means the official office for the Trustees and also includes the office of the third party administrator that operates the Plan on a day-today basis.

2.03 "Annuity Starting Date" means the first day of the first calendar month after you or your Beneficiary are entitled to benefits from the Plan, and after the later of (a) your submission of a completed application for benefits; or (b) 30 days after you receive the Administrative Office's notification of the payment options available to you, unless you waive this 30-day period, in which case, seven days after you receive the Administrative Office's notification of the payment options available to you. See the Section regarding your Annuity Starting Date for additional Benefit Service after reemployment.

2.04 "Association" means the MCA-SMACNA of San Antonio, Inc. and any other such association of employers that becomes a party to the Trust Agreement.

2.05 "Beneficiary" means the individual you selected to be entitled to benefits under the Plan in certain circumstances if you die. If you are unmarried, you may designate a Beneficiary to receive any payments due and payable under the Plan but not actually paid before your death, and you may change the Beneficiary without the consent of the former Beneficiary, so long as payment has not been made. If you are married, your Beneficiary is your Spouse, or former Spouse to the extent required by a QDRO. However, for the Death Benefit, you may name another Beneficiary if your Spouse consents in writing, on a form provided by the Administrative Office upon request, to your designation of another Beneficiary. If you do not name a Beneficiary or your Beneficiary dies before benefits are paid, your Beneficiary will be as follows: your Spouse, and if none, your children in equal shares, *per stirpes*, and if none, your parents in equal shares, and if none, your brothers and sisters in equal shares, *per stirpes*, and if none, your estate.

2.06 "Benefit Service" means the Hours of Service that you are credited with that are calculated as full or partial credits (equivalent to years). The Benefit Service Section of this booklet more fully describes these rules.

2.07 "Claim" means a request by a specific claimant (or authorized representative) for a Plan benefit if it is submitted in writing to the Administrative Office. Certain inquiries, questions, and requests regarding eligibility or available benefits made before an application for benefits is completed are not considered to be Claims and carry no right to an appeal.

2.08 "Covered Employment" means (a) employment in a job classification covered by a collective bargaining agreement (CBA); or (b) employment by the Union, the Trust Fund, the Association, or a related entity, for which an Employer is required to make a contribution to the Trust Fund for an Employee.

2.09 "Employee" means (a) any person working within the jurisdiction of the Union, employed by an Employer, for whom contributions to the Trust Fund are required under a CBA or other agreement; (b) a person working outside the jurisdiction of the Union who is subject to a Reciprocity Agreement; and (c) any employee of the Union, Association, Trust Fund, or related entity who is expected to and does complete at least 300 Hours of Service in a Plan Year, provided there is a written agreement requiring employer contributions.

2.10 "Employer" means any person, firm, association, partnership, corporation, or other entity, excluding any sole proprietorship, that agrees to be bound by the terms and conditions of a CBA between the Association and the Union, or any other written agreement approved by the Board of Trustees, that requires the employer to make periodic contributions to the Trust Fund on behalf of its employees. The term "Employer" also includes the Union, the Trust Fund, the Association, and related entities, if applicable.

2.11 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

2.12 "Hours of Service" means:

a. Each hour of work for which you are directly or indirectly paid, or are entitled to be paid for performing services for an Employer;

b. Each hour for which back pay is either awarded or agreed to by your Employer (any Hours of Service related to back pay will be credited as if the hours were actually worked during the applicable months/years for which the payments were made);

c. Each hour for which a contribution is paid to the Trust Fund on your behalf from a visited fund as a result of a Reciprocity Agreement;

d. Each hour, up to 501 hours, for any single, continuous period (whether or not such period occurs in a single Plan Year), where you are paid, or entitled to be paid, by an Employer for a period during which you do not work due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. The number of Hours of Service available to you for Maternity or Paternity Leave will be up to 501 of the Hours of Service, which (i) otherwise normally would have been credited to you without the leave, or (ii) if that number cannot be determined, eight hours of service per day of the absence; with up to 201 hours available for crediting to the following Plan Year if you have already accrued 300 or more Hours of Service for the current Plan Year;

e. Hours credited during a period of Qualified Military Service if you meet the requirements under USERRA and the Plan. You will receive credit for 125 Hours of Service for each qualifying month of Qualified Military Service beginning December 1, 2013 (you will receive credit for 145 Hours of Service for Qualified Military Service if you retired prior to December 1, 2013); and

f. Hours worked will be credited under any of the above provisions only once. All Hours of Service are combined for purposes of the Plan, whether credited by one or several Employers. Hours of Service do not include: (l) payments to reimburse you for medical or medically-related expenses; or (2) hours for which you receive payment when you do not work if your payment is due to workers' compensation, unemployment compensation, or disability insurance law.

2.13 “Maternity or Paternity Leave” means an absence from work because: (1) of your pregnancy, (2) of the birth of your child, (3) a child was placed with you related to your adoption of the child, or (4) you were caring for a child during the period immediately following the child’s birth or placement for adoption. This includes the time involved for a trial period before an adoption.

2.14 “Normal Retirement Age” means: (l) the date you reach age 65; or (2) the first day of the Plan Year after your first date of Participation if you were 65 years old when you became a Participant.

2.15 “One-year Break in Service” means any Plan Year in which you are not credited with at least 300 Hours of Service, except for the Plan Year in which you Retire or die.

2.16 “Participant” means an Employee who has credit for at least one Hour of Service for which an Employer must make contributions to the Trust Fund, or for which contributions are required under a Reciprocal Agreement.

2.17 “Participation” begins on the date when you are first credited with an Hour of Service for which an Employer must make a contribution to the Trust Fund, or for which a contribution is required under a Reciprocal Agreement.

2.18 "Plan" means the Amended and Restated Rules and Regulations (the "Plan Document") adopted by the Trustees and the plan of benefits described in that document.

2.19 "Plan Year" means the twelve months starting July 1 and ending June 30.

2.20 "QDRO" means qualified domestic relations order, a court order that is issued as a result of a divorce, a legal separation, for family support obligations, or to divide marital property, that has been determined by the Plan to comply with applicable Plan provisions and Federal law.

2.21 "Qualifying Year of Service" means any Plan Year after June 30, 1964 in which you are credited with at least 1,000 Hours of Service. You will accrue a portion of a Qualifying Year of Service for any Plan Year that you earn at least 300, but less than 1,000 Hours of Service (portions of Plan Years earned in this manner are added together for your total Qualifying Years of Service). Qualifying Years of Service are used to determine your eligibility for benefits under the Plan, but not to determine the amount or form of your benefits (Benefit Service is used to determine your benefit amount or your form of benefit). You will accrue Qualifying Years of Service for any Qualified Military Service as provided in the Plan and under USERRA.

2.22 "Reciprocity Agreement" means an agreement between the Board of Trustees and the trustees of another pension plan in another local union's jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry or a national agreement between the Board of Trustees and other, similar plans where contributions paid by employers on behalf of visiting travelers to the visited fund are reciprocated to the traveler's home fund, generally on a "money-follows-the-man" arrangement.

2.23 "Required Beginning Date"

a. For Participants who attained age 70½ on or before December 31, 2019, the Required Beginning Date means April 1 of the calendar year following the later of:

   i. the calendar year in which you reach age 70½; or

   ii. the calendar year in which you retire.

b. For Participants who attained age 70½ after December 31, 2019, the Required Beginning Date means April 1 of the calendar year following the later of:

   i. the calendar year in which you reach age 72; or

   ii. the calendar year in which you retire.

2.24 "Retire" and "Retirement" mean the termination of Covered Employment for a reason other than death or Total Disability, after a Participant has fulfilled all requirements to receive payment of Retirement Benefits under the Plan, except for distributions to you if you qualify for pension benefit payments during employment after Normal Retirement Age or after your Required Beginning Date.

2.25 "Retiree" means a Participant who has ended Covered Employment, has met all requirements to receive a Retirement Benefit payment, and who is receiving Retirement Benefit payments (or who would be but for administrative processing), except where you are entitled to receive benefit payments during Covered Employment.

2.26 "Retirement Benefit" means the benefit you will receive upon Retirement, calculated using your Benefit Service and the Plan's payment rates, if you have an Accrued Benefit that is Vested at that time.

2.27 "Spouse" means a person to whom you are considered married for at least one year as of your Retirement or death, under the marital laws of the jurisdiction where the marriage was performed or was established and includes your former Spouse to the extent such designation is provided in a QDRO approved by the Trustees.

2.28 "Total Disability" means that you have received a Social Security Benefit Verification Letter stating that you are eligible for Social Security Disability benefits. The Trustees, if they have determined in their sole discretion that there is sufficient cause, may waive such requirement if you have completed at least 20 Qualifying Years of Service. Your condition may not result from a felony for which you are convicted.

2.29 "Trust Fund" means the trust created to hold all assets held by the Trustees to fund the Plan, including all income or principal related to such assets. The Trust Fund was established under the Agreement and Declaration of Trust (the "Trust Agreement"), as amended, adopted as of July 1, 1976.

2.30 "Trustees" or "Board of Trustees" means the Board of Trustees established and maintained pursuant to the Trust Agreement

2.31 "Uniformed Service" means active-duty service in the uniformed services, as that term is defined by USERRA, including the Army, Navy, Air Force, Marines, Coast Guard, and related services, that qualifies as Hours of Work under the Plan and USERRA and as Qualified Military Service under the Plan.

2.32 "Union" means Local Union No. 142 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, and any other related union that becomes a party to and bound by the Trust Agreement, or the successor by consolidation or merger to such union(s).

2.33 "USERRA" means the Uniformed Service Employees Employment and Re-employment Rights Act of 1994, as may be amended.

2.34 "Vested" generally means you cannot lose your Accrued Benefit. You will become 100% Vested in your Accrued Benefit upon the earlier of (a) completion of 5 Qualifying Years of Service without incurring a Permanent Break in service, or (b) upon reaching Normal Retirement Age. See Article IV - Vesting for additional details.

ARTICLE III – ELIGIBILITY AND BENEFIT SERVICE

3.01 Eligibility. You are eligible to Participate in the Plan as soon as contributions are owed to the Plan on your behalf by an Employer. You do not have to attain any certain age to accrue Hours of Service and be entitled to contributions under the Plan.

