

MICHIGAN BAC PENSION FUND

SUMMARY PLAN DESCRIPTION

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SUMMARY PLAN DESCRIPTION

Introduction

We are pleased to distribute this updated Summary Plan Description (“SPD”) describing the benefits provided by the Michigan BAC Pension Fund (the “Pension Plan” or “Plan”).

This SPD summarizes the eligibility rules for participation in the Pension Plan, the benefits provided to those who are eligible and the procedures that must be followed when applying for a benefit. Also included is important information concerning your rights as a Participant or Beneficiary, as well as definitions of important terms.

Please read this SPD in its entirety, and then put in a safe place for future reference. If you ever have questions about the Plan, please feel free to call the Plan Administrator at 517-321-7502.

THIS SPD IS A SUMMARY OF THE PENSION PLAN. IF THERE IS ANY DISCREPANCY BETWEEN THE PROVISIONS OF THE SPD AND THE PLAN ITSELF, THE PLAN (PLAN DOCUMENT) WILL CONTROL.

The Michigan BAC Pension Fund (the “Fund”) was established on May 1, 1989 as the result of a merger initially between the Construction Masons’ Local No. 31, Lansing, Michigan Pension Fund and the Saginaw Valley (Local 7) Bricklayers Pension Fund. Subsequently, the following Chapters and Locals have joined the Fund.

Chapter or Local	Date Joined the Fund
Chapter 40, Traverse City	October 1, 1991
Local 17 Pension Fund, Kalamazoo	May 1, 1993
Chapter 10, Port Huron	June 1, 1993
Local 1 Pension Fund, Grand Rapids	April 30, 1995
Local No. 6, Upper Peninsula	May 1, 1995
Chapter 3, Adrian	July 1, 1995
Local 5, Muskegon	December 31, 1996
Local 21, Battle Creek	April 30, 1997
Local 12, Flint	April 30, 1997
Local 14 Pension Fund, Ann Arbor	September 1, 1998

It is financed by Employer contributions. Employees are not permitted to contribute to the Fund. A defined benefit pension fund allows you to earn a monthly retirement benefit while you perform

work for which Employers are required to contribute to the Fund on your behalf. The amount of benefit you accrue will vary depending upon your Years of Service and the benefit formula adopted by the Board during your years of participation.

The Pension Fund is administered by a Board of Trustees made up of representatives of both the Union and contributing Employers. The Trustees serve on the Board without compensation. The Pension Fund is a stand-alone trust fund that pays the benefits provided under the Plan. The Plan, as amended, has been qualified by the Internal Revenue Service to comply with the Employee Retirement Income Security Act of 1974, as amended (ERISA), and subsequent legislation, as well as various provisions in the Internal Revenue Code.

You are covered by the Pension Plan if you are an Employee working under a collective bargaining agreement between an Employer and the Union providing for contributions to this Pension Fund. When this booklet refers to “you,” it assumes that you are an Employee covered by the Plan.

If you request any information regarding this Plan, such information must be communicated to you in writing signed on behalf of the Board of Trustees, or as authorized by the Trustees in writing.

Article I: General Information

There is certain general information which you may need to know about your Pension Plan. This information has been summarized for you in this section.

Name

The name of the Plan is the Michigan BAC Pension Fund.

Tax ID No.

The Plan’s Employer Identification Number (EIN) is 38-2895943. The Plan Number is 001.

Records

The Plan’s records are maintained on a 12-month period of time. This is known as the Plan Year. The Plan Year begins on May 1 and ends on April 30.

Nature of Plan

The Pension Plan is considered by the federal government to be a defined benefit pension plan, subject to the Employee Retirement Income Security Act of 1974, (usually referred to as ERISA) and the IRS Code, as amended. It is also covered by the Pension Benefit Guaranty Corporation (PBGC), which protects certain pension benefits.

Trustees

Your Plan is administered by a twelve (12) member Board of Trustees. The Union and the Employer Associations each appoint six (6) Trustees. The Union Trustees are appointed by the

Local 2 of Michigan of the Bricklayers and Allied Craftworkers International Union, AFL-CIO. The Employer Trustees are appointed by the Michigan Chapter, Associated General Contractors of America, Inc., Labor Relations Division. The names and the business addresses of the Plan's Trustees are:

<u>UNION TRUSTEES</u>	<u>EMPLOYER TRUSTEES</u>
Paul Dunford (S) BAC Local 2 Michigan 21031 Ryan Road Warren, MI 48091 (586) 754-0888 (586) 754-5889 (fax) paul.dunford@bacmi.org	Scott Pantaleo (C) AGC of Michigan 2323 North Larch Lansing, MI 48906 (517) 371-1550 (517) 908-8050 (517) 371-1131 (fax) spantaleo@agcmichigan.org
James Brylowski 1414 110th Avenue Otsego, MI 49078 (616) 291-6730 (517) 886-9816 (fax) james.brylowski@bricklayers.org	Greig Carnevale Davenport Masonry 1445 Edgar Road PO Box 188 Holt, MI 48848 (517) 699-4279 (517) 699-6140 (fax) gcarnevale@davenportmasonry.com
James Budd 3385 S. 56th Avenue Shelby, MI 49455 (616) 291-6728 james.budd@bricklayers.org	Anne Brown AGC of Michigan 2323 North Larch PO Box 27005 Lansing, MI 48906 (517) 371-1550 (517) 371-1131 (fax) abrown@agcmichigan.org
Greg Lobodzinski 1300 W. Thomas Street, Suite C Bay City, MI 48706 (517) 204-4800 greg.lobodzinski@bricklayers.org	Andy Bracy Bracy & Jahr, Inc. 828 Quincy Grange Quincy, MI 49082 (517) 639-4776 (517) 639-4772 (fax) abracy@bracyjahr.com

Chad Morrison BAC Local 2 Michigan 3321 Remy Drive Lansing, MI 48906 (517) 886-9781 (517) 886-9786 (fax) chad.morrison@bricklayers.org	Ed Spence Spence Brothers 203 S. Washington Avenue Suite 360 Saginaw, MI 48607 (989) 752-0400 edspence@spencebrothers.com
Daryl Nichols 135 East Bennett, Suite 12 Saline, MI 48176 (313) 215-0908 (734) 944-8439 (fax) daryl.nichols@bricklayers.org	Brian Pixley Schiffer Mason Contractors 2190 Delhi NE PO Box 250 Holt, MI 48842 (517) 694-0057 (517) 694-1936 (fax) bpixley@schiffermason.com

The Trustees serve without compensation and are fiduciaries. This means that they must manage and operate the Plan prudently and in the best interests of all Participants and Beneficiaries. The Trustees must manage the Plan's assets on your behalf and to oversee the Plan's administration.

Plan Administrator

The Plan Administrator manages the day-to-day operations of the Fund. The Plan Administrator's office is the Plan's principal place of business, and is located at the following address:

TIC International Corporation, Inc.
6525 Centurion Drive
Lansing, MI 48917
Tel: (517) 321-7502
Fax: (517) 321-7508
www.michiganbac.org

The Plan Administrator keeps the records of the Plan and is responsible for its day-to-day operations. The Plan Administrator will also answer any questions you may have about the Plan.

Legal Counsel

The Trustees have retained the following legal counsel:

Novara Tesija Catenacci McDonald and Baas, P.L.L.C.
888 W. Big Beaver Road, Suite 600
Troy, MI 48084
Tel: (248) 354-0380
Fax: (248) 250-9927

The Fund's legal counsel is responsible for accepting any legal documents involving the Fund.

