ARTICLE 10. APPLICATIONS, BENEFIT PAYMENTS AND RETIREMENT

Section 10.01. Applications.

a. A pension must be applied for in writing on a form prescribed by the Board which must be filed with the Board in advance of the Annuity Starting Date. Except as provided in Section 10.05., a pension shall first be payable for the first month after the application has been filed, if the Participant is otherwise eligible.

An application for a Disability Pension shall be considered timely if the Social Security Disability Benefit entitlement notice, or letter of denial which is due solely to lacking the required Social Security quarters of coverage, is filed with the Board no later than 90 days after the date of issue of such notice or letter, and the payment of the Disability Pension may commence with the seventh month of disability. The Board of Trustees may, in extenuating circumstances, extend the filing period for a Disability Pension by an additional one year, adjusting the commencement date of payments accordingly.

An application which is filed with a Related Plan shall be considered as an application for a Pension under this Plan.

b. An application for a Pre-Retirement Death Benefit shall be made in writing on a form and in the manner prescribed by the Board.

c. Any other claim for benefits or claim under the Plan or against the Fund shall be made in writing in a form and in the manner prescribed by the Board and shall be filed with the Board within such time as may be fixed by the Board.

d. A Participant’s Annuity Starting Date shall be established based on the provisions of Section 1.03. and the application requirements described in this Section 10.01. No payment form election made by the Participant shall be valid if he/she should die prior to his or her Annuity Starting Date. In such event, any survivor benefits shall be paid in accordance with the applicable terms and conditions of Sections 7.03. and 8.01. If a Participant dies on or after his or her Annuity Starting Date, his or her death shall be a post-retirement death and any death benefits payable under the Plan shall be paid in accordance with his or her valid payment form election and the applicable terms and conditions of Sections 7.02. and 8.02.

Section 10.02. Information Required. Each Participant, Pensioner or any other claimant shall furnish to the Board any information or proof requested by it and reasonably required to administer the Pension Plan. Failure on the part of any Participant, Pensioner or claimant to comply with such request promptly, completely and in good faith shall be sufficient grounds for denying, suspending or discontinuing benefits to such person. If a Participant or Pensioner or other claimant makes a false statement material to his or her claim, the Board shall recoup, offset or recover the amount of any payments made in reliance on such false statement in excess of the amount to which such Participant or Pensioner or other claimant was rightfully entitled under the provisions of this Plan.

Section 10.03. Action of Board of Trustees. The Board of Trustees shall, subject to the requirements of the law, be the sole judge of the standard of proof required in any case and the application and interpretation of this Plan, and decisions of the Board of Trustees shall be final and
binding on all parties, subject only to such judicial review as may be in harmony with federal labor law under the Employee Retirement Income Security Act of 1974.

**Section 10.04. Right of Appeal and Determination of Disputes.**

a. No Participant, Pensioner, Beneficiary or other person shall have any right or claim to benefits under the Pension Plan, or any right or claim to payments from the Fund, other than as specified herein. Any dispute as to eligibility, type, amount or duration of benefits or any right or claim to payments from the Fund shall be resolved by the Board under and pursuant to the Pension Plan, and its decision of the dispute, right or claim shall be final and binding upon all parties thereto, subject only to such judicial review as may be in harmony with federal labor law.

b. **Denial of Benefits.** If an application for benefits is denied in whole or in part by the Fund Office (acting for the Board of Trustees), the applicant will be notified of such denial, in writing, within a reasonable period of time but not later than 90 days after receipt of the application unless the Fund Office determines that special circumstances require an extension of time for processing the application. In such case, a written notice of the extension will be furnished to the applicant prior to the end of such 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial 90-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the plan expects to render a decision.

If an application for disability benefits under Section 3.08. is denied by the Fund Office (acting for the Board of Trustees), the applicant will be notified of such denial, in writing, within a reasonable period of time but not later than 45 days after receipt of the application for such disability benefits. This 45-day period may be extended for up to an additional 30 days provided that the Fund Office determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the applicant, prior to the end of the initial 45-day period, in writing, of such extension and the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If prior to the end of the first 30-day extension period, the Fund Office determines that, due to matters beyond the control of the Plan, a decision cannot be made within the extension period, the period for making the decision may be extended for up to an additional 30 days, provided that the Fund Office notifies the applicant, prior to the end of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to make a decision. This notice will be in writing and will specifically explain the Plan provisions on which the entitlement to such disability benefits is based, the unresolved issues that prevent a decision, and the additional information needed to resolve those issues; and the applicant will be given at least 45 days within which to provide the specified information.

The period of time within which a benefit determination is required to be made will begin at the time an application for benefits is filed with the Fund Office without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended, as permitted above, due to an applicant’s failure to submit information necessary to make a determination, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to the applicant until the date on which the applicant responds to the request for additional information.
The written notification of the benefit denial will set forth, in a manner calculated to be understood by the applicant:

(1) The specific reason(s) for the adverse determination;

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

(3) A description of any additional material or information necessary for the applicant to perfect the claim and an explanation of why such material or information is necessary;

(4) A description of the Plan’s review procedures and the time limits applicable to such procedures, including a statement of the applicant’s right to bring a civil action under §502(a) of ERISA following an adverse benefit determination on review.

In addition to the above, the written notification of the benefit denial will include the specific rule, guideline, protocol or other similar criterion relied upon in making the adverse determination.

c. Right of Appeal. Any person whose application for benefits under this Plan has been denied in whole or in part by the Board of Trustees, or whose claim to benefits is otherwise denied by the Board of Trustees, may petition the Board of Trustees to reconsider its decision. A petition for reconsideration:

(1) Must be in writing; and

(2) Must state in clear and concise terms the reason(s) for disagreement with the decision of the Board of Trustees; and

(3) May include documents, records, and other information related to the claim for benefits; and

(4) Must be filed by the petitioner or the petitioner’s duly authorized representative with or received by the Fund Office within sixty (60) days after the date the notice of denial was received by the petitioner. In the case of a claim for disability benefits under Section 3.08., the petitioner or the petitioner’s duly authorized representative must file his or her petition for reconsideration within one hundred eighty (180) days.