3.02 Benefit Service Credits for each period are added together to obtain your total Benefit Service. The periods are credited as follows:

Table 3.02(a) – Benefit Service Credit by Period Hours Credited

Period	**Benefit Service**
Past Service: For hours credited before July 1, 1964	You are credited with one year of Benefit Service for each year before July l, 1964 in which you were dependent for your livelihood upon your trade as a plumber or pipefitter within the geographical jurisdiction of the Union, in a job classification covered by a CBA or participation agreement, and as documented to the satisfaction of the Trustees (“Past Service”). A fraction of a year of Past Service will be credited, proportionately, based on the number of months of Past Service divided by 12. You may not be credited with more than 15 years of Past Service.
For hours credited beginning July 1, 1964	You will be credited with one year of Benefit Service Credit for each Plan Year beginning July l, 1964 in which you had at least 1,500 Hours of Service. • No Benefit Service is credited for a Plan Year if you had less than 300 Hours of Service in that Plan Year unless you Retire or die in that Plan Year. In the Plan Year that you Retire or die, you will be credited with $1/1500^{th}$ of a year of Benefit Service for each Hour of Service earned that Plan Year. • You are credited with $1/1500^{th}$ of a year of Benefit Service for each Hour of Service if you had less than 1,500, but more than 300 Hours of Service in a Plan Year.
For hours credited beginning July 1, 1993	In addition to the above, you will be credited as follows for each Plan Year for Hours of Service earned beginning July l, 1993: • If you have at least 1,800 but less than 2,100 Hours of Service, you are credited with a total of 1.2 years of Benefit Service Credit for that Plan Year; and • If you have at least 2,100 Hours of Service, you will be credited with a total of 1.4 years of Benefit Service Credit.
For hours credited beginning July 1, 2007	In addition to the above, you will be credited as follows for each Plan Year for Hours of Service earned beginning July l, 2007: • If you have at least 2,400 Hours of Service, you will be credited with a total of 1.6 years of Benefit Service Credit.

Benefit Service Example: Pat worked as a plumber for Plan Years 1983 through 2019. Pat was credited with 1,500 Hours of Service for Plan Years 1983 and 1984. Pat then worked less than previously, and was credited with 750 Hours of Service each Plan Year from 1985 to 1988. Pat was then credited with 1,000 Hours of Service each Plan Year from 1989 to 2002. Pat was credited with 1,900 Hours of Service each Plan Year from 2003 through 2006. Pat was credited with 900 hours from 2007 to 2010. Pat was credited with 2,400 hours from 2011 to 2018. Pat was credited with 1,000 hours for 2019 and retired. Pat is credited with Benefit Services as follows:

Table 3.02(b) – Benefit Service Credit Example

Years worked	Hours of Service Credited	Benefit Service Credits	Total Benefit Service Credits
1983-84	1,500 each Plan Year	1,500/1,500 = 1.000 per Plan Year	2.000
1985-88	750 each Plan Year	750/1,500 = 0.500 per Plan Year	2.000
1989-2002	1,000 each Plan Year	1,000/1,500 = 0.667 per Plan Year	9.333
2003-06	1,900 each Plan Year	1,800 to 2,100 = 1.200 per Plan Year	4.800
2007-2010	900	900/1,500 = 0.600 per Plan Year	2.400
2011-2018	2,400	2,400 or more = 1.600 per Plan Year	12.800
2019	1,000	1,000/1,500 = 0.667 per Plan Year	.667
Total			34.000

If you have any questions about how many Benefit Service Credits you have earned, or the process for calculating those Credits, call the Administrative Office at the address listed in this booklet.

ARTICLE IV – VESTING AND FORFEITURE

4.01 Vesting. Your Accrued Benefit becomes Vested after you (a) complete five Qualifying Years of Service without incurring a Permanent Break in Service, or (b) reach Normal Retirement Age. Once your Accrued Benefit is Vested, you will be entitled to receive a Retirement Benefit starting at the permitted retirement age even if you leave Covered Employment before you Retire.

4.02 Permanent Break in Service. You will have a Permanent Break in Service if you are not Vested and you have at least five (5) consecutive One-year Breaks in Service that equal or exceed the total number of Qualifying Years of Service credited before the five or more consecutive Breaks in Service began. If you have a Plan Year where you are credited with less than 300 Hours of Service, you will incur a One-year Break in Service.

If you have a Permanent Break in Service before you are Vested, you are no longer considered a Participant in the Plan and you lose all of your Qualifying Years of Service and Benefit Service Credits earned before the Permanent Break in Service.

ARTICLE V – CONTRIBUTIONS

5.01 Contributions by Employers. Each Employer makes contributions on your behalf to the Plan for each Hour of Service that is credited to you under the Plan. Your Employer must comply with the Plan's contribution requirements if you are covered by the Plan.

5.02 Contributions by Participants is Prohibited. You are not required to, and you may not make contributions to the Plan.

5.03 Reciprocal Agreements. If you are employed outside the geographical area of the Union, a Reciprocal Agreement may exist between this Trust Fund and another trust fund that is considered a "visited fund" under the Plan. If a Reciprocal Agreement applies to you, it may allow you to continue to earn Qualifying Years of Service and Benefit Service Credits under this Plan while you are working elsewhere. The primary reciprocal agreement is the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada-AFL-CIO Reciprocity Program (the "UA Program"). Under the UA Program, the hourly contribution rate at any visited fund will be prorated, meaning the visited fund rate will be adjusted to credit you with Qualifying Years of Service and Benefit Service in proportion to the contribution rate difference between the visited fund and this Trust Fund.

5.04 Reciprocal Contribution Examples. The following examples are based upon your working 40 hours under the visited fund. Situation 1 involves a visited fund contribution rate that is less than the Plan's contribution rate and Situation 2 involves a visited fund contribution rate that is more than the Plan's contribution rate. The chart below shows the resulting Benefit Service and Qualifying Years of Service earned in each Situation.

Table 5.04 – Reciprocal Contribution Examples

Reciprocal Transfer Examples	**Situation 1** – Lower Visited Fund Rate	**Situation 2** – Higher Visited Fund Rate
Visited Fund Rate	$3.00	$6.00
Divided by the Plan's Rate	$3.00 ÷ $4.40 = 0.682	$6.00 ÷ $4.40 = 1.364
Multiplied by 40-Hour Week	0.682 x 40 = 27.28 Hours of Service	1.364 x 40 = 54.56 Hours of Service
Hours Applied Toward Benefit Service	27.28	54.56
Hours Applied Toward Qualifying Years of Service	40	40

Please contact the Administrative Office if you have any questions related to contributions from any visited fund.

ARTICLE VI - PAYMENT OPTIONS

Several Retirement Benefit payment options are available under the Plan, and the Retirement Benefit options vary as do the payment amounts. The amount of the Retirement Benefit payments for each option depends on several factors, including when you earned your Benefit Service, your age at the time you Retire, the number of Benefit Service Credits you have earned, and other factors.

6.01 Payment Form for Present Value of $5,000 or Less. When you or your Beneficiary apply for benefits under the Plan, if the actuarial present value of your Retirement benefit is $5,000 or less at the time you Retire or die, the Plan will pay you or your Beneficiary one lump-sum payment of the actuarial present value of your Retirement benefit. No other method of payment will be available. After you receive this lump-sum payment, your Participation in the Plan ends and all Benefit Service is eliminated. However, if you re-enter Covered Service and again become a Participant in the Plan, you may repay the lump-sum payment (with interest) subject to the Plan requirements (buy-back of prior distribution) and continue to accrue additional Qualifying Years of Service and Benefit Service. Upon completion of the Plan's buy-back of prior distribution requirements, you will again be credited with the total Qualifying Years of Service and Benefit Service you had previously accrued.

6.02 Unmarried Participant. If you are not married and do not have a Beneficiary at the time of your retirement, the Plan will pay your Retirement Benefit in the form of a single life annuity. However, if the actuarial present value of your Retirement Benefit is $5,000 or less at the time you Retire, the Plan will pay your benefit in a single lump-sum payment or rollover (for eligible distributions).

6.03 Married Participant

a. **Automatic Form of Payment: 50% QJSA**. If you have a Spouse at the time you Retire, your Retirement Benefit will be paid as a 50% qualified joint and survivor annuity ("50% QJSA"), unless you choose a different payment form (with Spousal consent). With a 50% QJSA, you receive a monthly payment until you die. After your death, your surviving Spouse will receive 50% of that monthly amount for your Spouse's life. However, before you Retire, you and your Spouse may reject the 50% QJSA, and instead elect a 75% or 100% QJSA, or a 75% or 100% pop-up QJSA, as described below.

b. **75%, 100%, and Pop-Up QJSA Payment Options**. If you and your Spouse waive the 50% QJSA and elect any one of the four payment options explained below, your monthly Retirement Benefit will be actuarially adjusted to compensate for the greater monthly survivor benefit, compared to the 50% QJSA, that is payable to your surviving Spouse. In addition, if your Spouse is more than 15 years younger than you, your Spouse will be treated as being 15 years younger than you for purposes of the adjustments described below.

   l. **75% QJSA** (may also be referred to as a "Qualified Optional Survivor Annuity"). This option provides that after your death, your Spouse will receive a lifetime benefit equal to 75% of the monthly Retirement Benefit payment you received before your death. You can estimate your Retirement Benefit payment as follows (the maximum payment percentage is 99%):

A. **Normal Retirement Benefit**: Multiply your Normal Retirement Benefit by 94.5% minus 0.2% for each year your Spouse is younger than you, or plus 0.2% for each year your Spouse is older than you when you Retire.

B. **Disability Retirement Benefit**: Multiply your Normal Retirement Benefit by 89.8% minus 0.1% for each year your Spouse is younger than you, or plus 0.2% for each year your Spouse is older than you when you Retire.

2. **100% QJSA**. This option provides that after your death, your Spouse will receive a lifetime benefit equal to 100% of the monthly Retirement Benefit payment you received before your death. You can estimate your Retirement Benefit payment as follows (the maximum payment percentage is 99%):

A. **Normal Retirement Benefit**: Multiply your Normal Retirement Benefit by 89.6% minus 0.3% for each year your Spouse is younger than you, or plus 0.3% for each year your Spouse is older than you when you Retire.

B. **Disability Retirement Benefit**: Multiply your Normal Retirement Benefit by 81.6% minus 0.2% for each year your Spouse is younger than you, or plus 0.3% for each year your Spouse is older than you when you Retire.

3. **75% Pop-up QJSA**. This option provides that after your death, your Spouse will receive a lifetime benefit equal to 75% of the monthly Retirement Benefit payment you received before your death. Additionally, if you retire and your Spouse dies before you, your monthly Retirement Benefit will be increased to the amount it would otherwise have been if you had elected the 50% QJSA and will be paid to you for the remainder of your lifetime. Generally, this means that your Retirement Benefit payments after your Spouse's death will be more than they would have been if you had not chosen the Pop-up feature. You can estimate your Retirement Benefit payment under this option as follows (the maximum is 99%):

A. **Normal Retirement Benefit**: Multiply your Normal Retirement Benefit by 92.7% minus 0.1% for each year your Spouse is younger than you, or plus 0.1% for each year your Spouse is older than you when you Retire.

B. **Disability Retirement Benefit**: Multiply your Normal Retirement Benefit by 88.3% minus 0.1% for each year your Spouse is younger than you, or plus 0.1% for each year your Spouse is older than you when you Retire.

