Pipe Trades Services MN Pension Fund

Summary Plan Description

Restated April 1, 2025

Pipe Trades Services MN Pension Fund

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Fund Office
Pipe Trades Services MN, Inc.
4461 White Bear Parkway, Suite 1
White Bear Lake, MN 55110
(651) 645-4540
Toll Free: (800) 515-2818
Fax: (651) 645-8119
Website: www.ptsmn.org
Email: info@ptsmn.org

Actuary and Consultant
Milliman, Inc.

Investment Manager
Stairway Partners, LLC

Legal Counsel
Taft Stettinius & Hollister, LLP

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SECTION 1. Introduction

This Summary Plan Description restated effective April 1, 2025 (“**SPD**”) describes the Pipe Trades Services MN Pension Fund (“**Pension Fund**” or “**Fund**”) restated effective April 1, 2020, as amended. The provisions described in this SPD apply only to persons who begin to receive pensions or other benefits on and after April 1, 2025. Except as otherwise provided, pensions or benefits that began before April 1, 2025, as well as deferred vested benefits of former Employees who incurred a separation from Covered Employment before April 1, 2025, are determined in accordance with the provisions of the Fund in effect at the time the most recent separation from Covered Employment occurred.

Your pension benefit can be a significant part of your retirement income. The amount of your pension benefit is based on the number of years you work for an Employer that contributes to the Fund on your behalf for your Hours of Work. Generally, the longer you work for a Contributing Employer, the greater your pension. The amount of the pension benefits you earn on and after April 1, 2020, will be adjusted based on the investment experience of the Pension Fund. The amount of pension benefits you earned prior to April 1, 2020, will *not* be adjusted based on the investment experience of the Pension Fund.

The Pension Fund is a multiemployer defined benefit retirement plan and offers:

- Pensions at various retirement ages;
- Different forms of benefit in which your pension can be paid;
- Disability benefits; and
- Death Benefits.

You pay nothing toward your pension benefit under this Fund. Your Employer pays the full cost.

Among other things, this SPD provides important information about:

- How you become a Participant in the Fund;
- When you are eligible for benefits;
- How your benefits are calculated; and
- How you can apply for benefits.

Please keep this SPD in a safe place. If you are married, share this SPD with your Spouse. Contact the Fund Office if you have any questions about the Pension Fund.

DISCLAIMER: This SPD only summarizes the provisions of the formal Plan Document and does not attempt to cover all of the details contained in the Plan Document. The operation of the Fund and the benefits to which you (or your Beneficiaries) may be entitled will be governed solely by the terms of the official Plan Document. To the extent that any of the information contained in this SPD or any information you receive orally is inconsistent with the official Plan Document, the provisions set forth in the Plan Document will govern in all cases. If you wish to review the Plan Document, please refer to Section 13 (“Your ERISA Rights”) which discusses your right to review the Plan Document.

SECTION 2. Pension Fund Highlights

A. Participating in the Fund.

You become a Participant on the first day of the first calendar month in which you are credited with an Hour of Work in Covered Employment.

Your participation in the Fund ceases as of the last day of the Pension Credit Year in which you incur a Permanent Break in Service unless you have a vested right to a pension.

See Section 3(A) ("Becoming a Participant") for additional information.

B. The Benefits You Accrue under the Pension Fund.

Effective April 1, 2020, the Pension Fund has changed how you accrue benefits from a traditional defined benefit pension plan benefit formula (the "Legacy Plan") to a new variable benefit formula called the Sustainable Income Plan (the "SIP"). The Pension Fund will continue to be a defined benefit pension plan, but the formula used to calculate the benefits you accrue on and after April 1, 2020, has changed.

If all of your Pension Credits were earned before April 1, 2020, your benefits under the Pension Fund will be calculated using the Legacy Plan's traditional defined benefit formula and you will receive only "Legacy Benefits." If you have earned Pension Credits before and after April 1, 2020, your benefits under the Pension Fund will include both Legacy Benefits and SIP Benefits. If all of your Pension Credits were earned on or after April 1, 2020, your benefits under the Pension Fund will only consist of SIP Benefits.