Service of Legal Process

Service of legal process may be accomplished upon any Plan Trustee or on the Fund's legal counsel at the following address:

Novara Tesija Catenacci McDonald and Baas, P.L.L.C.
888 W. Big Beaver Road, Suite 600
Troy, MI 48084

Collective Bargaining Agreements

The Plan is maintained pursuant to collective bargaining agreements between the Union and all Employers signatory to and participating in these agreements. You may request copies of the collective bargaining agreements by contacting the Plan Administrator in writing, or you may obtain copies from the Fund Office at:

TIC International Corporation, Inc.
6525 Centurion Drive
Lansing, MI 48917
Tel: (517) 321-7502
Fax: (517) 321-7508

A reasonable fee may be charged for copying expenses. You may also examine copies of the collective bargaining agreements at the Union Office during normal business hours.

Article II: Definitions

The following abbreviated definitions of terms used in the Plan and this SPD may be helpful to you in understanding the benefits that are provided and your rights under the Plan.

Accrued Benefit

The monthly benefit you have accrued according to the benefit formula described in the Plan (and summarized in this SPD), paid in the form you choose (as allowed under the Plan).

Active Participant

Any Participant that is not Retired, Deceased, Disabled or a Former Participant, and who has not suffered a Permanent Break in Service. An Active Participant must also have accrued at least one Year of Service in one of the two preceding Plan Years.

Actuarial Equivalent

A form of benefit differing in time, period or manner of payment from a specified benefit provided under the Plan but having the same value when computed using the applicable actuarial factors.

Beneficiary

The person who is entitled to receive benefits from the Fund due to either their relationship to you or because you designated them on paperwork.

Break in Service Plan Year

A Plan Year prior to when you have vested and during which you fail to have the minimum Hours of Work required for a Year of Service, or for Plan Years beginning after April 30, 2009, a Plan Year in which you fail to have a minimum of 300 Hours of Work.

Code

The Internal Revenue Code of 1986, as amended.

Construction Masons' Plan

The Construction Masons Local No. 31 Lansing, Michigan Pension Fund Pension Plan, as that was in effect as of May 1, 1989.

Eligibility Computation Period

The 12 consecutive month period that begins with the month in which you were hired. During this 12 consecutive month period, you must have at least 600 Hours of Work for which your Employer is required to make contributions to the Fund on your behalf (before April 30, 2009 the requirement was 400 Hours of Work in a 12 consecutive month period). If you do not have at least 600 Hours of Work during the initial 12 consecutive month period, a new Eligibility Computation Period will begin with the month following the month in which you were hired, and then each month after that until you have the required 600 Hours of Work during a 12 consecutive month period.

Employee

Any person that an Employer is required to make contributions to the Trust Fund, or who is eligible for benefits under the Plan. This includes business representatives and employees of the Union who are paid by the Union in a Participating Zone.

Employer

An Employer is any of the following:

- (a) A member of an Employer Association who is bound under a Collective Bargaining Agreement to make contributions to the Trust Fund on behalf of Employees; or
- (b) Any other Employer whose work comes within the jurisdiction of a Participating Zone of the Union and who is bound by a Collective Bargaining Agreement to make contributions to the Trust Fund on behalf of Employees; or
- (c) The Union but only to the extent that it acts as an employer of business representatives or Employees in a Participating Zone and makes contributions to the Trust Fund on behalf of those employees; or
- (d) Any Board of Trustees, Committee or agency that is responsible for administering the employee benefit funds, and through a collective bargaining agreement with the Union and

the Association, will contribute to the Trust Fund on behalf of Employees employed by the Board of Trustees, Committee or agency.

ERISA

The Employee Retirement Income Security Act of 1974, as amended, including any rules and regulations issued.

Future Service Credit

The basis which credit is given for years of employment in the industry in the Jurisdiction of the Union during which your employer is required to make contributions to the Fund on your behalf.

Hours of Work

Hours of Work includes each of the following:

- (a) Each hour for which you are paid or entitled to payment for performing duties for an Employer during a Plan Year. Hours of Work will be credited for the year in which the work was performed.
- (b) Each hour for which you are paid or entitled to be paid by an Employer when no duties are performed due to vacation, holiday, illness, disability, layoff, jury duty, military duty or a leave of absence. No more than 301 Hours of Work will be credited under this subsection during any Plan Year (401 Hours of Work prior to May 1, 2009). You will not get any credit for Hours of Work if you are paid as a result of worker's compensation, unemployment compensation or disability insurance laws.
- (c) Each hour for which backpay is awarded or agreed to by an Employer. Hours will be credited in the year in which the duties were performed.
- (d) Hours which you would normally have worked during an absence you sustained to serve in the Armed Forces of the United States. Credit under this subparagraph will not exceed five years.
- (e) Only to ensure you do not suffer a break in service, you will be credited with Hours of Work if you are absent due to maternity or paternity leave. You will be credited with an amount that you normally would have worked, but if that cannot be determined, then with 8 hours per day that you are absent.
- (f) To prevent a break in service, you will be credited with Hours of Work when you are on an approved leave of absence under the Family Medical Leave Act. You will be credited with eight Hours of Work for every day you are on leave during a Monday through Friday work week.

Inactive Participant

A Participant who is not Retired, Deceased, Disabled, nor has suffered a Permanent Break in Service yet, but who does not have at least one Year of Service in the two preceding Plan Years. You become an Inactive Participant on the last day of the second consecutive Plan Year in which you fail to have a Year of Service.

Jurisdiction

The type of work and area of work normally claimed by the Union according to its bylaws and regulations.

Local 1 Plan

The Bricklayers and Allied Craftsmen Local No. 1, Michigan Pension Plan and Trust as in effect on April 30, 1995.

Local 14 Plan

The Bricklayers Local No. 14 Jackson Area Pension Plan, as was in effect on April 29, 1995.

Local 17 Plan

The Bricklayers and Allied Craftsmen International Union Local No. 17 Kalamazoo Michigan Pension Plan as in effect on May 1, 1993.

Normal Retirement Age

As defined later in this SPD.

Original Plans

Either the Construction Mason's Local No. 31 Lansing Michigan Pension Plan or the Saginaw Valley Bricklayers Pension Fund Pension Plan, as either was in effect as of May 1, 1976.

Participant

Any Employee who has met the eligibility requirements to participate in the Plan.

Participating Locals and Participating Chapters

The various locals of the Union that have been merged together to form this Plan: Local No. 7, Local No. 31, Local No. 40, Local No. 17, Local No. 10, Local No. 9 (which was comprised of several other Locals, each a "Participating Zone" of Local No. 9), Local No. 6. Participating Locals and Participating Zones are generally referred to as "Participating Chapters."

Pension Plan or Plan

The Pension Plan adopted by the Trustees that outlines the eligibility rules, benefits and rights of Participants and Beneficiaries.

Permanent Break in Service

This only applies if you are not vested; once you are vested you cannot have a Permanent Break in Service. A Permanent Break in Service occurs on the last day of the Plan Year when you have had 5 consecutive Break in Service Plan Years. However, if you have been a participant for less than 5 years, then you will suffer a Permanent Break in Service if you have the same number of Break in Service Plan Years as you have number of years as an active participant.

Plan Year

The Plan Year runs from May 1 through April 30.

Retire

When you completely stop performing all work in the same craft or industry that is under the Jurisdiction of the Union, on a date on or after when you are eligible for Normal, Early or Disability retirement benefits.

Saginaw Valley Plan

The Saginaw Valley Bricklayers' Pension Fund Pension Plan as that was in effect as of May 1, 1989.

Surviving Spouse

The person to who you are legally married at the time of your death. If, however, you are receiving benefits under the Qualified Joint and Survivor Form, your Surviving Spouse is the person to whom you are legally married at the time your benefits become payable, provided that the person is still alive at the time of your death. The Plan recognizes any and all same sex marriages that are valid or recognized as valid in the jurisdiction in which they were performed.

Trust Agreement

The Declaration of Trust establishing the Michigan BAC Pension Fund, that may be amended from time to time.