4. **100% Pop-up QJSA**. This option provides that after your death, your Spouse will receive a lifetime benefit equal to 100% of the monthly

Retirement Benefit payment you received before your death. Additionally, if you retire and your Spouse dies before you, your monthly Retirement Benefit will be increased to the amount it would otherwise have been if you had received the 50% QJSA and will be paid to you for the remainder of your lifetime. Generally, this means that your payment after your Spouse's death will be more than it would have been if you had not chosen the Pop-up feature. You can estimate your Retirement Benefit payment under this option as follows (the maximum percent is 99%):

A. **Normal Retirement Benefit**: Multiply your Normal Retirement Benefit by 87.4% minus 0.2% for each year your Spouse is younger than you, or plus 0.2% for each year your Spouse is older than you when you retire.

B. **Disability Retirement Benefit**: Multiply your Normal Retirement Benefit by 79.9% minus 0.1% for each year your Spouse is younger than you, or plus 0.1% for each year your Spouse is older than you when you retire.

Note: After the Administrative Office receives your written request, it will mail to you an estimate of the amount of your Retirement Benefit for each of your available payment options described above to help you choose your benefit.

ARTICLE VII - NORMAL RETIREMENT BENEFIT

7.01 Eligibility. You are eligible for a Normal Retirement Benefit when you have reached Normal Retirement Age, as defined in the "Definitions" section of this booklet.

7.02 Normal Retirement Benefit. The amount of your monthly Normal Retirement Benefit will be based on the following:

a. For payments due on or after the dates in column I in Table 7.02, add all the following that apply:

1. Your Benefit Service Credits earned before July l, 1976 multiplied by the rate in column II;
2. Your Benefit Service Credits earned on or after July 1, 1976 and before July l, 1997 multiplied by the rate in column III;
3. Your Benefit Service Credits earned on or after July l, 1997 and before July l; 2002 multiplied by the rate in column IV;
4. Your Benefit Service Credits earned on or after July 1, 2002 and before July 2007 multiplied by the rate in column V;
5. Your Benefit Service Credits earned on or after July 1, 2007 and before July 1, 2014 multiplied by the rate in column VI;
6. Your Benefit Service Credits earned on or after July 1, 2014, and before July 1, 2017, multiplied by the rate in column VII;

7. Your Benefit Service Credits earned on or after July 1, 2017, and before July 1, 2018, multiplied by the rate in column VIII;

8. Your Benefit Service Credits earned on or after July 1, 2018, multiplied by the rate in column IX; and

9. Your Benefit Service Credit earned on or after July 1, 2021, multiplied by the rate in column X.

Table 7.02 – Amounts Used to Calculate Retirement Benefits

I Payment Due on or after	II Benefit Service Before July 1, 1976 (Past Service)	III Benefit Service on or after July 1, 1976 before July 1, 1997	IV Benefit Service on or after July 1, 1997 and before July 1, 2002	V Benefit Service on or after July 1, 2002 and before July 1, 2007	VI Benefit Service on or after July 1, 2007 and before July 1, 2014	VII Benefit Service on or after July 1, 2014 and before July 1, 2017	VIII Benefit Service on or after July 1, 2017 and before July 1, 2018	IX Benefit Service on or after July 1, 2018 and before July 1, 2021	X Benefit Service on or after July 1, 2021
July 1, 1984	$12.00	$13.50							
July 1, 1986	$14.00	$21.50							
July 1, 1988	$15.00	$27.50							
July 1, 1989	$16.50	$30.00							
July 1, 1991	$19.00	$34.50							
July 1, 1993	$21.50	$37.50							
July 1, 1997	$21.50	$37.50	$39.40						
July 1, 1999	$26.50	$55.40	$55.40						
July 1, 2001	$26.50	$55.40	$58.40						
Jan. 1, 2005	$26.50	$55.40	$62.40	$66.40					
July 1, 2007	$26.50	$55.40	$62.40	$66.40	$71.40				
July 1, 2014	$26.50	$55.40	$62.40	$66.40	$71.40	$76.40			
July 1, 2017	$26.50	$55.40	$62.40	$66.40	$71.40	$76.40	$81.40		
July 1, 2018	$26.50	$55.40	$62.40	$66.40	$71.40	$76.40	$81.40	$84.90	
July 1, 2021	$26.50	$55.40	$62.40	$66.40	$71.40	$76.40	$81.40	$84.90	$94.30

b. Explanations and Limitations. Subject to the provisions of subsections (b)(1– 4) below:

1. If you left Covered Employment on or before June 30, 1997, and were eligible at that time for an Early Retirement Benefit, the accrual rate applicable to any Benefit Service subsequently earned by you on or after July l, 1999 is the rate in effect for Employees in Covered Employment on and after July 1, 1999. Benefit Service earned through the date you left shall be at the rate in effect as of June 30, 1997.

2. To receive the July l, 1999 rates of $26.50 and $55.40, you must have been working in Covered Employment on or after July l, 1999; and, to receive the July l, 2001 rate of $58.40, you must have been working in Covered Employment on or after July l, 2001. For the purposes of this subsection b. 2. only, the phrase "working in Covered Employment" means you were credited with at least one Hour of Service during the Plan Year in which the applicable rate became effective.

3. Provided you did not incur a One-year Break in Service during the Plan Year beginning July 1, 2003 and ending June 30, 2004, you will receive the January l, 2005 rates of $62.40 and $66.40 if you were working in Covered Employment on or after January l, 2005. For the purposes of this subsection b.2. only, the phrase "working in Covered Employment" means you were credited with at least one Hour of Service on or after January 1, 2005.

4. If your Benefit Service was interrupted by a period of five or more consecutive One-year Breaks in Service that began before you met the requirements for an Early Retirement Benefit, the dollar rate to be applied to the Benefit Service that preceded the latest such One-year Break in Service is the rate in effect at the end of the last Plan Year of the same period of Benefit Service, but not less than $9.50. However, once you begin receiving a Retirement Benefit, such dollar rate may increase as a result of benefit increases granted to Retirees by the Trustees.

The following examples are provided to make the rules above clearer. Assume the following facts for each of the examples below: All Participants are single and begin working on July 1, 1990, they all work 1,500 hours per year in Covered Employment each Plan Year, and they all turn 30 on their date of employment.

*Scenario 1: Participant #1 terminated employment (without earning any additional Benefit Credit) on June 30, 1999, with nine Benefit Service Credits. Since this Participant was not eligible for an immediate Early Retirement Benefit upon termination and did not meet the requirements under subsections (b)(1-3 above, subsection (b)(4). above applies, so this Participant would be entitled to a pension amount beginning at Normal Retirement Age of 65:

Benefit Credit Period	Benefit Credits	Section 7.02 Benefit Amount	Benefit Amount Per Month
7/1/90 to 6/30/97	7 **X**	$37.50 =	$262.50
7/1/97 to 6/30/99	2 **X**	$39.40 =	<u>$ 78.80</u>
Total Benefit Per Month	9		$341.30

*Scenario 2: Participant #2 continued to work through July 1, 2001, including eight Hours of Service on July 1, 2001, and then terminates employment (without earning any additional Benefit Credit) with 11 years of Benefit Service Credits. Subsection b. 2. applies to Participant #2, who would be entitled to a pension amount beginning at Normal Retirement Age of 65 of:

Benefit Credit Period	Benefit Credits	Section 7.02 Benefit Amount	Benefit Amount Per Month
7/1/90 to 6/30/97	7 **X**	$55.40 =	$387.80
7/1/97 to 6/30/01	4 **X**	$58.40 =	<u>$233.60</u>
Total Benefit Per Month	11		$621.40

*Scenario 3: Participant #3 continued to work through June 30, 2010 and then terminated employment (without earning any additional Benefit Service Credit) with ten years of Benefit Service Credit. Subsection b. 3. applies and Participant #3 would be entitled to a pension amount beginning at Normal Retirement Age of 65 of:

Benefit Credit Period	Benefit Credits	Section 7.02 Benefit Amount	Benefit Amount Per Month
7/1/90 to 6/30/97	7 **X**	$55.40 =	$387.80
7/1/97 to 6/30/02	5 **X**	$62.40 =	$312.00
7/1/02 to 6/30/07	5 **X**	$66.40 =	$332.00
7/1/07 to 6/30/10	3 **X**	$71.40 =	<u>$214.20</u>
Total Benefit Per Month	20		$1,246.00

Since Participant #3 was eligible for an Early Retirement Benefit, Participant #3 could retire immediately (at age 50), but the benefit would be actuarially reduced by 5% per year prior to age 65, so the immediate Early Retirement Benefit for Participant #3 would only be $311.50 per month. See the Early Retirement Benefit requirements in Article VIII below.

*Scenario 4: Participant #4 was 50 years old on August 31, 2013 and terminated employment on June 30, 1996 (with six years of Benefit Service Credit), returned to employment on September 1, 2001, terminated employment again on June 30, 2006 (with five years of Benefit Service Credit) and returned to employment on September 1, 2012, and continued to work through August 31, 2013 (one Benefit Service Credit), for a total Benefit Service Credit of 12 years. Subsection b. 4 above applies and Participant #4 would be entitled to a pension amount beginning at Normal Retirement Age of 65 (Participant #4 did not qualify for an Early Retirement Benefit) of:

Benefit Credit Period	Benefit Credits		Section 7.02 Benefit Amount		Benefit Amount Per Month
7/1/90 to 6/30/96	6	**X**	$37.50	=	$225.00
9/1/01 to 6/30/02	1	**X**	$62.40	=	$ 62.40
7/1/02 to 6/30/06	4	**X**	$66.40	=	$265.60
9/1/12 to 6/30/13	1	**X**	$71.40	=	$ 71.40
Total Benefit Per Month	12				$624.40

If you have any questions about how your pension Benefit Service Credit will be calculated, please call the Administrative Office for more information at: (866) 759-9559 (Toll Free) or (469) 423-6100.

7.03 De minimis Annuity Payment. If an annuity payment under the Plan is less than $50 per month, the Trustees may direct that the actuarial equivalent of such monthly payment be paid quarterly, twice a year, or yearly (unless the present value of the benefit is more than $5,000).

ARTICLE VIII - EARLY RETIREMENT BENEFIT

8.01 Eligibility. You are eligible for an Early Retirement Benefit when you reach your Early Retirement Date.

8.02 "Early Retirement Date" means (a) the date your Covered Employment terminates, if (l) you have completed five or more Qualifying Years of Service and your Qualifying Years of Service plus your age total at least 65, or (2) you are at least age 60 and you have at least five Qualifying Years of Service; or (b) the date you stop working in Covered Employment if you have accrued at least 30 Benefit Service Credits. "Earliest Retirement Age" means you have reached your Early Retirement Date and you are eligible to receive Retirement benefits.