Upon good cause shown, the Board of Trustees may permit the petition to be amended or supplemented. The failure to file a petition for reconsideration within such sixty (60) day period (one hundred eighty (180) day period) for disability benefits under Section 3.08.) shall constitute a waiver of the petitioner’s right to reconsideration of the decision. Such failure shall not, however, preclude the petitioner from establishing his or her entitlement at a later date based on additional information and evidence which was not available to him or her at the time of the decision of the Board of Trustees.

Upon request, the petitioner or the petitioner’s duly authorized representative will be provided, free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the petitioner’s claim for benefits. A document, record or other information shall be considered relevant to a petitioner’s claim if it was relied upon in making the benefit determination; was submitted, considered or generated in the course of
making the benefit determination, without regard to whether it was relied upon in making the benefit determination; demonstrates that the benefit determination was made in accordance with the Plan provisions and that such provisions have been applied consistently with respect to similarly situated claims; and, in regards to disability benefits under Section 3.08., the Plan’s policy or guidance with respect to the benefit denial (whether or not it was relied upon in making the benefit determination) and other relevant information. Relevant information also includes identification of any medical or vocational expert whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit decision.

The review of the determination will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim without regard to whether such information was submitted or considered in the initial benefit determination.

In the case of a Section 3.08. disability determination, the petitioner shall have access to relevant documents, records and other information relevant to the petitioner’s claim, including any statement of policy or guidance with respect to the Plan concerning the denial of such disability benefits, without regard to whether such advice or statement was relied upon in making the benefit determination. The Board of Trustees will not afford any deference to the initial benefit determination. If the adverse benefit determination is based in whole or in part on a medical judgment, the Board of Trustees shall consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. Such consultant shall be different from any individual consulted in connection with the initial determination and shall not be the subordinate of any such person.

d. Review of Appeal. A benefit determination on review will be made by the Trustees or by a committee designated by them no later than the date of the quarterly meeting of the Trustees or committee that immediately follows the Fund Office’s receipt of the request for review unless the request for review is filed within thirty (30) days preceding the date of such meeting. In such case, a benefit determination will be made no later than the date of the second meeting following the Fund Office’s receipt of the request for review. If special circumstances require a further extension of time for processing, a benefit determination will be rendered no later than the third meeting following the Fund Office’s receipt of the request for review and the Board of Trustees will provide the petitioner with a written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Board of Trustees will notify the petitioner of the benefit determination as soon as possible but not later than 5 days after the benefit determination is made.

The notification of a benefit determination upon review will be in writing and will include the reason(s) for the determination, including references to the specific Plan provisions on which the determination is based. It will also include a statement that the petitioner is entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records and other information relevant to the claim for benefits. The notification of a benefit determination with regard to a Section 3.08. disability benefit will include the above, along with the specific rule, guideline, protocol or other similar criterion relied upon in making the adverse determination.
The period of time within which a benefit determination review is required to be made by the Trustees or a committee designated by them will begin at the time the request for the benefit determination review is filed with the Fund Office without regard to whether all the information necessary to make a benefit determination review accompanies the filing.

In the event that the period for the benefit determination review is extended due to a petitioner’s failure to submit information necessary to make such a determination, the period for making the benefit determination review will be suspended from the date on which the notification of the extension is sent to the petitioner until the date on which the petitioner responds to the request for additional information.

The denial of a claim to which the right to review has been waived, or the decision of the Board of Trustees or its designated committee with respect to a petition for review, is final and binding upon all parties, subject only to any civil action the applicant may bring under §502(a) of ERISA. Following issuance of a written decision of the Board of Trustees on an appeal, there is no further right of appeal to the Board of Trustees or right to arbitration.

No legal action may be commenced or maintained against the Pension Fund and/or the Board of Trustees more than two (2) years after a claim has been denied.

However, a petitioner may re-establish his or her entitlement to benefits at a later date based on additional information and evidence which was not available to him or her at the time of the decision of the Board of Trustees.

Section 10.05. Benefit Payments Generally. A Participant who is eligible to receive a pension benefit under this Plan and makes application in accordance with the rules of the Plan shall be entitled upon retirement to receive the monthly pension benefits provided for the remainder of his or her life, subject to the provisions of the Plan. Benefit payments shall be payable commencing with the first day of the month for which the Participant has fulfilled all the conditions of the entitlement to benefits. Such first day shall be the Annuity Starting Date within the meaning of that term as used in the Plan.

a. If a Pensioner submits evidence of entitlement to additional Unit Value Benefit Credit, or Percentage of Contribution Benefit Credit, his or her increased pension, if any, will become effective:

(1) Retroactively to the Annuity Starting Date of his or her pension, if his or her application for additional benefits was filed within one year after the first pension payment was made to him/her, or

(2) On the first day of the month following the date such application was made, if it was filed more than one year after such payment was made.

b. If a Participant previously denied a pension submits evidence of entitlement to additional Vesting Credit, Eligibility Credit, Unit Value Benefit Credit, or Percentage of Contribution Benefit Credit which subsequently qualifies him/her for a pension, his or her pension will become effective:

(1) Retroactively to the date determined under Section 10.01., if the evidence of additional Vesting Credit, Eligibility Credit, Unit Value Benefit Credit or Percentage of Contribution
Benefit Credit was submitted within one year after he/she was advised of his or her ineligibility for a pension, or

(2) On the first day of the month following the submission of such evidence, if it was filed more than one year after he/she was advised of his or her ineligibility for a pension.