See Section 3(C) ("SIP Benefits") for additional information

C. Earning Vesting Service and Pension Credits.

1. Vesting Service.

a. "Vesting Service" determines your right to pension benefits.

b. Generally, you earn one year of Vesting Service for each Plan Year (April 1 — March 31) in which you work at least 870 hours in Covered Employment or continuous non-Covered Employment.

c. If you have one Hour of Work on or after April 1, 2020, you will have Vested Status once you complete three years of Vesting Service.

d. If you have one Hour of Work on or after April 1, 1999, you will have Vested Status once you complete five years of Vesting Service.

Rochester Local 6 Participants

If you are a member of Plumbers and Pipefitters Local No. 6 as of May 1, 2017, and you have at least 180 Hours of Work in Covered Employment after May 1, 2017, you will be credited with one year of Vesting Service for each Plan Credit Year ending prior to May 1, 2017, during which you worked at least 870 hours in Covered Employment and for which Contributions were made or should have been made to the Pipe Trades Services MN Pension Supplement Trust (the "Pension Supplement Trust").

2. Pension Credits.

a. Pension Credits are used to determine whether you are entitled to a pension under the Fund and to calculate the amount of your pension benefit.

b. Pension Credits include future service Pension Credits and past service Pension Credits, if applicable.

c. Generally, you earn Pension Credits based on your Hours of Work. You earn 0.1 Pension Credits for each 180 Hours of Work performed, with 1.0 Pension Credit for 1,800 Hours of Work, and no maximum number of Pension Credits earned within a Plan Credit Year.

See Section 3(B) ("Earning Vesting Credit") and Section 3(D) ("Earning Pension Credits") for additional information.

D. Receiving a Pension When You Retire or Become Disabled.

1. A Regular Pension is available at Normal Retirement Age, as described in Section 8(C) ("Regular Pension").

2. An Early Retirement Pension is available as early as age 55 with five Pension Credits if you have Vested Status, as described in Section 8(F) ("Early Retirement Pension").

3. If you become Permanently and Totally Disabled, you may qualify for a Disability Pension if you have at least five Pension Credits, have Vested Status, and worked in Covered Employment in the Plan Credit Year in which you became disabled, as described in Section 8(H) ("Disability Pension").

4. The applicable benefit rate and your Pension Credits generally determine the amount of your pension benefit except that the value of any SIP Benefits earned on or after April 1, 2020, will be subject to annual adjustments based on the investment experience of the Pension Fund. See Subsection 3(C)(2) ("Valuing SIP Units") for more information about how the value of your SIP Benefits will change over time.

E. Choosing How Your Pension Is Paid.

1. If you are not married, your pension is generally paid as a Single Life Annuity.

2. If you are married, your pension can be paid as a 50%, 75% or 100% Qualified Joint and Survival Annuity. You can choose a Single Life Annuity only if you have your Spouse's written consent.

3. If the total present value of your benefit is $7,000 or less, your benefit will be paid to you in one lump-sum payment.

See Section 9 ("Choosing a Benefit Option") for additional information.

F. Your Benefits After Your Death.

1. If you reach Vested Status and die *before your pension payments* begin, one of the following benefits may be available to your Spouse or designated Beneficiary:
- Qualified Preretirement Survivor Annuity; or
- Death Benefit.

2. If you were not receiving your benefits in the form of a Qualified Joint and Survivor Annuity and you die *after your pension payments begin* but before you received monthly pension payments in a total amount equal to the Death Benefit to which your Beneficiary would have been entitled had you died the day preceding your Retirement, your Beneficiary will receive a lump-sum payment equal to the amount of the Death Benefit less the total of the monthly pension payments you received prior to your death.

3. If you die *after your pension payments begin* and you were receiving your pension in the form of a Qualified Joint and Survivor Annuity, your Qualified Spouse will receive 50%, 75%, or 100% of the amount you were receiving for the rest of his or her lifetime, depending on the percentage you selected as part of your Qualified Joint and Survivor Annuity. A Death Benefit is not available if you elected a Qualified Joint and Survivor Annuity .