8.03 Early Retirement Benefit. If you have at least 30 Benefit Service Credits, your Early Retirement Benefit is calculated in the same way as a Normal Retirement Benefit. Otherwise, your Early Retirement Benefit is calculated by reducing your Normal Retirement Benefit by five percent for each whole year that you Retire before your Normal Retirement Date. Thus, if you Retire five years early (without 30 Benefit Service Credits), you will receive 75% of the Normal Retirement Benefit. If you Retire in between whole years before you reach age 65, your Retirement Benefit is reduced by 0.004167 per month (0.4167%) multiplied by the actual number of months that you Retire early. Following is a chart that illustrates this, using 6-month periods as examples, and rounding to the nearest tenth:

Reduction in Normal Retirement Benefit due to Early Retirement

Number of Months/Years Before Normal Retirement Age	You Will Receive the Following Percentage of Your Normal Retirement Benefit at Early Retirement
12	95%
18	92.5%
24 (2 years)	90%
30	87.5%
36 (3 years)	85%
42	82.5%
48 (4 years)	80%
54	77.5%
60 (5 years)	75%
66	72.5%
72 (6 years)	70%
78	67.5%
84 (7 years)	65%
90	62.5%
96 (8 years)	60%

If you have any questions about the Early Retirement Benefit reductions, please call the Administrative Office for assistance.

ARTICLE IX - LATE RETIREMENT BENEFIT

9.01 Eligibility. If you continue to work in Covered Employment past the time you are eligible for a Normal Retirement Benefit and your Retirement Benefit is not properly suspended, you will be eligible for a Late Retirement Benefit when you stop working in Covered Employment.

9.02 Benefit. If you are eligible for a Late Retirement Benefit, once you actually Retire, your Retirement Benefit will be the Normal Retirement Benefit you would have been eligible for at your Normal Retirement Age, actuarially increased from your Normal Retirement Age to the date you Retire, unless your benefit is properly suspended or you become eligible for the post-Required Beginning Date benefit, described below, plus any benefit accrual earned after your Normal Retirement Age. Suspension of your benefit stops the post-Normal Retirement Age adjustment.

9.03 Post-Required Beginning Date Benefit. If you are eligible for a Late Retirement Benefit, when you actually Retire, your Retirement Benefit will be the Normal Retirement Benefit you would have been eligible for, actuarially increased for the period beginning upon your Required Beginning Date, as defined herein, plus any benefit accrual earned after you reach your Required Beginning Date age. Suspension of your benefits as described in Article XV does not stop or lessen the post-Required Beginning Date actuarial adjustment.

9.04 No Duplication of Benefits. The Late Retirement Benefit is not duplicated if you become eligible for both the post-Normal Retirement Age benefit and the post-Required Beginning Date benefit while still working in Covered Employment. Rather, if you work past your Required Beginning Date, first, your Retirement Benefit is adjusted from Normal Retirement Age on to Retirement (subject to the Suspension of Benefits Section below); and second, after you reach your Required Beginning Date, your Retirement Benefit continues to be adjusted, as described above in Section 9.03. In other words, if you work past your Required Beginning Date, there is only one actuarial adjustment for each of two periods: (a) Normal Retirement Age to March 31 of the calendar year after you reach your Required Beginning Date, and (b) April 1 of the calendar year after you reach your Required Beginning Date until you actually retire.

9.05 Actuarial Increase. The actuarial increase used to calculate the Late Retirement Benefit is 1.0% of the Normal Retirement Benefit for the first 60 months after your attainment of Normal Retirement Age, plus 1.5% of the Normal Retirement Benefit for the next 60 months, plus 3.0% of the Normal Retirement Benefit for each month thereafter, subject to the suspension rules as they may be applicable.

ARTICLE X - DISABILITY RETIREMENT BENEFIT

10.01 Eligibility. You are eligible for a Disability Retirement Benefit if you meet all of these requirements:

a. You stopped work in Covered Employment with an Employer due to a Total Disability;

b. You have five or more Qualifying Years of Service; and

c. You are credited with at least 600 Hours of Service in Covered Employment during the 24 months ending with the start of the calendar quarter when you became Totally Disabled.

10.02 Disability Retirement Benefit. The Disability Retirement Benefit is calculated the same way as the Normal Retirement Benefit as of your Disability Retirement Date. The Disability Retirement Benefit will continue for as long as you are Totally Disabled. Once you reach Normal Retirement Age, your benefit will continue, even if your Total Disability ends, if you do not return to Covered Employment.

10.03 Disability Retirement Date. Disability Retirement Date means the first day of the month after your Disability Retirement application, benefit form election, and all supporting documentation are received. If your Total Disability starts before the Trustees know of the disability, they may determine that your payment should begin earlier if the other requirements of this Article are met. If the Social Security Administration ("SSA") disability income award letter used to prove your eligibility for a Disability Retirement Benefit provides the date the disability began for SSA purposes, the Plan will also use that date as the effective date of your Total Disability. If the SSA award letter does not provide the date the disability began for SSA purposes, the Plan will use the effective date of the first SSA payment as the effective date of your Total Disability.

10.04 End of Disability. Your Total Disability will be considered to have ended if any of the following occur before your Normal Retirement Age:

a. You engage in any substantial gainful activity, as determined in the Trustees' discretion, unless the primary purpose is rehabilitation, or the activity is compatible with a finding of Total Disability;

b. You have sufficiently recovered from the Total Disability, as determined in the Trustee's discretion, to be able to return to Covered Employment and you refuse such an offer; or

c. You refuse to undergo any medical examination requested by the Trustees.

10.05 Evidence of Continued Disability. No more often than twice in a calendar year, the Trustees may request that you submit evidence that you are still Totally Disabled.

10.06 Return to Covered Employment. If you return to Covered Employment within three months after your Total Disability ends (as determined above), the Qualifying Years of Service and Benefit Service you earned before your Total Disability and that you earn after your Total Disability will be added together to determine your future Retirement Benefit.

10.07 Use of Early Retirement Benefit. If you become Totally Disabled, you have not yet received your Social Security Benefit Verification Letter, and you are otherwise eligible for an Early Retirement Benefit, you may apply for the Early Retirement Benefit. If you later receive a Disability Benefit Verification Letter from the SSA stating that your Total Disability existed on or before your Early Retirement Benefit began, your Early Retirement Benefit may be changed to a Disability Retirement Benefit if you meet the eligibility requirements for such Benefit. To request this change, send a copy of the SSA award letter to the Administrative Office as soon as possible after you receive it, and request a conversion from the Early Retirement Benefit to a Disability Retirement Benefit. If the change is approved, you will receive a lump-sum payment for the difference between the two benefit amounts back to the Annuity Starting Date for your Early Retirement Benefit, limited to a maximum period of 24 months. No interest will be included in the lump-sum payment.

10.08 Total Disability means a physical or mental condition: (a) for which you are receiving, or are eligible to receive, a disability benefit under the federal Social Security Act; and (b) you ceased work in Covered Employment with an Employer due to a Total Disability, you have five or more Qualifying Years of Service, you are credited with at least 600 Hours of Service in Covered Employment during the 24 months ending with the start of the calendar quarter when you became Totally Disabled, and (c) you were not engaged in any act for which you are convicted of committing a felony related to your Total Disability. If you are denied a Disability Retirement Benefit based on the lack of a SSA disability determination, you may request that the Trustees waive the SSA determination requirement and assign you a date of total Disability if: (A) you have completed at least 20 Qualifying Years of Service; (B) the Trustees receive written medical verification from a physician that your claimed Total Disability can be expected to result in death, or has lasted or is expected to last for a continuous period of not less than 12 months; and (C) proof is provided as to the date the physician believes your Total Disability began.

ARTICLE XI - RETIREMENT BENEFIT AFTER RENEWED PARTICIPATION

11.01 No Double Benefit. If you terminate Covered Employment and receive a distribution from the Plan and then return to Covered Employment, and do not repay the Plan for that distribution within the applicable time limits (see the buy-back explanation in Section 11.02), your Normal Retirement Benefit and your Accrued Benefit would be reduced by the amount of the prior distribution. For example, assume that you retired and received a lump sum distribution of $4,000, as provided in Section 6.01. Four years later, you returned to Covered Employment and did not repay the $4,000 distribution amount (plus interest). If you return to work in Covered Employment without buying back the prior Qualifying Years of Service and Benefit Service, you will restart your Qualifying Years of Service and Benefit Service and if you accrue another Retirement Benefit, it will be based only upon the Service you accrue after your re-employment. Contact the Administrative Office if you are not certain about how this works.

11.02 Buy-Back of Prior Distribution. If you return to Covered Employment and repay a prior distribution, plus interest as described in the Plan, within the earlier of five years after the date on which you were re-employed by a Contributing Employer, or the end of the first five consecutive One-Year Breaks in Service after the first distribution, then your Retirement Benefit will be calculated without any reduction for the former distribution. In the example above, if you repaid the $4,000, plus interest, within the stated time period, no reduction of your Retirement Benefit would occur.

11.03 Additional Benefit Service after Re-employment. Additionally, if you Retire before your Normal Retirement Age and then earn an additional Accrued Benefit due to the re-employment, you will have a separate Annuity Starting Date for the additional Accrued Benefit.

ARTICLE XII – QUALIFIED PRE-RETIREMENT SURVIVOR BENEFIT

12.01 QPSA and Waiver. In addition to the QJSA benefit options described in the Payment Options Section of this booklet, if, before Retirement, you die with a surviving Spouse, your Spouse will receive a Qualified Pre-retirement Survivor Annuity ("QPSA").

12.02 Qualified Pre-retirement Survivor Annuity ("QPSA"). The QPSA benefit option is a survivor benefit payable to your surviving Spouse if you have a Vested Accrued Benefit and you die before your Retirement Benefits begin. The Plan does not reduce your Retirement Benefit in order to provide the QPSA benefit. However, your Spouse's QPSA benefit may be reduced based on your age at death.

a. If you die prior to your retirement, and you: (l) had not reached your Earliest Retirement Age, and you (2) met the Hours of Service requirements for a Disability Retirement Benefit within the 24-month period ending with your death, your Spouse's QPSA survivor annuity begins on the first day of the month following the month in which you died (subject to the Plan's benefit application rules).

b. If you die prior to retirement and you: (1) had not reached your Earliest Retirement Age, and you (2) did not meet the Hours of Service requirements for a Disability Retirement Benefit within the 24-month period ending with your death, your

Spouse's QPSA survivor annuity begins on the first day of the month following the date you would have attained the Earliest Retirement Age, had you survived.

c. If you die prior to retirement and you had reached your Earliest Retirement Age, your Spouse's QPSA survivor annuity begins on the first day of the month following the month in which you died as if you had retired on the day prior to your death.

12.03 Active Benefit. If you die while you are still working in Covered Employment or were credited with at least 600 Hours of Service in Covered Employment during the 24-month period ending on your date of death, your surviving Spouse will be eligible for a monthly QPSA survivor annuity. Such QPSA will not be reduced to reflect that payment occurred before your Normal Retirement Date. The Plan pays a 50% QPSA, which means that the survivor payment is 50% of the Retirement Benefit you would have received if you had not died. For example, if you would have received $400 per month as a Retirement Benefit, your surviving Spouse will receive $200 per month under a 50% QPSA. The Plan calculates the QPSA amount based on your Vested Accrued Benefit on the earliest of either your date of death or date of your separation from Covered Employment. You will be considered to be "working in Covered Employment" if you die while performing Qualified Military Service.