However, in no event, unless the Participant elects otherwise, shall the payment of benefits be effective later than the 60th day after the later of the close of the Plan year in which:

(i) The Participant attains Normal Retirement Age, or

(ii) The Participant terminates his or her Covered Employment and Retires, as that term is defined in Section 10.10.

A Participant may however, elect in writing filed with the Board to receive benefits first payable for a later month, provided that no such election may postpone the commencement of benefits to a date later than the Required Beginning Date. The "Required Beginning Date" means, with respect to any Participant, the April 1st following the calendar year in which the Participant attains age 70 1/2. A Participant who attained age 70 1/2 prior to January 1, 1989, shall be deemed to have attained age 70 1/2 during 1989 for purposes of determining his or her Required Beginning Date.

Pension payments to the Pensioner shall not be made in a form other than equal monthly installments for the Pensioner's lifetime, except as provided in Section 10.06. or to effect (1) retroactive adjustments including recoupment of overpayments, or (2) increases in the monthly pension amount applicable to all Pensioners in a specified class.

Pension payments shall end with the payment for the month in which the death of the Pensioner occurs except as provided in accordance with the 50% Joint and Survivor Pension, the 75% Joint and Survivor Pension or the 100% Joint and Survivor Pension, or if applicable, upon the completion of the guaranteed payments provided for in Section 8.02.

If any benefits are due and payable at the time of the Pensioner's or Beneficiary's death, such benefits shall be paid to the person or persons entitled thereto by law or to the estate of the Pensioner or Beneficiary.

If a Participant or Beneficiary cannot be found after a period of four years from the date on which a benefit payable to him/her has become due, such benefit shall be forfeited and shall go to and be retained by the Fund, unless the Plan has been terminated prior to the date on which such benefit would become forfeitable in accordance with this provision. However, if such a Participant or Beneficiary subsequently makes claim for such forfeited benefit, the benefit shall again become payable to such Participant or Beneficiary.

In the event that there are conflicting claims to a benefit payable under the terms of the Plan, the Board may interplead the claimants by appropriate proceedings in a court of competent jurisdiction. In such event the provisions of Section 10.04. shall not apply, and the claimants shall submit their respective claims to the Court in which the interpleader proceedings are pending. Upon deposit with the Court of the accrued benefits, the Board shall be entitled to be dismissed from the interpleader proceedings and to payment of its costs in connection therewith, including a reasonable attorney's fee. Thereafter, a final decision of the Court in the proceedings shall bind all claimants to the benefit.
and shall constitute a full discharge of the Board and the Fund from any liability with regard to the benefit.

c. Benefits will be granted only to the extent that contributions have been received by the Fund from Contributing Employers. The Fund assumes that a Participant's hours and contributions are accurate unless the Participant challenges the accuracy of a quarterly statement within one year of receipt of that statement. Participants should retain check stubs or statements as a basis for checking the accuracy of their benefits. If the hours do not agree with the hours to which a Participant believes he/she is entitled, the Participant should ask the Fund office to review the contribution records. In order to file a claim for under-reported hours, a Participant must provide proof that hours reported to the Fund Office are less than the hours he/she worked in covered employment for which Pension contributions were required. The Participant must retain payroll check stubs, which will be required to investigate a claim of underreporting of hours by the Contributing Employer. Check stub evidence must include the names of Contributing Employers for whom the Participant worked, the dates of work, and wages paid. Written requests for review must be received within one year of the date of receipt of the Participant's combined quarterly statement.

Section 10.06. Lump-Sum Payment in Lieu of Monthly Benefit.

a. If, at the time a monthly benefit becomes payable to a Participant or Beneficiary, the Actuarial Present Value of such monthly benefit is $5,000 or less, the Board shall pay to the Participant or Beneficiary, in a lump sum, the amount of such Actuarial Present Value, in lieu of the monthly benefit otherwise payable.

b. The basis for determining the Actuarial Present Value of a benefit for a Participant who is eligible for a Regular, Early, or Service Pension shall be an amount determined in accordance with Section 1.01., or if it results in a larger lump sum, an amount determined by multiplying the appropriate factor from Appendix 9 for the age of the Participant on his or her Annuity Starting Date, times the monthly pension benefit.

c. Once pension benefits have commenced in the form of regular monthly payments, there can be no subsequent distribution in the form of a lump sum without the written consent of the Participant and, if the Participant is married, the Spouse.

Section 10.07. Mandatory Commencement of Benefits.

a. Notwithstanding any provision of the Plan to the contrary, effective September 1, 1989, the Fund will begin benefit payments to all Participants by their Required Beginning Dates, whether or not they apply for benefits.

b. If a Participant fails to file a completed application for benefits on a timely basis, and his or her whereabouts are known to the Fund, the Fund will establish the Participant's Required Beginning Date as the Annuity Starting Date and begin benefit payments as follows:

(1) If the Actuarial Present Value of the Participant's benefits (determined in accordance with Section 10.06. on small benefit cash outs) is no more than $5,000, in a single-sum payment.
(2) In any other case, in the form of a 50% Joint and Survivor Pension calculated on the assumptions that a Participant is and has been married for at least one year by the date payments start and that the husband is 3 years older than the wife.

(3) The benefit payment form specified here will be irrevocable once it begins, with the sole exception that it may be changed to a single-life annuity if the Participant proves that he/she did not have a qualified Spouse (including an Alternate Payee under a Qualified Domestic Relations Order) on the Required Beginning Date; also, the amounts of future benefits will be adjusted based on the actual age difference between the Participant and Spouse if proven to be different from the foregoing assumptions.