Trust Fund

The Michigan BAC Pension Fund and all assets in the Fund.

Trustees

Collectively, the Union and Employer Trustees who are appointed under the Trust Agreement, and serving to administer the Michigan BAC Pension Trust Fund.

Union

The Local Unions of the Bricklayers and Allied Craftworkers International Union, ALF-CIO that are in Michigan and participate in the Fund. This includes the geographic subdivisions of Michigan Local 2 of the International Union of Bricklayers and Allied Craftworkers that are domiciled in Michigan and that participate in the Fund.

Year of Service

A year which counts towards your ability to qualify for benefits under the Plan.

Article III: Participation, Vesting and Credited Service

How do I become a Participant?

If you became an Employee on or after May 1, 1989 but before May 1, 2009, you will become a Participant when you have at least 400 Hours of Work during 12 consecutive months.

If you become an Employee after April 30, 2009, you will become a Participant when you have at least 600 Hours of Work during 12 consecutive months.

You will become a Participant on the first day of the month following the month in which you satisfy the requirements.

Example: You start working in Covered Employment on January 1, 2022. You work and are credited with 600 Hours of Work by March 15, 2022. You will become a Plan Participant on April 1, 2022.

What if I was a Participant in a prior plan?

If you were an Active Participant in any of the following plans as of the dates listed, you automatically are a Plan Participant of this plan.

Plan Name	Active Participant as of:
Construction Masons Local No. 31 Lansing Michigan Pension Fund Pension Plan	April 30, 1989
Saginaw Valley Bricklayers Pension Fund Pension Plan	April 30, 1989
Local 17 Pension Fund, Kalamazoo	April 30, 1993
Local 14 Pension Fund, Jackson	April 30, 1995
Local 1 Pension Fund, Grand Rapids	April 30, 1995
Local 12 Pension Fund, Flint	April 30 1997
Local 21 Pension Fund, Battle Creek	April 30, 1997
Local 14 Pension Fund, Ann Arbor	September 1, 1998
Chapter 40 Pension Fund, Traverse City	September 30, 1991
Chapter 10 Pension Fund, Port Huron	May 31, 1993
Chapter 3 Pension Fund, Adrian	June 30, 1994
Local 6 Pension Fund, Upper Peninsula	June 30, 1995
Local 5 Pension Fund, Muskegon	December 31, 1996

What is Vesting?

Vesting is used to determine the portion of your Accrued Benefit that you are entitled to receive if you leave the trade early.

How do I become Vested?

Vesting is directly tied to your Years of Service. Your Years of Service determine when you have vested. When you are 100% vested, your benefits cannot be lost or forfeited, even if you leave

Covered Employment. You become 100% vested after you complete five (5) Years of Service. Once you are 100% vested, you cannot ever suffer a Permanent Break in Service and upon retirement you will be eligible for a pension benefit.

What is a Year of Service and how is a Year of Service determined?

A Year of Service determines your eligibility for benefits under this Plan. Effective May 1, 2009 through present, you earn a Year of Service for any Plan Year in which you have at least 600 Hours of Work for an Employer. If you earn between 300 Hours of Service and 600 Hours of Service, you will earn one half Year of Service. If you have less than 300 Hours of Service during a Plan Year, you will not earn any Years of Service. An Hour of Service counts so long as your Employer made or was obligated to make contributions to the Fund on your behalf, regardless of whether the Employer actually made the contributions.

Historically, the formula to calculate a Year of Service has changed many times:

Construction Mason's Plan

<u>Active Participant Date</u>	<u>Years of Service Calculation</u>
Prior to May 1, 1965	Number of consecutive years employed by an Employer
May 1, 1965 – April 30, 1976	300 Hours of Work with Employer contributions actually made
May 1, 1976 – April 30, 1989	300 Hours of Work for an Employer regardless of whether the Participant was a member of Local 31

Saginaw Valley Plan

<u>Active Participant Date</u>	<u>Years of Service Calculation</u>
Prior to May 1, 1970	Number of consecutive years employed by an Employer
May 1, 1970 – April 30, 1976	200 Hours of Work with Employer contributions actually made
May 1, 1976 – April 30, 1989	435 Hours of Work for an Employer regardless of whether the Participant was a member of Local 7

Local 40 Plan

If you participated in Local 40, you will be credited with Years of Service for the number of consecutive years that you were employed by Employers within the jurisdiction of Local 40.

Local 17 Plan, Local 14 Plan, and Local 1 Plan

If you participated under the Local 17 Plan prior to May 1, 1993; the Local 14 Plan prior to April 30, 1995; or the Local 1 Plan prior to May 1, 1995, your Years of Service will be determined based on the terms of each respective plan that was in place at the time your service was earned.

Credit for Covered Employment between May 1, 1989 and April 30, 2009

From May 1, 1989 to April 30, 2009, you earn a Year of Service for each Plan Year in which you work at Covered Employment for at least 400 Hours of Work.

Can I earn a Year of Service for work other than Covered Employment?

Yes, in certain circumstances you can still earn a Year of Service even if you do not perform Covered Employment. However, in these circumstances, your work will be used to determine your eligibility for benefits, and will ***not*** count towards your benefit accrual. In other words, hours worked in these categories will not increase your benefit amount at retirement, but hours worked in these categories will prevent you from having a break in service (discussed below) and will count towards vesting.

(a) Contiguous Non-Covered Employment Credit

You may be entitled to what is called “Contiguous Non-Covered Employment Credit.” To qualify, you must work for a Contributing Employer, even when that Employer is not required to contribute to the Fund on your behalf under a CBA. But, your work for that Employer must be immediately before or immediately after your work for a Contributing Employer for which Fund contributions were required under a CBA.

This Plan’s Contiguous Service Agreement with the Operative Plasters Local 67 Plan may entitle you to credit for certain work, used to determine eligibility for benefits and the portion, if any, of the Accrued Benefit in which you are vested.

(b) Credit for Work with the Union or the Department of Labor

You may be entitled to credit for employment with the International or Local 2, any of its subordinate bodies, organizations with which Local 2 is affiliated, a state labor agency, or the U.S. Department of Labor or the Building and Construction Trades Council. This credit would be computed based on the number of hours you would have normally worked if you had continued work for a Contributing Employer.

Effective May 1, 1989, your years as a safety inspector also count in determining whether your Plan benefits are vested. Effective May 1, 2006, employment in the Skilled Trades Department of Universities in the State of Michigan also count in determining whether your Plan benefits are vested. The Fund also recognizes for vesting (but not qualified for unreduced early retirement benefits) your Years of Service under the Operative Plasters Local 67 Plan.

Once again, this credit is used *only* to determine eligibility and vesting. It does *not* increase the amount of your benefit.

(c) Workers' Compensation Credit

Under certain conditions, you can receive Years of Service credit for vesting and eligibility purposes while you are injured, but only if you are collecting Workers' Compensation Benefits.

Specifically, you may be entitled to credit for the period of your disability, if you are an Active Participant, who:

- becomes disabled due to an on-the-job injury or illness while working in Covered Employment; and
- receives Workers' Compensation Benefits.

This credit counts only towards vesting and eligibility for all benefits (except disability Retirement benefits), but would not affect the amount of these benefits.

To request Workers' Compensation Credit, you must provide the Fund Office with documentation showing:

- the amount and duration of the weekly Workers' Compensation Benefits you collected;
- the amount and date of any Workers' Compensation Redemption (lump sum settlement) you received; and
- any other information requested by the Trustees.

(d) Military Service Credit

Under certain circumstances, you are entitled, to Years of Service credit for time that you serve in the military (including the National Guard).

Specifically, if you are absent from Covered Employment because you were serving in any of the Armed Forces of the United States, you will receive credit toward a year Vesting Service for your period of military service in accordance with a federal law called the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA).