12.04 Non-active Benefit. If you die and you do not meet the requirements for the Active Benefit described above, there will be an actuarial adjustment in your Accrued Benefit to reflect that payment occurred before your Normal Retirement Date. Such reduction will be no more than the reduction applicable for Retirement at your Earliest Retirement Age. The QPSA will be determined as follows: (a) if you die before your Earliest Retirement Age, the QPSA will be 50% of the amount you would have received as of your Earliest Retirement Age; or (b) if you die after reaching your Earliest Retirement Age, the QPSA will be 50% of the amount you would have received as of your date of death if you had retired the day before you died.

12.05 Common Catastrophe. Subject to the limitations provided below, if you and your Spouse die in a common catastrophe; if your Spouse dies before you and you die before you retire; or if your Spouse dies after you but before beginning to receive any QPSA payment, the QPSA benefit that would have been payable to your Spouse will be divided in equal shares and paid to your natural and/or adopted children who are under the age of 18 on the date of your death. Payments under this provision continue for each child until that child reaches age 18. The maximum monthly payment to be paid to each child is $200, and the total monthly maximum to be paid to all children is $600.

12.06 Exceptions to Common Catastrophe Provision. If a QDRO awarded any part of your Retirement Benefit to your former Spouse and you die, no payments shall be made under the common catastrophe provisions to any child of yours where such former Spouse had legal custody of the child, unless you were the primary means of support for the child when you died and you claimed the child as a dependent on your most recent Federal tax return.

ARTICLE XIII – ADDITIONAL DEATH BENEFIT

If you have at least 600 Hours of Service in Covered Employment after June 30, 1964 and at least 600 Hours of Service within the 24 months ending with the start of the calendar quarter in which you die, including Qualified Military Service that may apply, your Beneficiary will receive a Death Benefit. The Death Benefit is a lump sum payment equal to $4,000 plus $300 for each year your death occurred before your 65th birthday. The maximum Death Benefit is $10,000. The Death Benefit is payable in addition to any other amount payable under the Plan due to your death. If you die without a designated Beneficiary, the Plan will pay any remaining Death Benefit to your other Beneficiaries under the Plan.

ARTICLE XIV - WHEN RETIREMENT BENEFIT PAYMENTS MUST BEGIN

14.01 Application for Benefits. An application for any Plan benefit is to be made in writing on forms provided by the Administrative Office and must contain all information necessary to allow the Administrative Office to process Retirement Benefit estimates and elections. If you are eligible to receive a Retirement Benefit and you complete the Plan's application process, you will be entitled to receive a Retirement Benefit in monthly payments for life, subject to the provisions of the Plan, such as those related to the payment options and small payment amounts.

14.02 Required Beginning Date. With limited exceptions, federal regulations require that you begin receipt of your Retirement Benefit on or before your Required Beginning Date to avoid personal income tax penalties.

For Participants who attained age 70½ on or before December 31, 2019, the Required Beginning Date means April 1 of the calendar year following the later of:

a. the calendar year in which you reach age 70½; or

b. the calendar year in which you retire.

For For Participants who attained age 70½ after December 31, 2019, the Required Beginning Date means April 1 of the calendar year following the later of:

a. the calendar year in which you reach age 72; or

b. the calendar year in which you retire.

To properly administer the Plan under Federal rules, the Administrative Office may begin payment of your Retirement Benefit to you in accordance with federal law, in a lump sum, life annuity, or 50% QJSA, as applicable under the Plan, even if you do not consent to the distribution.

14.03 Waiver of Benefit Payments. If you send a written request to the Administrative Office that is acceptable to the Trustees, you may reduce or suspend your Retirement Benefit if allowed by applicable law at the time, including Federal required minimum distribution rules. You do not have to give a reason for a reduction, suspension, or waiver. Your Retirement Benefit will stop, restart, or be adjusted as you request for payments made after the date the Administrative Office receives the request, but such requests cannot be retroactive (for past payments). If you have a Spouse, your Spouse must consent in writing, in a form approved by the Trustees, to any reduction, suspension, or other adjustment to your monthly Retirement Benefit that is allowed by applicable law. Beneficiaries may disclaim or waive benefits, if any, as allowed by applicable law.

14.04 De Minimis Annuity Payment. If your monthly Retirement Benefit or spousal annuity is less than $50 per month, the Trustees may pay the actuarial equivalent of it in quarterly, semi-annual, or annual payments instead of monthly payments. However, if the present value of the benefit is less than $5,000, it will be paid in a lump-sum.

ARTICLE XV - EMPLOYMENT AFTER RETIREMENT AND SUSPENSION OF RETIREMENT BENEFIT

15.01 General Rules. To be entitled to a Retirement Benefit under the Plan, you may not perform 40 or more prohibited Hours of Service in a calendar month (called "Prohibited Employment"). If you remain employed past your Normal Retirement Age, or if you become reemployed in the plumbing and pipe trades industry after you Retire and start receiving Retirement Benefits from the Plan, you are required to notify the Administrative Office as soon as possible, but no longer than 30 days from your re-employment date. You cannot both work in Prohibited Employment and receive Retirement Benefits from the Plan unless you have reached your Required Beginning Date.

15.02 No Suspension After Your Required Beginning Date. Once you reach your Required Beginning Date, your Retirement Benefit will not be suspended if you work in Prohibited Employment.

15.03 Suspension Before Your Required Beginning Date. If you either (l) retired, have not reached your Required Beginning Date, and are receiving Retirement Benefit payments; or (2) continue working past your Normal Retirement Age and you work in Prohibited Employment, your Retirement Benefit payments will be suspended for any such calendar month. The suspension will occur only in and after the month you have been notified of such a suspension of benefits.

15.04 Determination of Prohibited Employment. The Trustees are responsible for determining if you engage in Prohibited Employment. The Trustees have delegated to the Administrative Office the task of making an initial determination. You may ask the Administrative Office, in writing, to determine whether re-employment you are considering will be Prohibited Employment, or if you have started working, whether the employment is Prohibited Employment. Additionally, even if you do not ask for such a determination, if the Administrative Office discovers that you may be involved in Prohibited Employment, after review of the available facts, it may determine that you are involved in Prohibited Employment and act accordingly.

15.05 Appeal of Determination. If the Administrative Office determines that your re-employment is (or will be) Prohibited Employment, you may appeal that decision as provided in the Claims and Appeals Sections of the Plan (and this booklet). See the "Appeal" section of this booklet for more information regarding the Appeal procedure.

15.06 Restarting Retirement Benefit Payments after Suspension. When you are no longer performing Prohibited Employment in a calendar month, you must notify the Administrative Office in writing to restart your Retirement Benefit payments, or you may apply for Retirement Benefit payments if you have not done so before. Your monthly Retirement Benefit payments will begin again by the first day of the third month after the calendar month you stopped performing Prohibited Employment if you promptly notify the Administrative Office when you stop such work. The first payment will include the scheduled payment plus payment back to the date you stopped the Prohibited Employment, minus any offset amount described in this Section.

15.07 Benefit Increases after Suspension. If your payments resume after a suspension, your payments will include any benefit increases to Retirees adopted by the Trustees during the time your Retirement Benefit was suspended. However, any rate increases, as described herein, effective after your initial retirement will not be applied retroactively; such increases will only apply to any additional Benefit Service Credited after your re-employment.

15.08 Additional Benefit Service. You will earn additional Benefit Service, as provided in the Benefit Service Section, if you continue to work past your Normal Retirement Age. You will also earn additional Benefit Service if you return to Covered Employment after you Retire, adjusted as follows:

a. Additional benefits will be calculated according to the Benefit Service Section;

b. Any additional benefit shall be determined as of the end of each Plan Year and is payable as of September 1 following the end of the Plan Year in which it was accrued if your Retirement Benefit is not still suspended. If your Retirement Benefit is suspended on that date, the additional benefit will begin as of September 1 after the Plan Year in which your Retirement Benefit payments resume;

c. If you retired before Normal Retirement Age, re-entered Covered Employment and earned additional Accrued Benefits, when you again Retire, a new Annuity Start Date will be established only for the additional Accrued Benefits you earned after your Early Retirement Age. The additional Accrued Benefits will be paid as follows: (a) if you have a Spouse, as a 50% QJSA (see also the Forms of Benefit Section) unless you and your Spouse waive the 50% QJSA in writing; or (b) if you are unmarried, as a single life annuity; or

d. If you formerly retired at or after your Normal Retirement Age, re-entered Covered Employment and earned additional Accrued Benefits, your original Annuity Starting Date and benefit form elections will remain effective when you again re-Retire.

15.09 Overpayment. Any Retirement Benefit payment you receive during the time you are working in Prohibited Employment in a calendar month will be considered an overpayment. The overpayment will be deducted from the Retirement Benefit payments paid to you after your Retirement Benefit payments resume with interest. If you have reached your Normal Retirement Age when you re-Retire, that overpayment "offset" amount will be limited to 100% of your first Retirement Benefit payment and 25% of the monthly amount after that, until the overpayment is completely repaid with interest.

15.10 Further Information. The applicable Department of Labor regulations about suspension of benefits can be found at 29 C.F.R. §2530.203-3.

ARTICLE XVI - MILITARY SERVICE

16.01 USERRA Compliance. The Plan will comply with USERRA and any regulations published under USERRA. USERRA is a federal law that requires the Plan to give certain credit for any period in which you perform Uniformed Service and are entitled to USERRA rights, generally up to a maximum period of five years. The Plan is required to comply with USERRA, even if USERRA's rules change and are different from what this booklet provides.

16.02 Vesting, Qualifying Years of Service, Benefit Service, and Retirement Benefit. USERRA protects you from incurring a Break in Service during your Uniformed Service if you are entitled to USERRA rights and meet the re-employment requirements. If you do, you are treated as if you had remained continuously employed by an Employer during the time you are performing Uniformed Service, and during the Reemployment Period described below, even though you were absent from Covered Employment.

16.03 Persons Entitled to USERRA Rights under the Plan. If you are employed by an Employer and are covered by the Plan immediately before leaving employment to perform Uniformed Service, you may have rights under USERRA. You must receive other than a dishonorable discharge related to your Uniformed Service, and you must return or apply to return to work for an Employer within the Reemployment Period, described below. You should notify the Employer that hires you following your Uniformed Service that you are subject to USERRA so that the Employer can notify the Plan of your return to work.

16.04 Reemployment Period.

a. <u>Period of Uniformed Service of 180 or more days</u>. You must make yourself available to return to work in the Union's jurisdiction by reporting your availability to the Union within 90 days after discharge.

b. <u>Period of Uniformed Service of more than 30 days but less than 180 days</u>. You must make yourself available to work in the Union's jurisdiction by reporting your availability to the Union within 14 days after discharge.

c. <u>Period of Uniformed Service of less than 31 days or a USERRA leave for a fitness examination of any period</u>. At the beginning of your first regularly scheduled work period after discharge, but no sooner than eight hours after your return to your home, you must either (a) make yourself available to work in the Union's jurisdiction by reporting your availability to the Union, or (b) return to work.