(4) Federal, state and local income tax, and any other applicable taxes, will be withheld from the benefit payments as required by law or determined by the Board to be appropriate for the protection of the Board and the Participant.

Section 10.08. Benefits Accrued After Retirement. If a Retired Participant returns to Covered Employment, any additional benefits he/she may accrue are subject to the following conditions:

a. Before Normal Retirement Age. Effective as of September 1, 1989, additional benefits earned by a Participant in Covered Employment before Normal Retirement Age will be determined as of the Participant's new Annuity Starting Date, unaffected by previously suspended pension benefits which may be resumed in accordance with Section 10.12.

b. After Normal Retirement Age. Effective as of September 1, 1989, any additional benefits earned by a Participant in Covered Employment after Normal Retirement Age will be determined at the end of each Calendar Year and will be payable as of February 1 following the end of the Calendar Year in which it accrued, provided payment of benefits at that time is not suspended pursuant to Section 10.11. or postponed due to the Participant's continued employment.

Additional benefits that are not suspended or postponed will be paid in the payment form in effect for the Participant as of the Annuity Starting Date most recently preceding the date the additional benefits became payable, unless there is a subsequent death or divorce. Otherwise, the additional benefits shall be determined as of the Participant’s new Annuity Starting Date.

Section 10.09. Actuarial Adjustment for Delayed Retirement.

a. Effective as of September 1, 1989, if a Participant's initial Annuity Starting Date is after the Participant's Normal Retirement Age, the monthly benefit will be the accrued benefit at Normal Retirement Age, actuarially increased for each complete calendar month between Normal Retirement Age and the Annuity Starting Date for which benefits were not suspended, and then converted as of the Annuity Starting Date to the benefit payment form elected in the pension application of the Participant.

b. If a Participant first becomes entitled to additional benefits after Normal Retirement Age, whether through additional Covered Employment or because of a benefit increase, the actuarial increase in those benefits will start from the date they would first have been paid rather than Normal Retirement Age.

c. The actuarial increase will be .75% per month for each month between Normal Retirement Age
(or such later date as may be determined in b. above) and age 70 and 1.5% per month for each month thereafter.

d. Notwithstanding the above, instead of an actuarially increased benefit, a Participant may choose to receive at his or her Annuity Starting Date a monthly benefit equal to his or her accrued benefit at Normal Retirement Age plus a one-time cash payment equal to such monthly amount multiplied by the number of complete calendar months between Normal Retirement Age and the Annuity Starting Date for which benefits were not suspended.

Section 10.10. Retirement.

a. Before Normal Retirement Age. To be deemed Retired before he/she has attained age 55, a Pensioner must refrain from employment or self-employment for wages or profit as outlined in (1), (2), and (3) below and in accordance with the written documents and policies that govern the Plan. To be deemed Retired after he/she has attained age 55 but before he/she has attained Normal Retirement Age, a Pensioner must refrain from employment or self-employment for wages or profit for more than 40 hours during a calendar month as outlined in (1), (2), and (3) below and in accordance with the written documents and policies that govern the Plan.

(1) In an industry in which Employees were employed and accrued benefits under the Plan as a result of such employment at the time that the payment of benefits to the Pensioner commenced or would have commenced if the Pensioner had not remained in or returned to employment; and

(2) In a trade or craft in which the Pensioner was employed at any time under the Plan, in the geographical jurisdiction of this Plan or of a Related Plan; and

(3) In Prohibited Employment as defined in Section 1.33.

b. After Normal Retirement Age but before age 70 ½. To be deemed Retired after Normal Retirement Age but before age 70 ½, a Pensioner must refrain from employment or self-employment for more than 40 hours during a calendar month as outlined in (1), (2), (3), and (4) below.

(1) In an industry in which Employees were employed and accrued benefits under the Plan as a result of such employment at the time that the payment of benefits to the Pensioner commenced or would have commenced if the Pensioner had not remained in or returned to employment; and

(2) In a trade or craft in which the Pensioner was employed at any time under the Plan; and

(3) In Prohibited Employment as defined in Section 1.33; and

(4) In the state of California.
Section 10.11. Suspension of Pension Payments.

a. **Before Normal Retirement Age.** If a Pensioner is employed or self-employed in work of the type described in Subsection 10.10.a., his or her pension payments shall be suspended and permanently withheld for a period equal to the number of months during which he/she was so employed or self-employed. Pension payments shall also be suspended and permanently withheld for the following additional periods which immediately follow the foregoing period:

1. Six months, except with respect to a person who received a Disability Pension prior to such employment.

   **Exception:** The preceding six month suspension period is waived for Pensioners who re-enter Covered Employment between July 1, 1998 through December 31, 1998, in work of the type described in Subsection 10.10.a., irrespective of the duration of such employment.

2. Twelve months in addition to the months under (1) if the Pensioner fails to satisfy the notice requirement of Subsection 10.11.e.(2).

b. **After Normal Retirement Age.** If a Pensioner is employed or self-employed in work of the type described in Subsection 10.10.b., his or her pension payments shall be suspended and permanently withheld for each calendar month in which he/she was so employed or self-employed. After he/she ceases such employment or self-employment, his or her pension shall commence with the first month following the cessation of employment or self-employment of the type described in Subsection 10.10.b. Pension payments shall not be suspended for employment or self-employment after the Required Beginning Date.

c. **Waiver of Suspension due to Industry Need.** Effective April 1, 2001 through March 31, 2002, the suspension provisions described in Subsection 10.11.a. and 10.11.b. will be waived for Pensioners whose Pension Effective Date is prior to December 31, 2000 and who re-enter Covered Employment in work of the type described in Subsection 10.10.a. and b.