But, there are conditions attached to receiving this credit. In particular, you must make yourself available for worked in Covered Employment within the appropriate time prescribed by law following your return from military service. And, your discharge from service must *not* be dishonorable.

Contact the Fund Office if you have questions or wish to apply for credit for time spent in the military.

What is a Break in Service?

A Break in Service can only occur prior to when you are vested. Once you are vested, you cannot suffer a Break in Service. If you do not work enough hours to earn a Year of Service, you will have a Break in Service. You can incur a one-year or temporary Break in Service, or a Permanent Break in Service. Too many consecutive temporary Breaks in Service will lead to a Permanent Break in Service.

From May 1, 1989 through April 30, 2009, you incur a one-year or temporary Break in Service in each Plan Year that you do not work at least 400 hours. From May 1, 2009 and after, you incur a one-year or temporary Break in Service in each Plan Year that you do not work at least 300 hours.

You will **not** incur a Break in Service if you are not working due to military service, disability, employment with the International or Local or union-related and government entities, paternity or maternity leave, or personal and family medical situations. If you are on a leave of absence under the Family and Medical Leave Act (FMLA), you will receive credit for up to 300 hours to help you avoid a Break in Service.

A one-year Break in Service is a temporary break. But, too many consecutive temporary Breaks in Service can lead to a Permanent Break in Service. If you are not vested, and you have temporary breaks in service that are the greater of: (a) 5 years; or (b) the total number of Years of Service before the Plan Year in which your Breaks in Service began, then you will have a Permanent Break in Service. A Permanent Break in Service will cause you to lose all benefits you had accrued under the Plan.

Remember: Once you are vested, you cannot suffer either a temporary break in service or a permanent break in service.

How is my Accrued Benefit calculated?

Your monthly Accrued Benefit is equal to the sum of the following:

- (a) Your accrued benefit under merged plans (with applicable increases), plus
- (b) **From May 1, 1989 – April 30, 2019** - the accumulation of Future Service Credits (as shown in the chart below after date of plan merger, if applicable), plus
- (c) **Beginning May 1, 2019** - (55% of Tier A Contributions x 1%) + (100% of Tier B Contributions x 2%)

Future Service Credit is accrued during Plan Years in which you earn a Year of Service. Beginning May 1, 2009, you are able to earn partial Years of Service. The table below includes the hours threshold needed to earn a full or partial Year of Service for accruing Future Service Credit.

From January 1, 2009 – April 30, 2019, under the Funding Improvement Plan (FIP), annual benefit accruals are based on ***Credited Pension Contributions***, which are specified under the applicable collective bargaining agreements. *Credited Pension Contributions* are the portion of the hourly Employer Contribution made on your behalf that is considered in calculating your benefit accrual. The portion of the hourly Employer Contribution made on your behalf that is **not** considered in calculating your benefit accrual are called *Non-Credited Contributions* and are subtracted from Employer Contributions in determining your Future Service Credit.

For your work on or after May 1, 2019, Employer Contributions will be defined as ***Tier A*** or ***Tier B***.

Tier A consists of your *Credited Contributions and Non-Credited Contributions* up to the contribution amount required by the FIP. Effective April 30, 2021, the *Tier A* contribution rate then in effect will be frozen and remain unchanged. These *Tier A* contributions are credited at 55% and earn benefits at a 1% multiplier.

Tier B is the amount of Employer Contributions that exceeded the FIP-required contribution before April 30, 2021. Effective May 1, 2021, any new Employer Contribution rate increases will be considered *Tier B*. These contributions are 100% credited and earn benefits based on a 2% multiplier.

Plan Years	Year of Service Threshold	Future Service Credit (annual benefit accruals)
5/1/1989 – 4/30/1999	400 Hours of Work	3.75% of Employer Contributions
5/1/1999 – 4/30/2004		3.8% of Employer Contributions
5/1/2004 - 4/30/2006		2.6% of Employer Contributions
5/1/2006 – 12/31/2008		2% of Employer Contributions
1/1/2009 – 4/30/2009		2% of Credited Pension Contributions = 2% x hours worked x (current CBA contribution rate - \$0.55)

5/1/2009 – 9/30/2009	Full Year of Service for 600 Hours of Work ½ Year of Service for 300-599 Hours of Work	2% of Credited Pension Contributions = 2% x hours worked x (current CBA contribution rate - \$0.55)
10/1/2009 – 9/30/2011		Accruals Frozen
10/1/2011 – 7/31/2013		1% of Credited Pension Contributions = 1% x hours worked x (current CBA contribution rate - \$2.02)
8/1/2013 – 7/31/2014		1% of Credited Pension Contributions = 1% x hours worked x (current CBA contribution rate - \$3.16)
8/1/2014 – 7/31/2015		1% of Credited Pension Contributions = 1% x hours worked x (Current CBA contribution rate - \$3.16 - 5% of the July 31, 2013 CBA rate)
8/1/2015 – 7/31/2016		1% of Credited Pension Contributions = 1% x hours worked x (Current CBA contribution rate - \$3.16 - 6% of the July 31, 2013 CBA rate)
8/1/2016 – 7/31/2107		1% of Credited Pension Contributions = 1% x hours worked x (Current CBA contribution rate - \$3.16 - 7% of the July 31, 2013 CBA rate)
8/1/2017 – 7/31/2018		1% of Credited Pension Contributions required by the FIP + 2% of Credited Pension Contributions above the FIP required amounts (if applicable) = 1% x hours worked x (Current CBA contribution rate - \$3.16 – 9.55% of the July 31, 2013 CBA rate) plus

		2% x hours worked x additional contribution rate above FIP required amounts (if applicable)
8/1/2018 – 4/30/2019		1% of Credited Pension Contributions required by the FIP + 2% of Credited Pension Contributions above the FIP required amounts (if applicable) = 1% x hours worked x (Current CBA contribution rate - \$3.16 – 12.10% of the July 31, 2013 CBA rate) plus 2% x hours worked x additional contribution rate above FIP required amounts (if applicable)
5/1/2019 and later		1% of Tier A Pension Contributions times 55% + 2% of Tier B Pension Contributions times 100%

Article IV: Contributions and Funding

How are contributions made to the Pension Fund?

Your Employer is required to contribute to the Fund an amount called for by the collective bargaining agreement (CBA) or participation agreement for each Hour of Service that you perform. These contributions are made on a monthly basis, along with the Employer's contributions to the other fringe benefit funds in which you participate. You are not allowed to make contributions into this Plan.

The Plan Administrator will provide you, upon written request, with information as to whether a particular Employer is contributing to this Plan on behalf of Employees working under the CBA and with copies of any CBA. Copies of any CBAs are also available for examination by Participants and Beneficiaries at the Plan Administrator's office or the Union Hall.

How are the Trust Fund's assets invested?

Employer contributions, along with investment returns, pay for all retirement benefits provided under this Plan. The Board of Trustees has hired an investment consultant that is responsible for selecting appropriate investment vehicles for the Fund's assets. This investment consultant is also responsible for the actual investing of the Fund's assets.

Article V: Normal Retirement Benefits

What types of Benefits are provided by the Plan?

The Plan provides for Normal Retirement Benefits, Early Retirement Benefits, Disability Benefits, Deferred Vested Retirement Benefits, Death Benefits and Preretirement Survivor Benefits. Each are described below. For any of the benefits available under the Plan, you will begin receiving benefits the first day of the month following your eligibility and after returning to the Plan Administrator an application for retirement benefits.

When do I become eligible for Normal Retirement Benefits?

You become eligible for Normal Retirement Benefits when you reach your Normal Retirement Age. You reach your Normal Retirement Age on the later of the following to occur:

- (a) You turn 65 years old; or
- (b) Your 5th anniversary of your date of participating in the Plan, following your latest Permanent Break in Service (if any occurred).