If you are disabled while performing your Uniformed Service or it is impossible or unreasonable for you to notify the Union of your availability for work, you must notify the Union of your availability no later than the next full calendar day after it becomes reasonable or possible to do so. However, if you are recovering from an injury caused or aggravated by your Uniformed Service, the above time limits may be extended until you recover, generally up to a maximum period of two years, as defined or extended by USERRA.

16.05 Amount of Credit. Generally, you are entitled to Hours of Service under the Plan for the period in which you performed Uniformed Service, up to a maximum period of five years, upon meeting USERRA's Reemployment requirement. The period for which you receive Hours of Service includes only the time you are actually performing Uniformed Service. It does not include transportation or preparation time, or the Reemployment Period described above. The maximum period can be extended for a limited number of reasons, as provided by USERRA.

16.06 Death During Qualified Military Service. If you die while performing Uniformed Service, your Beneficiaries are entitled to the active benefit QPSA and Death Benefit provided by the Plan as if you had returned to employment on the day prior to your death. For purposes of the Death Benefit, you will receive credit for Hours of Service, at a rate of 1,500 Hours of Service per Plan Year, prorated as necessary for periods less than one Plan Year, for the period beginning with the date you left Covered Employment to begin performing Uniformed Service and ending on the date of your death. For purposes of the Death Benefit, you will be treated as having met the 600-hour requirement but will not receive Benefit Service Credit related to the period of your Uniformed Service.

16.07 Calculation of Benefit Service. You are entitled to Benefit Service Credit due to Uniformed Service and shall receive a monthly credit of 125 Hours of Service for each full month of Uniformed Service and a prorated amount for partial months of Uniformed Service.

16.08 Calculation of Qualifying Years of Service. If you are entitled to Qualifying Years of Service credit due to Qualified Military Service, you will receive one credit for each Plan Year in which you earn 1,000 Hours of Service, and a partial Qualifying Year of Service for any Plan Year where you work or are credited with 300 or more Hours of Service. The Plan shall determine, for each Plan Year which includes Uniformed Service, whether a Qualifying Year of Service will be credited.

16.09 Contributions. Any Employer Contributions due to the Plan as a result of your Uniformed Service will be paid by the Trust Fund.

16.10 Total Disability Incurred During Qualified Military Service. Effective on and after January l, 2007, if you become Totally Disabled during Uniformed Service, you will be treated as if you had returned to Covered Employment and then terminated such employment due to the Total Disability.

16.11 Buy-back after Reemployment after Uniformed Service. If you took a distribution of all or part of your Accrued Benefit due to your Uniformed Service before you became reemployed in Covered Employment, you may repay the withdrawn amounts when you are reemployed. You can repay these amounts during the period starting with the date of your reemployment in Covered Employment and continuing for up to three times the length of your Uniformed Service. However, the repayment period cannot be longer than five years and you must remain in Covered Employment during the period in which you are repaying the withdrawn amounts.

ARTICLE XVII – QUALIFIED DOMESTIC RELATIONS ORDER ("QDRO")

The purpose of a Qualified Domestic Relations Order ("QDRO") is to assign (or share) a portion of your Retirement Benefit with your child, current or former Spouse, or other dependent upon a divorce or similar proceeding affecting your pension benefits. The Plan must comply with a QDRO. If a QDRO is in effect for your Retirement Benefit, and its provisions assign a portion of your Retirement Benefit to someone else, its requirements will be considered when determining the amount of your Retirement Benefit payments. Participants and Beneficiaries may obtain, without charge, a copy of the Plan procedures governing QDROs from the Administrative Office. If a portion of your accrued benefit has been assigned to an alternate payee under a valid QDRO approved by the Board of Trustees of the Plan, that assigned portion shall revert to you if the alternate payee dies before receiving any benefit under the assignment and no other individual is entitled to benefits under the QDRO assignment.

ARTICLE XVIII – ROLLOVER DISTRIBUTIONS

18.01 Distribution Rule. A Distributee may elect a Direct Rollover.

18.02 "Distributee" means a Participant or a Participant's Spouse, surviving Spouse, or former Spouse who is an alternate payee under a QDRO. Your designated Beneficiary, who is not your surviving Spouse, may be a Distributee, but only for a Direct Rollover to an individual retirement plan as allowed by the Internal Revenue Service.

18.03 "Direct Rollover" means an Eligible Rollover Distribution made by the Plan to an Eligible Retirement Plan specified by the Distributee, and as allowed by the Internal Revenue Code ("IRC").

18.04 "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to an Eligible Retirement Plan on behalf of the Distributee, but does not include:

a. Any distribution that is one of a series of substantially equal periodic payments made for the life of the Distributee or the joint lives of the Distributee and his or her Beneficiary, or for a specified period of 10 years or more;

b. Any minimum distribution required under the Plan;

c. Any hardship withdrawal;

d. The portion of any distribution not otherwise includable in gross income; and

e. As otherwise prohibited by the Internal Revenue Service.

18.05 "Eligible Retirement Plan" means:

a. A traditional Individual Retirement Account ("IRA");

b. An IRC §403(a) annuity plan;

c. An IRC §408(b) Individual Retirement Annuity;

d. A qualified trust under the Internal Revenue Code;

e. An IRC §403(b) annuity contract or §457(b) plan, that agrees to separately account for the amounts transferred to it from the Plan; and

f. An IRC §401(a) qualified employer's retirement plan.

ARTICLE XIX – CLAIMS PROCEDURES

19.01 Where to File a Claim. Normal Retirement Benefit Claim and Disability Retirement Benefit Claim ("Claim") forms may be obtained by contacting your Union local or the Administrative Office. Send Claims to the Administrative Office located at:

U.A.P.P. Local Union No. 142 Pension Plan
Southwest Service Administrators, Inc.
2425 N. Central Expressway, Suite 120
Richardson, TX 75080
(866) 759-9559 (Toll Free) – (469) 423-6100
(469) 423-6101 (FAX)

19.02 "Authorized Representative" means someone you have designated in writing (for example, a power of attorney), in a manner acceptable to the Trustees, to act on your behalf related to the Plan. Your Authorized Representative may complete the claim form for you if you are unable to complete the form yourself. Your authorized representative may not create nor change your beneficiary designation or rights of survivorship. The Administrative Office may request additional information to verify that this person is authorized to act on your behalf.

19.03 When a Decision Will be Made on a Claim. The deadlines for processing your Claim depend on whether your Claim is for a Normal Retirement Benefit or a Disability Retirement Benefit, as explained below:

a. Normal Retirement Benefit Claims. Determinations on Normal Retirement Benefit Claims, including any whole or partial denial of benefits, shall be provided to you no later than 90 days after the Administrative Office receives your Claim. This period may be extended one time for up to 90 days, if the Administrative Office both:

1. determines that special circumstances require the extension; and

2. notifies you, before the expiration of the initial 90-day period, of the circumstances requiring the extension of time and the date by which you may expect to receive a decision on your Claim.

b. Disability Benefit Claims. Determinations on Disability Benefit Claims, including any whole or partial denial of benefits, shall be provided to you no later than 45 days after the Administrative Office receives your Claim. This period may be extended two times by the Administrative Office for up to 30 days each, if the Administrative Office both:

l. determines that an extension is necessary due to matters outside the control of the Administrative Office; and

2. notifies you, before the expiration of the applicable period, of the circumstances requiring the extension of time and the date by which you may expect to receive a decision on your Claim.

Any notice of extension will explain the Plan provisions on which the entitlement to benefits is based, the unresolved issues that prevent a decision on the Claim, and any additional information needed to resolve those issues.

19.04 Receipt of a Claim. For purposes of these rules, a Claim is "received" when the completed benefit election or Death Benefit form is received by the Administrative Office, although additional information, including tax forms, may be required before an initial Claim determination can be made. The Administrative Office will specify what additional information is needed, if any.

19.05 Missing Information. If your Claim is received without all the information needed to process it, you will be notified by the Administrative Office of the additional information that is needed. You will have 45 days to supply the missing information. The time periods for making the decisions discussed above are suspended from the date you are notified of the need to supply missing information until the date you respond to the notice. If the information is not received by the Administrative Office from you within the 45-day period, the Claim will be denied.

19.06 Notice of Initial Determination. If your Claim is denied in whole or in part, the Administrative Office will provide you a written notification with:

a. The specific reason(s) for the denial;

b. Reference to the specific Plan provision(s) on which the denial is based;

c. A description of any additional material or information necessary to complete or correct the Claim and any explanation of why the additional material or information is necessary; and

d. A description of the Plan's appeal procedures and the time limits applicable to those procedures, including a statement of your right to sue under ERISA §502(a) if your appeal is denied after you complete the appeal procedure.

e. **For Disability Retirement Benefit Claim denials**, the written notification will be written in a culturally and linguistically appropriate manner and will include the following additional information:

   i. the specific reasons for the determination and a discussion of the decision, including the basis for disagreeing with or not following the views of medical and/or vocational professionals, and/or a disability benefit determination by the Social Security Administration;

   ii. if applicable, reference to the specific internal rules, guidelines, protocols, standards, or other similar criteria relied upon in making the decision, or a statement that such criteria does not exist;

   iii. if the denial is based on a medical necessity, experimental treatment, or similar exclusion, an explanation of the scientific or clinical judgment for the determination or a statement that a copy will be provided to you free of charge upon your request;

iv. a description of any additional information needed to complete or correct the Claim and the reason(s) it is needed;

v. a description of the Plan's appeal procedures and applicable time limits;

vi. a statement of your right to receive, upon request and free of charge, reasonable access to, and copies of, all documents and records relied upon in the determination; and

vii. a statement of your right to bring a civil action under ERISA Section 502(a) following the conclusion of an appeal.

ARTICLE XX - APPEAL PROCEDURE

This Section describes the procedures for you to follow if your Claim is denied, in whole or in part, and you would like the Board of Trustees to review that decision.

20.01 Time to Request Review. You may appeal a Claim denial by filing a written appeal request with the Administrative Office. You have 180 days after you receive notice of a Claim denial to file an appeal. You must submit any supporting documents within these time periods unless the Trustees agree in writing to a longer time period for submission of supporting documents.

Note: If you do not file your appeal with the Administrative Office on or before the deadline, your Claim or appeal will be considered waived and the Plan's denial will govern your benefits.

20.02 Full and Fair Review of Appeals.

a. You will have the opportunity to submit written comments, documents, records, and other information relating to the Claim. The Administrative Office will provide you, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Claim. The review of the Claim will take into account all comments, documents, records, and other information you submit within the appeal filing deadlines listed above, even if the information was not submitted or considered in the initial Claim decision.

b. Additional safeguards apply to appeals of denied Disability Retirement Benefit Claims. The appeal process will not give deference to the initial Claim decision. The persons who review your appeal will not include the same individual(s) who made the initial determination to deny the Claim, nor a subordinate of any such individual(s).

c. If the Board of Trustees must make a medical determination to resolve an appeal, it will obtain the opinion of a medical professional who has appropriate training and expertise in the field of medicine involved in the Claim, and/or the opinion of a vocational expert. That medical vocational or expert will not include any individual(s) consulted with respect to the initial Claim decision, nor the subordinate of such individual(s). You may request the identity of any medical or vocational expert(s) whose opinion was obtained by the Plan concerning the

Disability Retirement Benefit Claim denial, whether or not such opinion was relied upon by the Plan in denying your Claim.

d. During an appeal of a Disability Retirement Benefit Claim denial, the Plan will automatically provide, free of charge, and new or additional evidence considered, relief upon, or generated by the Plan in connection with the Claim, any new additional rationale for the denial, and a reasonable opportunity to respond to new information by presenting written evidence and testimony.