   This waiver of the suspension provisions only applies to continuous Covered Employment which begins during the designated period stated above. Any employment which begins before or after the designated period will be subject to all suspension provisions. In order to be eligible for the waiver of the suspension provisions, the Participant must notify the Fund Office of the date the Covered Employment began and the name of the Employer. This Subsection only modifies the suspension provisions for the designated period. All other provisions of the Pension Plan will apply to the Participant’s benefits during the designated period.

   Unless approved by the Board of Trustees, the provisions of this waiver shall not apply to employment beyond December 31, 2003.

   Upon subsequent retirement, a Participant’s pension amount shall be determined in accordance with Section 10.12. as if a suspension had occurred.

d. **Non-Covered Employment.** Suspension of pension payments for Early Retirement Pensioners is subject to the Plan limitations for Non-Covered Employment as discussed in Article 12.

e. **Notices.**
(1) Before commencement of pension benefits, a Pensioner shall sign a retirement declaration, in a form prescribed by the Board of Trustees, acknowledging notice of the Plan rules governing suspension of benefits, as set forth in the declaration, and agreeing to abide by the requirements of such rules. The Pensioner shall be notified by mail at his or her last address on record with the Fund of any material change in the suspension rules on or before the effective date of such change or within 15 days thereafter.

(2) A Pensioner shall notify the Plan, in writing, within 15 days after starting any work of a type that is or may be prohibited under the provisions of Section 10.10. and without regard to the number of hours of such work.

The Board may at any time or from time to time, as a condition to receiving future benefit payments, require that a Pensioner submit evidence verifying that he/she is unemployed or that any employment does not constitute work of the type prohibited under the provisions of Section 10.10.

(3) Whenever the Board becomes aware that a Pensioner is working or has worked in Prohibited Employment in any month after Normal Retirement Age, and has failed to give timely notice to the Plan of such employment, the Board may, unless it is unreasonable under the circumstances to do so, act on the basis of a rebuttable presumption that the Pensioner worked for more than 40 hours in such month and any subsequent month before the Pensioner gives notice in writing to the Board that he/she has ceased Prohibited Employment. The Pensioner may overcome such presumption by establishing that his or her work was not in fact an appropriate basis, under the Plan, for suspension of his or her benefits.

In addition, whenever the Board becomes aware that a Pensioner is working or has worked in Prohibited Employment for any number of hours for an employer at a construction site and he/she has failed to give timely notice to the Plan of such employment, the Board may, unless it is unreasonable under the circumstances to do so, act on the basis of a rebuttable presumption that the Pensioner engaged in such employment for the same employer in work at that site for so long before the work in question as that same employer performed that work at that construction site. The Pensioner may overcome such presumption by establishing that his or her work was not in fact an appropriate basis, under the Plan, for suspension of his or her benefits.

The Board shall advise all Pensioners in writing at least once every 12 months of its employment verification requirements and the nature and effect of the presumptions provided in this Paragraph e.(3).

(4) A Pensioner whose pension has been suspended shall notify the Plan in writing when Prohibited Employment has ended. The Board shall have the right to withhold benefit payments until such notice is filed with the Plan.

(5) A Participant may request the Board in writing to determine whether specific contemplated employment is prohibited by Subsection 10.10.b. The Board will render its determination and notify the Participant in writing of such determination in accordance with the claims review procedure provided in Section 10.04.
The Plan shall inform a Pensioner of any suspension of his or her benefits pursuant to Section 10.10.b. by notice given by personal delivery or first class mail during the first calendar month in which his or her benefits are withheld. Such notice shall include (a) a description of the specific reasons for the suspension, (b) a general description of the Plan provisions relating to the suspension of benefits, (c) a copy of such provisions and a copy of the claims review procedure provided in Section 10.04., (d) a statement that applicable Department of Labor regulations may be found in Section 2530.203-3 of Title 29 of the Code of Federal Regulations, (e) a statement that a request for the review of such suspension will be considered in accordance with the claims review procedure provided in Section 10.04., (f) a description of the procedure for filing a benefit resumption notice, (g) the forms that must be filed for such purpose, and (h) a specific identification of the periods of employment for which suspendible amounts will be offset, the suspendible amounts subject to offset and the manner in which such offset will be made.

A Participant who continues employment beyond Normal Retirement Age in the type of work prohibited by Subsection 10.10.b. shall be notified in writing during the first calendar month after his or her attainment of Normal Retirement Age that his or her pension benefits will not commence until he/she has Retired and filed an application pursuant to Section 10.01. or he/she has attained the Required Beginning Date, whichever is sooner. The Participant shall also be furnished with the Plan rules governing suspension of benefits.

f. **Review.**

A suspension of benefits pursuant to this Section shall be subject to review by the Board in accordance with the claims review procedure provided in Section 10.04.

g. **Resumption of Benefit Payments.**

(1) Entitlement to benefits shall be resumed for months after the last month for which benefits were suspended, provided the Pensioner has complied with the notification requirements of Paragraph d. (4) above. Subject to the provisions of Paragraph (2) of this Subsection, overpayments attributable to payments of benefits made for any month or months for which the Pensioner engaged in Prohibited Employment shall be deducted from benefits otherwise payable subsequent to the period of suspension, in such installments and to such extent as the Board shall determine.

(2) In the case of a Pensioner who has attained Normal Retirement Age, benefit payments shall resume no later than the third month after the last calendar month for which the Pensioner's benefit was suspended or upon attainment of and in no event later than the Required Beginning Date. The deduction or offset for prior benefit overpayments shall be 100% of the initial payment or the full suspendible amount subject to offset, whichever is less. Thereafter, the deduction or offset shall not exceed in any one month 25% of that month's total benefit payment which would have been due but for the offset.