Payment of your Normal Retirement Benefits must begin on the first day of the month following your Normal Retirement Date and when you submitted your application, or when required by the Internal Revenue Code (typically the April 1 following the calendar year in which you turn 70 ½ years old if you turn 70 ½ by December 31, 2019, otherwise by April 1 following the calendar year in which you turn 72).

Article VI: Early Retirement Benefits

What type of Early Retirement Benefits are available under the Plan?

The Plan offers both reduced and unreduced Early Retirement Benefits, depending on your age at retirement, the Years of Service you have accrued, and the date of your retirement.

How are Early Retirement Benefits calculated?

This chart applies to early retirement benefits for Active participants only. Early retirement benefits for Inactive Vested participants have different reductions applied.

Benefit Commencement Date	Age	Years of Service	Reduced/Unreduced
Prior to May 1, 1990	60+	10+	Reduced by 0.5% for each month under age 65
On or after May 1, 1990 but before May 1, 1998	60+	10+	Reduced by 0.5% for each month under age 63

Benefit Commencement Date	Age	Years of Service	Reduced/Unreduced
On or after May 1, 1998 but before May 1, 1999	60+	10-24	Reduced by 0.5% for each month under age 63
	60+	25+	Unreduced
On or after May 1, 1999 but before Nov 1, 2012	56+	10-24	Reduced by 0.5% for each month under age 63
	56-57	25+	Reduced by 0.5% for each month under age 58
	58+	25+	Unreduced
Effective Nov 1, 2012	56+	10-29	Reduced by 0.5% for each month under age 63
	56-57 (grandfathered group meets age 56 and 25 years as of 10/31/12)	25+ (grandfathered group meets 56 and 25 years as of 10/31/12)	Reduced by 0.5% for each month under age 58
	58+ (grandfathered group meets age 56 and 25 years as of 10/31/12)	25+ (grandfathered group meets 56 and 25 years as of 10/31/12)	Unreduced
	56-59	30+	Reduced by 0.5% for each month under age 60
	60+	30+	Unreduced

Article VII: Deferred Vested Benefits

When do I become eligible for Deferred Vested Benefits?

Once you are vested, you are eligible for benefits under the Plan even if you are not an Active Participant at the time you reach Retirement. These benefits that you are entitled to because of your vested status are called “Deferred Vested Benefits.”

If I am vested, am I automatically eligible for 100% of my Accrued Benefit?

Not necessarily. Once you are vested, you are eligible for a portion of your Accrued Benefit. The number of Years of Service you have earned when you become an Inactive Participant dictates the

amount of your Accrued Benefit that you are eligible to receive. This is outlined in the chart below:

Years of Service Since Effective Date of Participation	Percentage of Accrued Benefit in Which Vested
Less than 5 Years	0% (unvested)
5 Years	50%
6 Years	60%
7 Years	70%
8 Years	80%
9 Years	90%
10 or more Years	100%

When can I begin receiving Deferred Vested Benefits?

Generally, you are eligible to begin receiving them the first day of the month after you turn age 65 (as you would with Normal Retirement Benefits). If you have at least 10 Years of Service or are a Disabled Participant, you may be eligible to receive your Deferred Vested Benefits on a reduced basis upon reaching age 60. Furthermore, you must begin receiving any Deferred Vested Benefits not later than April 1st following the year in which you turn age 72.

Article VIII: Disability Benefits

What Disability Benefits are available under the Plan?

You are eligible for Disability Benefits if you meet all of the following criteria at the time of your disability:

- (a) You are an Active Participant; and
- (b) The Trustees find that you are totally and permanently disabled; and
- (c) You are under age 65.

You are totally and permanently disabled if your disability prevents you from working in any regular employment in the trade subject to the jurisdiction of the Union, and if that condition is likely to be permanent and continuous for the remainder of your life. You will not be considered totally and permanently disabled if your incapacity is a result of an addiction to narcotics, or if your incapacity occurred while you were engaging in any a criminal activity or the result of an intentional self-inflicted injury.

How is the amount of a Disability Benefit determined?

The amount of your Disability Benefit depends on your Years of Service.

(a) If you have less than 5 years of service (if you are not vested):

If you have less than five Years of Service as of the date your disability, you will receive a lump sum cash payment which is equal to the amount of contributions made to the Fund on your behalf. This is payable to you the first day of the month after your application has been approved. You will not be eligible for any other benefits under the Plan.

(b) If you have between 5 and 10 Years of Service:

If you are vested and have between 5 and 10 Years of Service as of the date of your disability, you are entitled to choose one of the following options:

1. Lump sum cash payment equal to the greater of: i) the amount of contributions made to the Fund on your behalf or ii) the lump sum Actuarial Equivalent of your Vested Benefit;
2. An actuarially reduced benefit payable as a single life annuity (if you are unmarried) or as a qualified joint and survivor form (if you are married); or
3. A Vested Benefit based on the percentage of your Accrued Benefit that you are eligible for as outlined in the chart above.

Once you select a benefit option from these choices, you will not be eligible for other benefits under the Plan. The Plan Administrator will provide you with calculations to show you what your benefit would be under each option.

(c) If you have at least 10 years of Service

If you have 10 or more Years of Service at the time of your disability, you will receive a monthly benefit of \$100.00 until you reach age 65. Once you reach age 65, your benefit will convert to a Normal Retirement benefit, calculated based on your benefit accrual as of the date you became disabled. Effective May 1, 2022, if you have 10 or more Years of Service, meet the Fund's Total and Permanent Disability requirements, and are age 62 or younger, your monthly Disability Benefit will increase from one hundred dollars (\$100) to a benefit equal to seventy-five percent (75%) of your Normal Retirement Benefit that you accrued as of the date you originally became disabled. If you meet these eligibility requirements and are age 63 or 64, your monthly Disability Benefit will increase from one hundred dollars (\$100) to a benefit equal to 100% of your Normal Retirement Benefit as of the date you originally became disabled.

What do I do if I believe I am disabled?

You should obtain an application for disability benefits from your local union, the Fund Office, or www.michiganbac.org. You must submit the application to the Fund Office, along with a Physician's Medical Report. You should also submit a Social Security disability determination if you have one. The Trustees will review disability benefit applications, and effective January 1, 2012 will consider Social Security disability awards in their determination.

How long will Disability Benefits last?

Disability benefits will continue until one of the following occurs:

- (a) You work in a job that is inconsistent with the determination that you are totally and permanently disabled; or
- (b) The Trustees determine on the basis of medical findings that you are able to pursue a regular job; or
- (c) If you refuse to undergo a medical exam requested by the Trustees, provided though that the Trustees cannot request a medical exam more than twice per year; or
- (d) If you fail to provide evidence of your continued disability when requested by the trustees; or
- (e) You die; or
- (f) Your Disability Benefits convert to Normal Retirement Benefits upon reaching age 65 (but only if you had at least 10 Years of Service when you became disabled).

Article IX: Death Benefits

What Death Benefits are available under the Plan?

If you die before you have retired, but after you are vested, your Surviving Spouse will be eligible for pre-retirement death benefits, also called survivor's benefits. There are several types of survivor's benefits:

- (a) **Immediate Surviving Spouse Benefit.** Your Surviving Spouse will receive a benefit equal to his/her benefit that is calculated under the 50% Joint and Survivor Benefit (described in Article X, below). But, if 90 days prior to your death, you elected to receive your benefits in the form of a 100% Joint and Survivor benefit (described in Article X below), then your Surviving Spouse will receive his/her benefits in that form. Your Surviving Spouse will receive a monthly benefit for his/her life. These benefits start the first day of the month following your death, but no benefits will be paid until the Trustees approve an application and payment.