20.03 Timing of Appeal Decision and Notice. The Board of Trustees shall decide an appeal by the date of the meeting of the Board of Trustees that immediately follows receipt of the appeal request by the Administrative Office. However, if the appeal request is filed within 30 days before the date of that meeting, an appeal decision shall be made by the date of the second meeting following the appeal receipt. If special circumstances require more time for deciding the appeal, an appeal decision shall be made by the third meeting of the Board of Trustees after receipt of the appeal request. The Administrative Office will notify you in writing of such an extension, describing the special circumstances and the date that the appeal decision is expected to be made. If an extension is because the Board of Trustees needs more information from you to decide the appeal, the period for deciding the appeal will be suspended from the date that the request for information is sent to you until the date that you respond to the request for additional information. The Administrative Office will send you a notice of the appeal decision within five (5) days after the appeal is decided.

20.04 Notice of Appeal Decision. The Administrative Office will provide you with a written notice of the appeal decision. If the appeal is denied, the written notice will include:

a. The specific reason(s) for the appeal denial;

b. Reference to the specific Plan provision(s) on which the appeal decision is based;

c. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information related to the Claim;

d. A statement of your right to bring a lawsuit under ERISA §502(a); and

e. **For Disability Retirement Benefit Claim appeals**, the written notice will be written in a culturally and linguistically appropriate manner and will include the following additional information:

   i. sufficient information to identify the claim involved, including the date of service, name of health care provider, claim amount (if applicable), and a statement describing the availability, upon request, of the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning. The Plan will provide, as soon as practicable, upon request, the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning;

   ii. the specific reason(s) for the determination, including the denial code and its corresponding meaning, and, if any, a description of the standard used in denying the claim. This description will include a discussion of the decision including the basis for disagreeing with or not following the views of a treating physician or vocational professional, the views of medical or vocational experts obtained by the Plan, and/or a disability determination by the Social Security Administration;

iii. reference to the specific Plan provision(s), guidance, or other criteria on which the determination is based;

iv. a description of all available internal appeals and external review processes, including information about how to initiate an appeal and the time limits applicable to the procedures;

v. if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial on appeal, either the specific rule, guideline, protocol or other criterion or a statement that such a rule, guideline, protocol or other criterion was relied upon in making the denial on appeal and that a copy will be provided free of charge to the claimant upon request;

vi. if the determination was based on medical necessity, or because the treatment was experimental or investigational, or other similar exclusion, a statement that an explanation of the scientific or clinical judgment for the determination is available upon request at no charge;

vii. disclosure of the availability of, and contact information for, any office or representative available to assist individuals with internal claims and appeal and external review processes; and

viii. a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents and records relied upon in denying the claim.

20.05 Limitation on When You May File a Lawsuit. You may not file a lawsuit to obtain benefits until you have exhausted all the Plan's Claim and appeal procedures and a final decision has been made on your appeal, or the appropriate time frame described above in the Timing of Appeal Decision and Notice Section has elapsed without a final decision being made on your Claim or your appeal ("Decision Date"). Such a lawsuit must be filed in the United States District Court for the Western District of Texas, San Antonio Division, no later than 24 months after the Decision Date.

ARTICLE XXI - MINORITY OR INCAPACITY

21.01 Benefit Payment During Minority or Incapacity. During any period of a person's minority or physical or mental incapacity, if benefits may be paid to that person under the Plan, such payments may be made to such person directly; to the person's legal guardian or authorized representative, as evidenced by appropriate legal documentation; or as directed by a court order.

21.02 Determination of Minority or Incapacity. The Plan will accept a court order or physician's statement regarding a determination of a person's incapacity. Determination of minority shall be made based on proof acceptable to the Trustees of age, such as by birth certificate.

ARTICLE XXII - TERMINATION OF THE PLAN

22.01 Termination. It is intended that the Plan will continue indefinitely, but the Board of Trustees reserves the right and has the discretion to change and/or discontinue the Plan and Trust Fund at any time. The Plan may be terminated, in whole or in part, by written agreement of all of the Employers and Unions, to be effective sixty (60) days after such agreement is mailed to the Trustees. In addition, the Plan and Trust may also be terminated if there are no living individuals who qualify as participants or beneficiaries under the Plan; or if every Employer withdraws from the Plan; or if all the CBAs providing for contributions to the Plan have expired, and negotiations for extension of such agreements has ceased. The Trustees may also terminate the Plan by amendment. The Plan is considered terminated by law if it is amended to provide that no further benefits will be earned by employees for employment with the employers; if every employer withdraws from the Plan within the meaning of Section 4203 of ERISA; upon the cessation of the obligation of all employers to contribute under the Plan; or if the Plan is amended to become a defined contribution plan. In the event of a Plan termination, you will not accrue any further benefits under the Plan. However, the benefits that you have already accrued will become Vested (nonforfeitable) to the extent your benefits can be funded by the Plan assets allocated to such benefits. If the termination occurs because the Plan is amended to provide that no further benefits will be earned by employees for employment with employers or is amended to become a defined contribution plan, the Plan will continue to pay nonforfeitable benefits. If the Plan does not have sufficient assets to pay all nonforfeitable benefits, employers will be required to contribute to the Trust Fund until all nonforfeitable benefits are fully funded and can be paid. If the Plan terminates because there are no longer any collective bargaining agreements requiring contributions to the Trust Fund, the Plan may be amended to reduce benefits to the extent necessary to ensure that the Plan's assets are sufficient to pay nonforfeitable benefits when they are due. If the Plan has been amended and the Trust Fund does not have enough assets to pay nonforfeitable benefits, the Plan has the authority to suspend benefits. If benefits are suspended, the Plan will continue to pay the highest level of benefits that can be paid out of the Fund's available resources. If benefits are suspended, the Plan will not be required to make retroactive benefit payments for that portion of a benefit that was suspended. Once the Trust Fund assets and nonforfeitable benefits are valued, the Trustees, as a general rule, will use the available assets to purchase annuity contracts to provide for your benefits. However, the Trustees may in certain circumstances pay you in cash. If the Plan is terminated, the Trustees will pay the expenses of the Plan incurred up to the date of termination as well as the expenses in connection with the termination, arrange for a final audit of the Fund, give notice and prepare and file any reports which may be required by law, and apply the assets of the Fund in accordance with the law and the Plan, including amendments adopted as part of the termination, until the assets of the Fund are distributed. No part of the assets or income will be used for the benefit of any employer or any union. They will not be used for purposes other than for the exclusive benefit of the participants and beneficiaries or the administrative expenses of the Plan. Upon termination of the Plan and Trust Fund, the Trustees will promptly notify the union, the employers, and all other interested parties. The Trustees will continue as Trustees for the purpose of winding up the affairs of the Plan and Trust Fund.

22.02 Vesting. If the Plan is terminated, on the date of the termination or partial termination, your Accrued Benefit becomes 100% Vested to the extent funded as of that date. This means that if the Plan has enough assets to cover Accrued Benefits for all Participants, each Participant becomes 100% Vested in their Accrued Benefit as of the termination date.

22.03 Distribution of Assets. The Trustees will distribute the Plans assets in the Trust Fund. All Plan expenses will be paid first, then any remaining assets will be distributed as follows:

a. If the termination is by withdrawal of every Employer from the Plan, the Trustees will (i) administer the Plan according to ERISA §4281, including reducing benefits, even Vested benefits, to a level that the Plan has assets to pay; and, (ii) if assets are sufficient, distribute the assets in full satisfaction of all Vested benefits;

b. If the termination is by Plan amendment, the Trustees shall distribute the assets in satisfaction of all Vested benefits; or

c. If, after all liabilities of the Plan to Participants and Beneficiaries have been satisfied, Trust Fund assets remain, those assets will be distributed to Participants based on each Participant's present value of Accrued Benefits.

22.04 Amendment. The Trustees may amend the Plan at any time. Any amendment may be made effective retroactively, except as prohibited by law. No amendment to the Plan will be effective if it permits any part of the Trust Fund to be used for any purpose other than for the exclusive benefit of Participants and Beneficiaries or the payment of the Fund's obligations or its expenses for administration; or if it causes any reversion of any part of the Trust Fund to an Employer, except as allowed by law. No amendment will be effective if it causes a prohibited reduction of an Accrued Benefit.

22.05 Notification of Affected Participants. If an amendment, termination, or partial termination of the Plan impacts you, the Plan will provide you with notice as required under ERISA.

22.06 Merger, Consolidation, Transfer. The Trustees may merge or consolidate the Plan with, or transfer in whole or in part the assets and liabilities of the Plan to another retirement plan as allowed under the Trust Agreement.

ARTICLE XXIII - PLAN TERMINATION INSURANCE

Your Accrued Benefit under this multiemployer Plan is insured by the Pension Benefit Guaranty Corporation ("PBGC"), a Federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals your years of service multiplied by (l) 100% of the first $11 of the monthly benefit accrual rate and (2) 75% of the next $33. The benefit rate used to calculate the monthly benefit is limited to a maximum of $35.75.

The PBGC guarantee generally covers: (l) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the earlier of (a) the date the Plan terminates, or (b) the time the Plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay, and (6) QPSA benefits if you die after the Plan terminates. Additional limitations apply for insolvent plans or mass withdrawal situations.

For more information about the PBGC and the benefits it guarantees, ask the Administrative Office by calling toll-free: (866) 759-9559; or in writing to: 2300 Buena Vista SE, Suite 127, Albuquerque, NM 87106; or contact the PBGC's Customer Contact Center at 1-800-400-7242 or call 202-326-4344 (not a toll-free number), or email multiemployerprogram@pbgc.gov. TTY/TDD users may call the Federal relay service toll-free at (800) 877-8339 and ask to be connected to (800) 400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the internet at: http://www.pbgc.gov.

ARTICLE XXIV - PLAN INFORMATION

The following information concerning the Plan is provided to you to comply with Federal regulations as required by ERISA.

24.01 Administration and Type of Plan. The Plan is administered by a Joint Board of Trustees consisting of equal numbers of Union representatives and Employer representatives. The Plan is maintained in accordance with collective bargaining agreements between various Employers and the U.A.P.P. Local No. 142 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada-AFL-CIO. The Plan is a defined benefit plan that provides Retirement Benefits and a limited Death Benefit.