See Section 11 (“In the Event of Death”) for additional information.

SECTION 3. Beginning Work

A. Becoming a Participant.

You become a Participant on the first day of the calendar month in which you are credited with one Hour of Work in Covered Employment. No enrollment is necessary to become a Participant in the Fund.

EXAMPLE. Michael begins Covered Employment on May 1, 2019, and works at least one Hour of Work in Covered Employment during May 2019. Therefore, Michael becomes a Participant in the Fund on May 1, 2019.

B. Earning Vesting Credit.

1. Years of Vesting Service.

Years of Vesting Service are used to determine your Vested Status and are based upon your Hours of Work in a Plan Credit Year.

2. Future Service.

You will be credited with one year of Vesting Service for each Plan Credit Year during the Contribution Period in which you worked in Covered Employment for 870 Hours of Work or more. If you work for a Contributing Employer in a job not covered by the Fund and are continuous with your employment with that Employer in Covered Employment without a Break in Service, your Hours of Work in such non-covered job during the Contribution Period will be counted in calculating your years of Vesting Service.

3. Past Service.

You will be credited with one year of Vesting Service for each Plan Credit Year in which you worked 870 hours or more before you became a Participant, provided such employment: (a) was in the Pipe Trades Industry in the period immediately preceding the time when you became a Participant; and (b) resulted in hours being reported to and retained in the Pipe Trades Services MN Welfare Trust. You will not be credited with Vesting Service if the hours are reciprocated to another fund or trust.

Rochester Local 6 Participants

If you are a member of Plumbers and Pipefitters Local No. 6 as of May 1, 2017, and you have at least 180 Hours of Work in Covered Employment after May 1, 2017, you will be credited with one year of Vesting Service for each Plan Credit Year ending prior to May 1, 2017, during which: (a) you had at least 870 Hours of Work in Covered Employment; and (b) contributions were made or should have been made to the Pension Supplement Trust on your behalf.

4. Required Years of Vesting Service.

You are required to earn: (a) ten years of Vesting Service if you do not have one Hour of Work on or after April 1, 1999; (b) five years of Vesting Service if you have one Hour of Work on or after April 1, 1999; or (c) three years of Vesting Service if you have one Hour of Work on or after April 1, 2020, to achieve Vested Status. Any year of Vesting Service earned prior to a Permanent Break in Service is disregarded for purposes of determining if you have achieved Vested Status.

5. Pro Rata Vesting.

Your Hours of Work outside of the jurisdiction of the Union but for which Contributions are paid into the Pension Trust pursuant to a Reciprocity Agreement will be included in the calculation of hours for the purpose of determining whether you are eligible for a year of Vesting Service.

6. Breaks in Service.

See Section 4(A) ("Break in Service Rules") for information about how a Break in Service will impact vesting.

C. SIP Benefits.

The formula used to calculate your benefit accruals under the SIP on and after April 1, 2020, is different from the traditional defined benefit formula used by the Legacy Plan prior to April 1, 2020. Years of Vesting Service and Pension Credits are earned in the same manner, but you accrue benefits under the SIP in the form of SIP Units. The *value* of any SIP Units that you accrue can vary from year to year. However, the *number* of SIP Units is your accrued benefit and will not change.

1. **Accruing SIP Units.**

The number of SIP Units you earn in a Plan Year depends on your contribution rate under the applicable Collective Bargaining Agreement, the Pension Credits you have earned, and the SIP Unit Value. The formula used to determine the number of SIP Units you earn in a Plan Year is:

$$\frac{\text{SIP Accrual Rate* for the Plan Year x Pension Credits for the Plan Year}}{\text{SIP Unit Value on April 1 of the Plan Year}}$$

*SIP Accrual Rate (see Section 15(CC))	=	15.68 x Your Contribution rate under the applicable CBA