Your Surviving Spouse is eligible for the Immediate Surviving Spouse Benefit if:

- 1. You had been married to your Surviving Spouse for at least one year at the time of your death;
- 2. You were eligible to begin receiving retirement benefits from the Plan;
- 3. But you had not yet begun receiving benefits from the Plan.

- (b) **Deferred Surviving Spouse's Benefit.** Any benefits payable to your Surviving Spouse are deferred so that payments begin when you would have reached Early or Normal Retirement Age, had you survived. Your Surviving Spouse's benefit will be calculated under the 50% Joint and Survivor Benefit (described in Article X below), meaning that he/she will be entitled to a monthly benefit for his/her life.

Your Surviving Spouse is eligible for the Deferred Surviving Spouse's Benefit if:

- 1. You had been married to your Surviving Spouse for at least one year at the time of your death; and

2. Your Surviving Spouse is not eligible for the Immediate Surviving Spouse benefit (meaning you were not yet eligible to receive benefits at the time of your death).

- (c) **Single Sum Benefit.** Your Surviving Spouse receives a single sum cash payment that is equal to the greater of: a) 100% of the contributions made to the Fund on your behalf, up to a maximum of \$3000; or b) the actuarial equivalent of the Deferred Surviving Spouse's benefits, computed as a lump sum.

The Single Sum Benefit is an option for your Surviving Spouse only if he/she is eligible for the Deferred Surviving Spouse's benefit. He/She can elect the Single Sum Benefit instead of the Deferred Surviving Spouse's benefit.

- (d) **Sixty Months Survivors Benefit.** Your Surviving Spouse receives a monthly payment for 60 months (5 years) following your death. If your Surviving Spouse dies before receiving all 60 payments, the value of any remaining payments will be paid to your Beneficiary. The amount of your Surviving Spouse's benefit is based on the number of Years of Service you had at the time of your death, according to the chart below:

Years of Service	Percentage of Accrued Benefit
Less than 10 years	0%
10 Years	50%
11 Years	60%
12 Years	70%
13 Years	80%
14 Years	90%
15 Years	100%

Your Surviving Spouse is eligible to elect this benefit form if she was also eligible for Deferred Surviving Spouse's Benefit or the Single Sum Benefit.

When can my Surviving Spouse elect her benefits?

Your Surviving Spouse must contact the Fund Office to notify the Plan Administrator of your death. The Plan Administrator will then provide your Surviving Spouse information on the various forms of benefits she is eligible for, along with the amount of each form of benefits. Your Surviving Spouse will have 90 days from the date that he/she receives that information to make an election. Once your Surviving Spouse makes an option, his/her choice is final.

If your Surviving Spouse does not make an election, the default will be that he/she will receive monthly benefits calculated under the Deferred Surviving Spouse's benefit. Finally, if the actuarial equivalent of the lump sum of any of the benefit options is \$5,000 or less, your Surviving Spouse will automatically receive a lump sum payment instead of any monthly benefits.

What if I don't have a Surviving Spouse, or I choose someone else to be my beneficiary?

If you die before you are retired but after you are vested, and you either do not have a Surviving Spouse or you properly elect another individual to be your beneficiary (with your spouse's signed consent), that Beneficiary is entitled to 100% of credited contributions made to the Fund on your behalf, payable as one lump sum.

Who can my beneficiary be?

If you have been married for one year at the time of your death, your Surviving Spouse is automatically your beneficiary. You can designate someone other than your spouse, but your spouse must sign a consent form in front of a notary acknowledging that the other person is the Beneficiary.

If you do not designate a Beneficiary or have a Surviving Spouse that you have been married to for at least one year prior to your death, then death benefits will be automatically payable in the following order:

- (a) To your surviving children, in equal shares; then to
- (b) Your estate.

Article X: Forms of Benefits

What is the normal form of benefits for unmarried retirees?

The normal (or default) form of benefits for unmarried retirees is a Straight-Life Annuity, under which you receive a monthly payment for the rest of your life. This provides the highest amount of benefits in your monthly payments, but payments end with your death. There are no survivor benefits.

What is the normal form of benefits for married retirees?

The normal (or default) form of benefits for married retirees is the 50% Qualified Joint and Survivor Form. The monthly amount is determined by first calculating your benefit under the Straight-Life Annuity, and then using actuarial factors to reduce the benefit taking into consideration the fact that your Surviving Spouse will also receive a benefit for the remainder of her life. You will receive a monthly benefit for your life, and upon your death, your Surviving Spouse will receive a benefit for the remainder of her life, but in an amount equal to 50% of what your benefit was during your lifetime. If, however, your Surviving Spouse dies before you and within 24 months of you beginning to receive your benefit payments, your benefit will automatically be increased to the amount you are eligible for under the straight life annuity (above).

What are the optional forms of benefits available to retirees?

You have the option to elect an alternate form of benefit payments. The Plan offers the following options:

(a) 100% Joint and Survivor

In this form of benefits, you receive an actuarially reduced benefit for the remainder of your life. Upon your death, your surviving spouse receives a benefit for the remainder of his/her life, but in an amount equal to 100% of what your benefit was during your lifetime.

(b) 75% Joint and Survivor

In this form of benefits, you receive an actuarially reduced benefit for the remainder of your life. Upon your death, your surviving spouse receives a benefit for the remainder of his/her life, but in an amount equal to 75% of what your benefit was during your lifetime.

(c) 66 2/3% Joint and Survivor

In this form of benefits, you receive an actuarially reduced benefit for the remainder of your life. Upon your death, your surviving spouse receives a benefit for the remainder of his/her life, but in an amount equal to 66 2/3% of what your benefit was during your lifetime.

(d) Life-5 Year Certain

In this form of benefits, you receive an actuarially reduced benefit for the remainder of your life. However, if you die before receiving 60 payments (5 years), then your beneficiary will receive monthly payments until the total number of payments made to you and your beneficiary equals 60. After 60 payments have been made, your beneficiary will not receive any additional payments. If you received 60 or more payments during your lifetime, your beneficiary will not receive any payments. If both you and your beneficiary die before 60 payments have been made, a single lump sum for the remaining benefit payments will be paid to the estate of the last to die between you and your beneficiary.

(e) Life-10 Year Certain

In this form of benefits, you receive an actuarially reduced benefit for the remainder of your life. However, if you die before receiving 120 payments (10 years), then your beneficiary will receive monthly payments until the total number of payments made to you and your beneficiary equals 120. After 120 payments have been made, your beneficiary will not receive any additional payments. If you received 120 or more payments during your lifetime, your beneficiary will not receive any payments. If both you and your beneficiary die before 120 payments have been made, a single lump sum for the remaining benefit payments will be paid to the estate of the last to die between you and your beneficiary.

(f) Life-15 Year Certain

In this form of benefits, you receive an actuarially reduced benefit for the remainder of your life. However, if you die before receiving 180 payments (15 years), then your beneficiary will receive monthly payments until the total number of payments made to you

and your beneficiary equals 180. After 180 payments have been made, your beneficiary will not receive any additional payments. If you received 180 or more payments during your lifetime, your beneficiary will not receive any payments. If both you and your beneficiary die before 180 payments have been made, a single lump sum for the remaining benefit payments will be paid to the estate of the last to die between you and your beneficiary.

(g) Lump Sum

If at the time of your retirement you are vested and the actuarial equivalent of your benefit is \$5,000 or less, you will automatically receive your benefit as a lump sum.

How do I select an optional form of benefit payment?

If you are married and you want your benefits to be paid in another of the Joint and Survivor forms (other than the 50% Joint and Survivor), you must complete a change in benefit form from the Fund office. If you want your benefits paid in any of the other optional forms, your Spouse will need to consent to change in writing by signing her acknowledgement in front of a notary public or a Fund representative. If you are interested in electing an optional benefit form, please contact the Fund Office. The Fund Office will be able to provide you with a form that meets these requirements for your election to be effective. You can always revoke your waiver so long as your benefit payments have not yet begun.