24.02 Plan Administrator. The Board of Trustees is the Plan Administrator, as that term is defined by ERISA, and has overall responsibility for the Plan. The Plan is administered on a day-to-day basis by a contracted third party administrator, also known as the Third Party Administrative Manager ("TPA"). The name, address, and other contact information for the Board of Trustees and the TPA are:

U.A.P.P. Local Union No. 142 Pension Plan
Southwest Service Administrators, Inc.
2425 N. Central Expressway, Suite 120
Richardson, TX 75080
(866) 759-9559 (Toll Free) - (469) 423-6100
(469) 423-6101 (FAX)

24.03 Administrative Office. The office of the TPA is referred to as the Administrative Office in this booklet. The Administrative Office is the office to which all communications about the Plan or your Retirement Benefits should be addressed. You may have heard this office referred to as the "Pension Plan Office," "Plan Office," or "Trust Fund Office." It is the office to which anything being sent to the Board of Trustees should be addressed. Any questions about your rights, benefits, responsibilities, and any notice you may be required to give to the Plan should be sent to the Administrative Office.

24.04 Trustees. The names and business addresses of the Trustees are:

Union Trustees	**Employer Trustees**
Mr. Mark Potter UAPP Local 142 3630 Belgium Lane San Antonio, TX 78219	Mr. Brian Wilson Mueller & Wilson P.O. Box 691387 San Antonio, TX 78269-3405
Mr. Abel Ledezma UAPP Local 142 3630 Belgium Lane San Antonio, TX 78219	Mr. Jeff Vogt Dynamic Systems, Inc. 3901 S. Lamar Blvd, Suite 300 Austin, TX 78704
Mr. Corey Hacker UAPP Local 142 3630 Belgium Lane San Antonio, TX 78219	Mr. John Gargotta Service Mechanical Group 11011 Wye Street San Antonio, TX 78217

24.05 Plan Sponsor. The Board of Trustees is a Plan Sponsor, as that term is defined by ERISA. The bargaining parties, including the Union and Employers, are also considered the Plan Sponsors. If you so request in writing, the Administrative Office will provide you with information concerning whether a particular employer organization or employee organization is a sponsor of the Plan and, if so, that sponsor's address.

24.06 Service of Legal Process. The following person is the Plan's agent for the service of legal process:

Douglas M. Selwyn, Esq.
Conner & Winters, LLP
808 Travis Street, 23rd Floor
Houston, TX 77002

In addition, service of legal process may be served on any of the Trustees or the Administrative Office.

24.07 EIN. The Employer Identification Number assigned by the Internal Revenue Service to the Board of Trustees is 74-6181220. The Plan Number assigned by the Board of Trustees is 001.

24.08 Fiscal Year. For purposes of maintaining the Plan's fiscal records, the year-end date is June 30. Thus, the Plan's fiscal year is July 1 to the following June 30.

24.09 Funding Source. Benefits are provided by the U.A.P.P. Local Union No. 142 Pension Plan ("Trust Fund"). Benefits are paid pursuant to provisions of the applicable CBA, participation agreements, the Trust Agreement, and the Plan Document.

24.10 Contribution Source. Contributions to the Plan are made primarily by Employers, either under CBAs between Employer associations and the Local No. 142 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO or under written agreements between Employers and the Plan. All agreements require contributions to the Plan at a fixed rate per worked hour, per Employee. The Administrative Office will provide to you, upon written request, the information as to whether or not a particular Employer is contributing to this Plan on behalf of Employees working under a CBA or other written agreement.

24.11 Eligibility. The Plan's requirements about eligibility, including the Plan's Normal Retirement Age, as well as circumstances that may result in disqualification, ineligibility, denial, or loss of any benefit are described in this booklet.

24.12 Benefits. All of the benefits provided by the Plan are described in this booklet. Complete terms and provisions of the Plan benefits are set forth in the Plan documents.

24.13 Plan Documents. Participants may examine the following documents at the Administrative Office during regular business hours, Monday through Friday, except holidays: (a) Trust Agreement; (b) CBAs and participation agreements; (c) Plan Document and all amendments; (d) Form 5500 or full Annual Report filed with the Internal Revenue Service and the Department of Labor; and (e) a list of Employers.

You may also obtain copies of these documents by requesting them in writing. The cost of the copies will be up to $0.25 per page. Please contact the Administrative Office to find out what the charge will be before requesting copies. If you prefer, you may arrange to examine these documents and reports, during normal business hours, at the local Union office. To make these arrangements, please call or write the Administrative Office. A summary of the Annual Report that gives details of the financial information about the Plan's operation is furnished free of charge to all Participants. You will automatically be provided a copy of the Annual Funding Notice at the last address you have provided to the Administrative Office.

ARTICLE XXV - STATEMENT OF ERISA RIGHTS

As a Participant in the U.A.P.P. Local Union No. 142 Pension Plan ("Plan"), you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). ERISA provides that you are entitled to:

<u>Receive Information About Your Pension Plan and Benefits</u>

You may examine, without charge, at the Administrative Office and at other specified locations, such as the local union office, all documents governing the Plan, including insurance contracts, collective bargaining and participation agreements, and a copy of the latest Annual Report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor.

You may receive, free of charge, an initial copy of the most recent Summary Plan Description ("SPD"). This booklet is an SPD. You will receive the SPD as soon as practicable after the Administrative Office first receives contributions from an Employer on your behalf.

You may obtain, upon written request to the Administrative Office, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining and participation agreements, and an updated SPD (in addition to the initial SPD that is provided to you free of charge if a new SPD has been published). The Administrative Office may make a reasonable charge of up to $0.25 per page for the copies.

You may receive a summary of the Plan's annual financial report. The Board of Trustees is required by law to furnish each Participant with a copy of this summary annual report.

You may obtain a statement, free of charge, telling you whether you have a right to receive a pension at Normal Retirement Age, and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension.

You must request this statement in writing. The Plan is not required to provide it more than once every 12 months.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who are responsible for operating your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

Enforce Your Rights

If your application for a Plan benefit is denied or ignored in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your application.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file a suit in a Federal court. In that case, the court may require the Board of Trustees to provide the materials to you and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Board of Trustees. If you have an application for a Plan benefit that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack of a decision concerning the qualified status of a domestic relations order, you may file suit in a United States District court in the Western District of Texas, San Antonio Division. If it should happen that Plan fiduciaries misuse the Plan's money, or you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay the court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, contact the Administrative Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrative Office, contact the nearest office of the Employee Benefits Security Administration ("EBSA"), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, EBSA, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA. You may contact the EBSA at the nearest area office of the EBSA in Dallas, Texas at (972) 850-4500, or at the EBSA's toll-free hotline at 1-866-444-3272. The EBSA website is located at: http://www.dol.gov/agencies/ebsa.

ARTICLE XXVI - TRUSTEE AUTHORITY

In carrying out their responsibilities under the Plan, the Trustees have discretionary authority to interpret the terms of the Plan, to interpret any facts relevant to a Claim determination, and to determine eligibility and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made under this discretionary authority will be given full force and effect unless it can be shown that the interpretation or determination was arbitrary and capricious.

All decisions by the Board of Trustees shall be binding upon all parties, including Plan Participants and Beneficiaries, and their Beneficiaries and dependents and/or legal representatives. The Trustees have the authority to enforce the performance of all obligations set forth in the Plan and to institute proceedings of any nature to enforce them. The Trustees have the power and authority to make rules, policies, and procedures consistent with the terms of the Plan to carry out its provisions.

ARTICLE XXVII - MISCELLANEOUS

27.01 Restraint on Alienation. No Participant or Beneficiary, including you, has the right to assign or transfer rights or benefits under the Plan, except as the Plan permits. Benefits under the Plan shall not be subject to the claims of creditors or others, except that the Plan will honor the terms of any QDRO.

27.02 Governing Law. The Plan and its provisions shall be construed under federal law, including the Internal Revenue Code, ERISA, and related statutes and regulations. Only to the extent needed for the administration and governance of the Plan, the laws of the State of Texas shall be applicable. Venue shall be in Bexar County, Texas.

27.03 Binding Effect. The provisions of the Plan are binding on the successors and assigns of each Employer, the Association, the Union, and the Trustees, and on the heirs, beneficiaries, and personal representatives of Participants.

27.04 Exclusive Benefit. All contributions made into the Plan shall be used for the exclusive benefit of the Participants and their Beneficiaries included under the Plan, and to help defray reasonable administrative costs, except as may be otherwise provided by law.

27.05 Recovery of Overpayments. If a Participant or Beneficiary receives any payment in excess of those due under the provisions of the Plan, whether due to an administrative error, you or your beneficiary's act or omission, or any other reason, the Plan shall have a lien on the amounts overpaid, without necessity of any filing, and may take any available legal action to recover the monies overpaid, with interest. The Trustees may use any reasonable means, including the offset of regular benefit payments under the Plan, to recover such Plan assets, and shall be entitled to payment of all reasonable costs and expenses, including attorneys' fees, it incurs in attempting to obtain repayment.

27.06 Construction. It is the intention that the Plan be qualified as a defined benefit plan under the provisions of the Internal Revenue Code, ERISA, the Labor Management Relations Act, and any related federal statutes, and provisions of the Plan shall be construed for that result. It is also the intention that restatement or amendment of the Plan may not impermissibly reduce any accrued benefit unless allowed by the Plan and applicable law.

THIS BOOKLET DOES NOT INTERPRET NOR CHANGE IN ANY WAY THE TERMS OF THE PLAN DOCUMENT. THE TRUSTEES RETAIN ALL RIGHTS AND DESCRETION RELATED TO THE PLAN AND CAN AMEND OR MODIFY ALL OR PART OF THE PLAN AT ANY TIME. TOGETHER, THE UNION AND EMPLOYERS, AND THEIR TRUSTEES, CAN TERMINATE THE PLAN AT ANY TIME.

IMPORTANT NAMES and ADDRESSES

U.A.P.P. LOCAL NO. 142 PENSION PLAN

BOARD OF TRUSTEES

UNION OFFICE

Ms. Beth Smith
3630 Belgium Lane
San Antonio, TX 78219
(210) 226-1244 Phone
(210) 226-2596 Fax

FUND OFFICE

Southwest Service Administrators, Inc.
2425 N. Central Expressway, Suite 120
Richardson, TX 75080
(888) 619-5364 Toll Free Phone
(469) 423-6100 Phone
(469) 423-6101 Fax

ACTUARIES

Mark Stewart, ASA, EA, MAAA
Ken Densmore, ASA, EA, MAAA
Horizon Actuarial Services, LLC
1040 Crown Pointe Parkway, Suite 560
Atlanta, GA 30338

LEGAL COUNSEL

Douglas M. Selwyn, Esq.
Conner & Winters LLP
808 Travis Street, 23rd Floor
Houston, Texas 77002

ADOPTION

This Summary Plan Description was Approved and Adopted this ____ day of _____________ 2022 by the Board of Trustees effective July 1, 2022.

U.A.P.P. LOCAL UNION NO. 142 PENSION PLAN

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BRIAN WILSON

____
MARK POTTER

____
JEFF VOGT

____
ABEL LEDEZMA

____
JOHN GARGOTTA

____
COREY HACKER