EXAMPLE: *Assume a Participant has a $9.75 Contribution rate and earned 1.1 Pension Credits for the Plan Year ending March 31, 2021. The number of SIP Units accrued by the Participant as of April 1, 2021, will be calculated as follows:*

$$\frac{15.68 \times \underbrace{\$9.75}_{\text{Contribution rate}} \times \underbrace{1.1}_{\text{Pension Credits}}}{\underbrace{\$10.0000}_{\text{SIP Unit Value as of March 31, 2021}}} = \underbrace{16.8168}_{\text{SIP Units Accrued for Plan Year ending March 31, 2021}}$$

See Appendix B ("Example of Active Participant's Accrual of SIP Benefits") for a more detailed example that illustrates how SIP Benefits are accrued under the Pension Fund.

2. **Valuing SIP Units.**

   a. Starting SIP Unit Value.

   The SIP Unit Value is set at $10.0000 through March 31, 2022.

   b. Annual Adjustments to the SIP Unit Value.

   Beginning April 1, 2022, the SIP Unit Value will vary depending on the SIP Investment Return. This means that the number of SIP Units you will accrue for each Pension Credit can change from year to year even if you work the same amount of hours with the same Contribution rate.

   c. Calculating the Annual Adjustment to the SIP Unit Value.

   The formula used to determine the SIP Unit Value is as follows:

$$\text{SIP Unit Value As of last day of prior Plan Year (March 31)} \times \frac{1 + \text{SIP Investment Return* for the Reference Fiscal Year}}{1 + \text{Hurdle Rate**}}$$

*SIP Investment Return (see Section 15(EE))	=	Generally, the Pension Fund's net rate of return on its investment of the assets it will use to pay SIP Benefits
**Hurdle Rate (see Section 15(P))	=	4.50%

EXAMPLE: *Assume the SIP Investment Return for the fiscal year ending April 30, 2021, is 7.50%. When the SIP Unit Value is adjusted for the first time on April 1, 2022, the adjusted SIP Unit Value would be calculated as follows:*

$$\underset{\text{SIP Unit Value as of March 31, 2022}}{\$10.0000} \times \frac{1 + 0.0750 \text{ (7.50\% SIP Investment Return)}}{1 + 0.0450 \text{ (4.50\% Hurdle Rate)}} = \underset{\text{SIP Unit Value as of April 1, 2022}}{\$10.2870}$$

(1.0750/1.0450 = 1.0287)

See Appendix C ("Example of Retiree's SIP Benefit Payments") for a more detailed example that illustrates how the Pension Fund's investment returns can affect the payment amount for your SIP Benefits. See Appendix D ("Historical SIP Information") for more detail on the Pension Fund's SIP Investment Return and the resulting SIP Unit Values.

   d. Limitations on the Annual Adjustment to SIP Unit Value.

   (1) *6.5% Cap on Annual Percentage Increase.* The percentage increase for a single Plan Year to the SIP Unit Value is capped at 6.5%. Applying the formula described in Section 15(HH) ("SIP Unit Value"), this means that the SIP Investment Return must be 11.29% or more in

the Reference Fiscal Year for this 6.5% cap to apply to the annual adjustment of the SIP Unit Value. For example, if the SIP Investment Return is 15% in the Reference Fiscal Year, the SIP Unit Value would otherwise be increased by 10.05% (1.15/1.045) if not for the 6.5% cap on the annual percentage increase to the SIP Unit Value.

(2) *No Limit on Annual Percentage Decrease.* There is no limitation on the percentage decrease for a single Plan Year to the SIP Unit Value.

D. Earning Pension Credits.

"Pension Credits" means the units earned by you and used to determine the amount of pension benefits due to you if you reach Vested Status. The manner in which Pension Credits are calculated is described below:

1. Pension Credit Rules On or After April 1, 2011.

After May 1, 2011, Participants working in Plan Credit Years on or after April 1, 2011, who perform at least 180 Hours of Work will receive 0.1 Pension Credits for each 180 Hours of Work performed, with 1.0 Pension Credit for 1,800 hours, and no maximum on the amount of Pension Credits earned within a Plan Credit Year.