How do I know how much my monthly benefit will be under each option?

When you submit your retirement application, you will receive a packet of information that outlines your options to you, and also tells you your monthly benefit amount under each of the available benefit payment options. Once you receive this information, you have 180 days to make an election.

Mandatory Commencement of Benefits

Generally, if you have retired from covered employment under the Plan, your benefits would commence no later than 60 days following the close of the Plan Year when you reached your normal retirement age. At least once per year, the Fund Office will notify you of your eligibility for benefits. If the Fund Office does not thereafter receive your application, you will be deemed to have elected to postpone commencement of your benefits. However, you should be aware that you may not postpone commencement of your benefits indefinitely. If your birthday is on or after July 1, 1949, you can wait until age 72 to start taking minimum distributions of your pension benefit. However, if your birthday is **prior** to July 1, 1949, you must start receiving required minimum distributions by April 1st, 2020.

Can my benefits ever be suspended once I've started receiving payments?

Yes, in certain situations. The following criteria must be met for the Fund to suspend your benefits:

- You are retired;
- You again become actively employed by an Employer or self-employed;
- You work at least 40 Hours of Work per month;

- You work in the same industry of a contributing Employer;
- Your work is within the State of Michigan; and
- You work before the April 1 of the calendar year in which you turn 70 ½ years old.

If you intend to return to work after you begin receiving Retirement benefits, you must notify the Fund Office in advance. You must also notify the Fund Office when you stop working after Retirement, or when the conditions for suspension of benefits change, so that suspended monthly benefits can be resumed. All notifications to the Fund Office should be in writing. The Fund's suspension of benefit rules are based on Department of Labor regulations.

The Trustees may lift the suspension of benefits rules at any time they deem appropriate. The Trustees have lifted the suspension of benefits rules during the following time periods:

- September 1, 2015 to December 31, 2015
- January 1, 2016 to October 31, 2016
- May 1, 2017 to December 31, 2017
- May 1, 2018 to December 31, 2018
- May 1, 2019 to December 31, 2019
- May 1, 2020 to December 31, 2020
- May 1, 2022 to December 31, 2022

Effective May 1, 2022, the Fund will continue to pay the monthly benefit in lieu of any additional benefit accruals that a retiree returning to work for a contributing Employer may earn. Any additional monthly benefits that would have been payable shall be determined based on the Future Service Credit accrued from Employer contributions made or required to be made on behalf of the Retiree during his return to work but subsequent to his date of retirement are subject to a reduction based on the value of benefits paid that would have otherwise been suspended. This offset will include reciprocal contributions. Each such net additional benefit payable shall be calculated in the same form of benefit in which the Retiree's monthly benefit is being paid and, where applicable, calculated using the ages of the Retiree and his spouse upon his subsequent cessation of work in the same form which he elected when he first retired.

If the present value of Future Service Credit accrued by the retiree during any month that he returned to work is lower than the value of the Retiree's benefit paid to the retiree for that month, the Fund will not seek to recoup the difference; meaning, that the Retiree's monthly benefit would not be reduced if the retiree returns to work during this period.

Can I accrue benefits if I work for another local jurisdiction?

The Trustees may enter into reciprocity agreements with Trustees of other pension funds covering work under the Jurisdiction of the Union, so long as the agreements are at least as favorable to the Fund as they are to the other pension fund, and will not have a negative impact on the Fund's funding requirements under ERISA.

Article XI: Claims and Appeals

How do I apply for benefits?

To apply for benefits, you must first complete a request for application form. This form, and others, can be obtained from the Fund Office, from your local union, or at www.michiganbac.org. The Fund Office can answer questions concerning the request for application forms.

When the Fund Office receives your request for application form, it will calculate the amount of benefits you are entitled to under each of the payment forms available to you and will send you that information with a benefit application form.

On your completed benefit application form, you will specify the date on which you want your pension to begin. The Trustees will do their best to comply with your selected date. If you do not return your completed application to the Fund Office, or if it is returned after a 180-day period, the Trustees will conclude that you decided not to retire at that time and will take no further action.

Please file your request for application form well before the date on which you plan to retire to make sure there is adequate time for the Fund to process your application and for you to supply any missing information and make important choices about your benefits.

What happens if my application for benefits is denied?

If your claim for benefits is wholly or partially denied, the Plan Administrator will provide you with a written notice of this denial. This written notice must be provided to you within a reasonable period of time after the receipt of your claim by the Administrative Manager. For disability benefits, this time period is generally 45 days from receipt of your claim, and for other benefits it is 90 days. These times may be extended by the Trustees if necessary. If notice of denial of a claim or an extension of time is not received by you within 90 days after your application is made, the claim is deemed to be denied. The written notice must contain the following information:

1. The specific reason(s) for the denial;
2. Specific reference to the pertinent Plan provisions on which the denial is based;
3. A description of any additional material or information necessary for the claimant to perfect the claim, and an explanation of why such material or information is necessary;
4. Appropriate information as to the steps to be taken if the claimant wishes to submit his claim for review;
5. A description of the Plan's claim review procedures, the time limits under the procedures and a statement regarding the claimant's right to bring a civil action under ERISA 502(a) following an adverse benefit determination on appeal; and

6. For disability claims, a copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination, and the identification of medical or vocational experts involved in making the adverse determination.

All notices will be in a culturally and linguistically appropriate manner.

What Rights Do I Have If My Claim Is Denied?

If your claim has been denied, and you wish to submit your claim for review by the Trustees, you must follow the Claims Review Procedure.

1. Upon the denial of your claim for any benefit provided by the Plan, you may file your request for review, in writing, with the Plan Administrator, addressed to the Trustees.
2. YOU MUST FILE THE CLAIM FOR REVIEW WITHIN A REASONABLE TIME, BUT NOT MORE THAN 60 DAYS (180 FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM.
3. You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Trustees. You must be provided, upon request and free of charge, access to and copies of all documents, records and other information relevant to the claim. A document is considered relevant to the claim if it (i) was relied upon in making the benefit determination; (ii) was submitted, considered or generated in the course of making the benefit determination; or (iii) demonstrates compliance in making the benefit decision with the requirement that the benefit determinations must follow the terms of the Plan and be consistent when applied to similarly situated claimants.
4. Your claim for review must be given a full and fair review. If your claim is denied, the Administrative Manager must provide you with written notice of this denial. For appeals filed within 30 days of a regularly scheduled Board of Trustees' meeting, you must be notified of the decision within 5 days after the second meeting following the receipt of your notice of appeal. For appeals filed more than 30 days before a regularly scheduled Board of Trustees' meeting, you must be notified of the decision within 5 days after the next Board of Trustees' meeting. There may be times when this period may be extended. This extension may only be made, however, where there are special circumstances that are communicated to you in writing within the applicable period. If there is an extension, a decision shall be made as soon as possible, but not later than the third meeting after receipt by the Plan Administrator of your claim for review.
5. The appeals procedure for a disability claim also must provide the following regarding the review process:

- a. The review on appeal must not defer to the initial adverse benefit determination and may not be conducted by the individual who made the initial adverse benefit determination nor the subordinate of such individual;
 - b. In deciding the appeal of any benefit determination that is based in whole or in part on a medical judgment, the plan fiduciary conducting the appeal must consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
 - c. The health care professional engaged with respect to the review of the claim on appeal may not be an individual who was consulted in connection with the initial adverse benefit decision nor the subordinate of such individual; and
 - d. Any medical or vocational experts whose advice was obtained on behalf of the plan in connection with the claim (even if the advice was not relied upon in the benefit determination) must be identified.
6. The Trustees' decision on your claim for review will be communicated to you in writing and will include specific references to the pertinent Plan provisions on which the decision was based.
7. If the determination is adverse, you shall be entitled to receive copies of all documents relevant to the benefit claim and a statement regarding your right to bring a civil action under ERISA Section 502(a), which statement must inform you that if you are going to commence action under ERISA Section 502(a), you must do so no later than one year from the date of mailing of the notice of adverse benefit determination on appeal.
8. For disability claims, a denial following a claim for review must also contain the following information:
- a. If applicable, a copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination or a statement that such rule was relied upon and that a copy of such rule will be provided free of charge to the claimant upon request;
 - b. If the adverse determination is based on medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination or a

statement that such explanation will be provided free of charge to the claimant upon request; and

- c. The following statement: “You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.”