(3) If a Pensioner dies before recoupment of suspendible amounts has been completed, deductions shall be made from any benefit payable to his or her surviving Spouse or Beneficiary, subject, in cases to which Paragraph (2) applies, to the 25% limitation on the rate of deduction as to any benefit payments after the first such payment.
h. Continued Employment After Normal Retirement Age.

Subsection b., providing for suspension of benefits after Normal Retirement Age, shall not apply to a Participant who remains in Covered Employment and does not retire until after Normal Retirement Age, unless he/she subsequently returns to Prohibited Employment after he/she retires.

Section 10.12. Pension Payments Following Suspension or Following Recovery by a Disability Pensioner.

a. A Regular Pensioner who returns to Covered Employment but not for a period of time sufficient to earn at least one year of Vesting Credit, shall not be entitled to a higher pension amount on his or her subsequent Retirement.

However, a Regular Pensioner who returns to Covered Employment and earns at least one year of Vesting Credit shall, upon his or her subsequent Retirement, be entitled to a higher Pension for the additional Unit Value Benefit Credit or Percentage of Contribution Benefit Credit he/she earned after his or her return to Covered Employment, calculated at the amount payable by the Plan in accordance with Section 3.03. at the time of his or her subsequent Retirement. The amount of the Regular Pension earned prior to his or her previous Retirement(s) will, however, remain unchanged.

b. An Early Retirement Pensioner who returned to work in Covered Employment before September 1, 1978 and earns additional Pension Credit will be entitled to a higher pension amount upon his or her subsequent retirement, based on his or her then attained age and the pension amount payable by the Plan on the date a pension is again payable to him/her. However, if and when he/she Retires again he/she shall receive upon his or her subsequent retirement a monthly pension amount not greater than his or her previous Early Retirement Pension benefit until such time as the difference between the amount of his or her previous Early Retirement Pension and his or her subsequent pension amount equals the aggregate amount paid to him/her previously as an Early Retirement benefit. Thereafter, he/she shall receive the monthly amount described in the foregoing paragraph.

An Early Retirement Pensioner who returned or returns to Covered Employment on or after September 1, 1978, but not for a period of time sufficient to earn at least one year of Vesting Credit, shall not be entitled to a higher pension amount on his or her subsequent retirement.

An Early Retirement Pensioner who returned or returns to Covered Employment on or after September 1, 1978, and earns at least one year of Vesting Credit, shall, upon his or her subsequent retirement, be entitled to a higher pension based on the additional Unit Value Benefit Credit or Percentage of Contribution Benefit Credit he/she earned after his or her return to Covered Employment calculated at the amount payable by the Plan in accordance with the provisions of Section 3.03. at the time of his or her second retirement, adjusted as provided in Section 3.05. in accordance his or her attained age on the date of his or her subsequent retirement. The amount of the Early Retirement Pension he/she earned prior to his or her previous retirement(s) will, however, remain unchanged.

c. A Disability Pensioner who recovers from his or her Total Disability and returns to Covered Employment shall be entitled, upon subsequent Retirement, to a pension in an amount calculated
at the amount payable under the applicable provision of Article 3 at the time of his or her subsequent Retirement, including any additional Unit Value Benefit Credit or Percentage of Contribution Benefit Credit earned during his or her period of subsequent employment.

d. A Service Pensioner who returns to Covered Employment but not for a period of time sufficient to earn at least one year of Vesting Credit, shall not be entitled to a higher pension amount on his or her subsequent retirement.

A Service Pensioner who returns to Covered Employment and earns at least one year of Vesting Credit shall, upon his or her subsequent retirement, be entitled to a higher Pension based on the additional Unit Value Benefit Credit or Percentage of Contribution Benefit Credit he/she earned after his or her return to Covered Employment, calculated at the amount payable by the Plan in accordance with Section 3.03. at the time of his or her subsequent retirement, if that retirement is on or after January 1, 1989. The amount of the Service Pension payable during the term of his or her previous retirement will remain unchanged.

e. Suspensions of pension payments before Normal Retirement Age because of employment or self-employment of the type for which a pension would not be suspended after Normal Retirement Age, shall not reduce the value of the Participant's pension below the actuarial equivalent of the Pension payable at his or her Normal Retirement Age; to the extent necessary to avoid such reduction, the monthly amount of the pension shall be adjusted so as not to deprive the Participant of the value of the pension as payable to him/her at his or her Normal Retirement Age.

For purposes of this Subsection, the term "actuarial equivalent" shall mean an amount based on the “Applicable Mortality Table” and “Applicable Interest Rate” described in Section 1.01.a.

f. A 50% Joint and Survivor Pension, the 75% Joint and Survivor Pension or the 100% Joint and Survivor Pension in effect immediately prior to suspension of benefits and the Pensioners’ Guarantee of Benefits shall remain in effect if the Pensioner's death occurs while his or her benefits are in suspension. If a Pensioner has returned to Covered Employment, he/she shall not be entitled to a new election as to the 50% Joint and Survivor Pension, the 75% Joint and Survivor Pension or the 100% Joint and Survivor Pension or any other optional form of benefit provided under the Plan.

**Section 10.13. Non-Forfeitability.**

a. The Employee Retirement Income Security Act (ERISA) requires that certain of the benefits under this Plan be non-forfeitable.

b. A Participant acquires a non-forfeitable right to a normal retirement benefit at Normal Retirement Age. Periods of service and breaks in service are defined for that purpose under this Plan on the basis of all compensated hours of work.

c. ERISA also provides certain limitations on any plan amendment that may change the plan's vesting schedule. In accordance with those legal limitations, no amendment of this Plan may take away a Participant's non-forfeitable right to a normal retirement benefit at Normal Retirement Age, if he/she has already earned it at the time of the amendment. Also, an amendment may not change the schedule on the basis of which a Participant acquires such a
right, unless each Participant who has at least 3 Years of Vesting Credit at the time the amendment is adopted or effective (whichever is later) is given the option of achieving such a non-forfeitable right on the basis of the pre-amendment schedule.

That option may be exercised within 60 days after the latest of the following dates:

(1) When the amendment was adopted,

(2) When the amendment became effective, or

(3) When the Participant was given written notice of the amendment.

While this Plan provides Early Retirement Pensions, Service Pensions, Disability Pensions, and Reciprocal Pensions on the basis of requirements that may be met by some Participants who have not completed 10 Years of Vesting Credit, such eligibility rules represent provisions of the Plan above and beyond those which are required by law to be non-forfeitable.

The provisions of this Section 10.13. are subject to the conditions of Sections 10.01., 10.02., 10.05. and 10.11.

Section 10.14. Incompetence, Incapacity or Minority of Payee. In the event that it is determined to the satisfaction of the Board of Trustees that a Pensioner or his or her Beneficiary is incompetent or incapable of executing a valid receipt, or that a Beneficiary is a minor, and that no guardian, committee or representative of the payee has been legally appointed, the Board may in its sole discretion, during the lifetime of the payee, pay any amount otherwise payable to such payee to the person or persons, or institution or facility, who or which in its opinion has been caring for or supporting the payee (except that no payment shall be made to a governmental institution or facility if the payee is not legally required to pay for his or her care and maintenance), until claim is made for the remainder by a legally appointed guardian, committee or other representative of the payee. Any payment in accordance with this Section shall discharge the obligation of the Fund hereunder to the extent of such payment.

Section 10.15. Non-Assignment of Benefits.

a. Except to the extent otherwise provided by a Qualified Domestic Relations Order, or the equivalent thereof, authorized by ERISA, the Internal Revenue Code or the Retirement Equity Act, each Participant, Pensioner or Beneficiary under the Plan is hereby restrained from selling, transferring, anticipating, assigning, alienating, hypothecating or otherwise disposing of his or her pension, prospective pension or any other right or interest under the Plan, and the Board of Trustees shall not recognize, or be required to recognize, any such sale, transfer, anticipation, assignment, alienation, hypothecation or other disposition. Any such pension, prospective pension, right or interest shall not be subject in any manner to voluntary transfer or transfer by operation of law or otherwise, and shall be exempt from the claims of creditors or other claimants and from all orders, decrees, garnishments, executions or other legal or equitable process or proceeding to the fullest extent permissible by the laws of the United States or any regulation pursuant thereto.

b. The Board shall adopt and prescribe reasonable rules and regulations for the implementation of the Qualified Domestic Relations Order provisions of ERISA, the Internal Revenue Code and the Retirement Equity Act.
Section 10.16. Limitations on Benefits Under Section 415.
In addition to any other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, effective for Limitation Years beginning on and after January 1, 2008, benefits under the Plan shall be limited in accordance with section 415 of the Code and the Treasury regulations thereunder, in accordance with this Article. This Section 10.16 is intended to incorporate the requirements of section 415 of the Code by reference except as otherwise specified herein.

a. Definitions. For purposes of this Section 10.16, the following terms shall have the following meanings.

(1) Compensation.

“Compensation” for purposes of this Article is as defined in Section 1.10 of the Plan.

(2) Limitation Year.

“Limitation Year” means the calendar year.

(3) Plan Benefit.

“Plan Benefit” means, as of any date, the amount of a Participant’s benefit as determined under the applicable provisions of the Plan before the application of the limits in Article XI.

(4) Severance From Employment.

“Severance From Employment” has occurred when a Participant is no longer an employee of any Employer maintaining the Plan.

b. Limit on Accrued Benefits.

For Limitation Years beginning on or after January 1, 2008, in no event shall a Participant’s benefit accrued under the Plan for a Limitation Year exceed the annual dollar limit determined in accordance with section 415 of the Code and the Treasury Regulations thereunder (the “annual dollar limit”) for that Limitation Year. If a Participant’s Plan Benefit for a Limitation Year beginning on or after January 1, 2008 would exceed the annual dollar limit for that Limitation Year, the accrued benefit, but not the Plan Benefit, shall be frozen or reduced so that the accrued benefit does not exceed the annual dollar limit for that Limitation Year.

c. Limits on Benefits Distributed or Paid.

For Limitation Years beginning on or after January 1, 2008, in no event shall the annual amount of benefit distributable or otherwise payable to or with respect to a Participant under the Plan in a Limitation Year exceed the annual dollar limit for that Limitation Year. If the benefit distributable or otherwise payable in a Limitation Year would exceed the annual dollar limit for that Limitation Year, the benefit shall be reduced so that the benefit distributable or otherwise payable does not exceed the annual dollar limit for that Limitation Year.
d. **Protection of Prior Benefits.**

(1) To the extent permitted by law, the application of the provisions of this Article 10 shall not cause the benefit that is accrued, distributed or otherwise payable for any Participant, including the Participant’s annual benefit accrued under the Plan as separately determined for each Individual Employer, to be less than the Participant’s accrued benefit as of December 31, 2007 under the provisions of the Plan that were both adopted and in effect before April 5, 2007 and that satisfied the limitations under section 415 of the Code and the Treasury Regulations thereunder as in effect as of December 31, 2007.

(2) For any year before 1983, the limitations prescribed by section 415 of the Code as in effect before enactment of the Tax Equity and Fiscal Responsibility Act of 1982 shall apply, and no benefit earned under this Plan shall be reduced on account of the provisions of this Section if it would have satisfied those limitations under the prior law.