What if I want to file a judicial action against the Plan?

If you want to bring a judicial action against the Plan for benefits, or a clarification of your right to future benefits, you must do so within one year of the final adverse benefit determination by the Board of Trustees. If you do not bring judicial action within the one-year period, you will not be able to bring an action and the final adverse benefit determination will be considered final and binding.

If you want to bring a judicial action against the Plan to enforce a specific Plan provision, you must do so within one year following the date on which you file a claim to enforce that Plan provision. If you do not bring a judicial action within the one-year period, you will not be able to bring an action to enforce the Plan provisions, and the adverse decision will be considered final and binding.

Article XII: Plan Amendment or Termination

Can the Plan or Trust Be Amended?

The Board of Trustees has the right to amend the Plan and Trust at any time. Although the Trustees hope to maintain the present level of benefits and to improve upon them if possible, a primary concern of the Trustees is to protect the financial soundness of the Plan at all times. The Board of Trustees reserves the right to terminate or make changes, modifications or amendments to the benefits which the Plan provides. In no event, however, can any amendment:

1. Authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries;
2. Cause any reduction in the benefit amount credited to you;
3. Cause any part of your Plan assets to revert to an Employer; or
4. Eliminate an optional form of distribution.

You will be notified in writing of any important changes to the Plan.

Can the Pension Fund Be Terminated?

Although it is expected that the Trust will remain in effect indefinitely, the Trust (and consequently the Plan) may be terminated by a joint resolution of the Employers and the Union. In addition, the Plan will be terminated if and when no assets are left in the Fund, or no individuals remain alive who can qualify for benefits.

In the event of the termination of the Plan, the Board of Trustees will allocate the assets of the Plan, after expenses are paid, among Participants, Former Participants and Beneficiaries in the manner provided by ERISA. If termination of the Plan occurs, your Accrued Benefit will be totally non-forfeitable to the extent funded on the date of termination.

Are My Benefits Insured?

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a retiree with 20 years of service would be \$8,580.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) The date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

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

Article XIII: Administration and Miscellaneous

Allocation of Fiduciary Responsibilities

The Named Fiduciary may appoint a person or persons to carry out all or certain of the Named Fiduciary's responsibilities under the Plan. Any allocation of fiduciary responsibilities will be evidenced by a written agreement between the Named Fiduciary and the person or persons so appointed. Any person or group of persons may serve in more than one fiduciary capacity under the Plan. The Named Fiduciary and any other fiduciary under the Plan may employ one (1) or more persons to render advice in connection with such fiduciary's responsibilities under the Plan.

Administration

The Plan Administrator will perform all necessary duties to assure compliance with the provisions of ERISA including, but not limited to, the retention of consultants and Enrolled Actuaries, the maintenance of adequate records, the filing of reports with the Department of Labor, the Department of the Treasury and the Pension Benefit Guaranty Corporation and the timely release of information to Participants and other persons relating to the operation of the Plan and their respective interests under it.

The Plan Administrator will have the right to interpret and construe the Plan and to determine all questions of eligibility and of status, rights and benefits of employees and other persons entitled to benefits under the Plan. In all such interpretations and constructions, the Plan Administrator determination will be based on uniform rules and practices applied in a nondiscriminatory manner and will be binding on all affected persons.

Interpretation of the Plan

Any interpretation of the Plan's provisions rests with the sole discretion of the Board of Trustees. No employer or union, nor any representative of such, is authorized to interpret this Plan on behalf of the Board of Trustees.

However, the Board of Trustees has authorized the Plan Administrator to handle routine requests from Participants regarding eligibility rules, benefits, and claims procedures. However, if there are questions involving interpretation of any Plan provisions, the Plan Administrator will ask the Board of Trustees for a final determination.

Non-Assignment of Benefits

Benefits cannot be assigned, sold, transferred, mortgaged or pledged to anyone or used as a security for a loan, either voluntarily or involuntarily. Under most circumstances, Plan benefits are not subject to attachment or execution under any decree of a court or otherwise. However, there are two exceptions to this rule: the anti-assignment provision is not enforceable against the Internal Revenue Service and in the case of a "Qualified Domestic Relations Order" (QDRO). QDRO's are explained in greater detail below.

Qualified Domestic Relations Order (QDRO)

A QDRO is a court order, decree or judgment, made pursuant to a state domestic relations law, directing the Plan to pay all or a portion of your Plan benefits to a spouse, former spouse, child or other dependent for the purpose of providing child support, alimony or marital property rights, among other things. A domestic relations order is a QDRO if it: (1) creates or recognizes the existence of an alternate payee's right to or assigns to an alternate payee the right to receive all or a portion of the benefits payable to a Participant under a plan; (2) specifies required information; and (3) does not alter the amount or form of Plan benefits. An "Alternate Payee" is a spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all or a portion of the benefits under a plan with respect to the Participant.

Thus, if a QDRO requires the distribution of your benefits under the Plan to an Alternate Payee, the Trustees are required to comply with the order. A copy of the Plan's procedures for processing QDRO's will be provided to you, at no cost, upon request to the Plan Administrator.

Tax Requirements

Generally, distributions you receive from the Plan will be subject to federal income taxes. Federal tax law requires that several types of pension plan benefits, including lump sum payments and distributions under \$5,000, now have 20% income tax withheld by the Fund. This 20% withholding may be avoided by having the payments transferred to another qualified retirement plan or by establishing an IRA account and having your benefit payments sent directly into that account. This is called a "rollover." If you choose this option, nothing will be withheld from your benefit payment. However, the benefit amounts transferred to another retirement plan or to your IRA Plan may not be immediately available to you, as they will be subject to the requirements and restrictions that apply to IRA distributions or to the provisions of the new plan.

If you do not elect to rollover your benefit, the Fund is required by law to withhold 20% of each benefit payment as income tax and pay it to the IRS.

When you apply for benefits, the Fund Office will provide you with more detailed information regarding rollovers and mandatory withholding, and a form with which you can elect to have your payments rolled over.

It is also important to note that many States, including Michigan, also subject pension benefits to income tax. Please contact the Fund Office regarding State tax requirements.

IMPORTANT NOTE: Neither the Trustees nor the Fund Office, or any staff thereof, are qualified to provide you with advice as to the legal and/or tax ramifications of distributions under the Plan. *You are urged to consult with a qualified tax advisor or financial planner in order to fully understand the consequences of any Plan distribution and how it may affect your situation.*

Article XIV: Your Rights Under ERISA

As a Participant in the Plan, you are entitled to certain rights and protections under the ERISA. ERISA provides that all Plan Participants are entitled to:

1. Examine, without charge, at the Fund Office and at other specified locations such as work sites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
2. Obtain, upon written request to the Fund Office, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Fund Office may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report. The Fund Office is required by law to furnish each Participant with a copy of this summary annual report.
4. Obtain a statement telling you whether you have a right to receive a benefit at Normal Retirement Age (which is specified in this Summary Plan Description), 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 benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

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

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Fund Office to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Fund Office.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that the Plan fiduciaries misuse Plan money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. The court will decide who should pay 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 frivolous.

If you have any questions about your Plan, you should contact the Fund 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 Fund Office, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