(3) For any year before 1992, the limitations prescribed by section 415 of the Code as in effect before enactment of the Tax Reform Act of 1986 shall apply, and no benefit earned under this Plan as of the close of the last Limitation Year beginning before January 1, 1987 shall be reduced on account of the provisions of this Section if it would have satisfied those limitations under the prior law.

e. **Section 415 Cost of Living Adjustments.**

To the extent permitted by law, benefits accrued, distributed or otherwise payable with respect to any Participant while in Covered Employment, and after such Participant’s Severance From Employment or the Participant’s Annuity Starting Date, if earlier, that are limited by this Section 10.16 shall be increased annually pursuant to cost of living increases in the annual dollar limit under section 415(d)(1)(A) of the Code and the Treasury Regulations thereunder; provided, however, that in no event shall any increase under this Section 10.16(e) cause the amount of a Participant’s accrued, distributed or otherwise payable benefit to exceed the amount of the Participant’s Plan Benefit.

f. **Order in Which Limits Are Applied.**

Joint and survivor annuities. To the extent permitted by law, a Participant’s qualified joint and survivor annuity form of payment and the survivor annuity portion of such form of payment are computed by applying a reduction factor or factors to a Participant’s Plan Benefit before the limits under this Section 10.16 are applied; provided however that the survivor annuity may not exceed the benefit that would have been payable to the Participant after application of the limits in this Section 10.16.

g. **Aggregation of Plans.**

(1) In the event that the aggregate benefit accrued in any Plan Year by a Participant exceeds the limits under section 415 of the Code and the Treasury Regulations thereunder as a result of the mandatory aggregation of the benefits under this Plan with the benefits under another plan maintained by the Employer, the benefits of such other plan shall be reduced to the extent necessary to comply with section 415 of the Code and the Treasury Regulations thereunder. If necessary to observe these limits, benefits under any other defined benefit plan...
plans will be reduced before benefits under this plan, but benefits under this plan will be reduced to the extent necessary if benefit under the other plans cannot be reduced.

(2) For purposes of applying the limits of this Section 10.16(g), if a Participant also participates in another tax-qualified defined benefit plan of the Employer that is not a multiemployer plan, only the benefits under this Plan that are provided by the Employer are aggregated with the benefits under the other plan.

h. General.

(1) To the extent that a Participant’s benefit is subject to provisions of section 415 of the Code and the Treasury regulations thereunder that have not been set forth in the Plan, such provisions are hereby incorporated by reference into this Plan and for all purposes shall be deemed a part of the Plan.

(2) This Section 10.16 is intended to satisfy the requirements imposed by section 415 of the Code and the Treasury Regulations thereunder and shall be construed in a manner that will effectuate this intent. This Section 10.16 shall not be construed in a manner that would impose limitations that are more stringent than those required by section 415 of the Code and the Treasury regulations thereunder.

(3) If and to the extent that the rules set forth in this Section 10.16 are no longer required for qualification of the Plan under section 401(a) and related provisions of the Code and the Treasury regulations thereunder, they shall cease to apply without the necessity of an amendment to the Plan.

i. Interpretation or Definition of Other Terms

The terms used in this Section 10.16 that are not otherwise expressly defined for this Section, shall be defined as provided in the Plan, or if not defined in the Plan, shall be defined, interpreted and applied for purposes of this Section 10.16 as prescribed in section 415 of the Code and the Treasury regulations thereunder.

Section 10.17. Offset and Recoupment. In the event that it is determined that due to either a mistake of fact or law, or to compliance with Section 10.15., or to any other circumstance, a Participant, Beneficiary or surviving Spouse has been paid more than he/she is entitled to under the terms of the Plan or under the law, or is otherwise obligated to the Fund, the Board shall offset, recoup and recover the amount of such overpayment or obligation from payments due or thereafter becoming due to such person, or to the Beneficiary or surviving Spouse of the Participant, in such installments and to such extent as the Board shall determine.
AMENDMENT NO. 96

to the
Restated Pension Plan for the
Carpenters Pension Trust for Northern California

The Board of Trustees of the Carpenters Pension Trust Fund for Northern California has voted to amend the Restated Pension Plan for the Carpenters Pension Trust Fund for Northern California to incorporate changes regarding “Related Plans”, effective March 1, 2016.

Effective March 1, 2016, the following changes are made to the Plan:

Section 4.07.a.(1)(b) is restated as follows:

(b) A Service Pension under this Plan where the total of his or her Northern California Eligibility Credit and his or her Related Eligibility Credit accrued only under the Pension Plan of the Mill Cabinet Pension Fund of Northern California, the Industrial Carpenters Pension Plan, the Marine Carpenters Pension Plan, the Carpenters International Staff Pension Plan, the Lathers Local No. 109 Base Plan, the Southern California Carpenters Pension Plan, the Pension Plan for the Carpenter Funds Administrative Office of Northern California, Inc., and such other Related Plans as specifically determined by the Trustees, which cover Employees under the terms of a Collective Bargaining Agreement and/or Memorandum of Understanding, negotiated by the Carpenters 46 Northern California Counties Conference Board, and/or any of its affiliates, shall be treated as Northern California Eligibility Credit; and

The fifth paragraph of Section 10.05., Benefit Payments Generally, is restated as follows:

A Participant may however, elect in writing filed with the Board to receive benefits first payable for a later month, provided that no such election may postpone the commencement of benefits to a date later than the Required Beginning Date. Failure of a Participant to apply for benefits is an election to defer commencement of benefits beyond the date such benefits would otherwise begin, provided that no such election may postpone the commencement of benefits to a date later than the Participant's Required Beginning Date. The "Required Beginning Date" means, with respect to any Participant, the April 1st following the calendar year in which the Participant attains age 70 ½. A Participant who attained age 70 ½ prior to January 1, 1989, shall be deemed to have attained age 70 ½ during 1989 for purposes of determining his or her Required Beginning Date.