2. Pension Credit Rules Prior to April 1, 2011.

The table below shows the number of Hours of Work that were needed to accrue a specific number of Pension Credits on or after January 1, 1960, and before April 1, 2011.

Effective Date	Minimum Hours	But Hours less than	Credit	Comments
1/1/1960	600	750	0.4	Minimum – 0.4 Pension Credits Maximum – 1.0 Pension Credits
1/1/1960	750	900	0.5	
1/1/1960	900	1050	0.6	
1/1/1960	1050	1200	0.7	
1/1/1960	1200	1350	0.8	
1/1/1960	1350	1500	0.9	
1/1/1960	1500	2000	1.0	
4/1/1994	2000	2400	1.1	Maximum increased to 1.2 Pension Credits
4/1/1994	2400		1.2	
4/1/2010	180	360	0.1	Minimum decreased to 0.1 Pension Credits
4/1/2010	360	540	0.2	
4/1/2010	540	600	0.3	
4/1/2010	600	750	0.4	
4/1/2010	750	900	0.5	
4/1/2010	900	1050	0.6	
4/1/2010	1050	1200	0.7	

Effective Date	Minimum Hours	But Hours less than	Credit	Comments
4/1/2010	1200	1350	0.8	Minimum decreased to 0.1 Pension Credits
4/1/2010	1350	1500	0.9	
4/1/2010	1500	2000	1.0	
4/1/2010	2000	2400	1.1	
4/1/2010	2400		1.2	
4/1/2011	180	360	0.1	Pension Credit maximum per fiscal year removed From this date forward, 0.1 Pension Credits per 180 Hours of Work
4/1/2011	360	540	0.2	
4/1/2011	540	720	0.3	
4/1/2011	720	900	0.4	
4/1/2011	900	1080	0.5	
4/1/2011	1080	1260	0.6	
4/1/2011	1260	1440	0.7	
4/1/2011	1440	1620	0.8	
4/1/2011	1620	1800	0.9	
4/1/2011	1800	1980	1.0	
4/1/2011	1980	2160	1.1	
4/1/2011	2160	2340	1.2	
4/1/2011	2340	2520	1.3	
4/1/2011	2520	2700	1.4	
4/1/2011	2700	2880	1.5	
4/1/2011	2880	3060	1.6	
4/1/2011	3060	3240	1.7	
4/1/2011	3240	3420	1.8	
4/1/2011	3420	3600	1.9	
4/1/2011	3600	3780	2.0	
4/1/2011	3780	3960	2.1	
4/1/2011	3960	4140	2.2	
4/1/2011	4140	4320	2.3	
4/1/2011	4320	4500	2.4	
4/1/2011	4500	4680	2.5	
4/1/2011	4680	4860	2.6	
4/1/2011	4860	5040	2.7	
4/1/2011	5040	5220	2.8	
4/1/2011	5220	5400	2.9	
4/1/2011	5400	5580	3.0	
4/1/2011	5580	5760	3.1	
4/1/2011	5760	5940	3.2	
4/1/2011	5940	6120	3.3	
4/1/2011	6120	6300	3.4	
4/1/2011	6300		3.5	

3. Maximum Pension Credits.

For certain years the Fund had rules limiting the number of Pension Credits you were allowed to accrue in a single Plan Year. See prior restatements of the Plan Document for details regarding those rules.

Effective May 1, 2007, there is no limit to the maximum number of Pension Credits that you can accrue, whether from Past Service Credit or Future Service Credit.

EXAMPLE. Joe worked from 1990 to 2018. He earned one Pension Credit every year from 1990 to 2013. In years 2014, 2015, 2016, 2017, and 2018, he earned 1.2 Pension Credits. Joe will have 23 Pension Credits from 1990 to 2013 and would have accrued six Pension Credits from 2014 to 2018 (1.2 credits per year for 5 years). The value of his pension will be determined by his specific Local Union's contribution rate.

4. Pension Credits for a Period of Work-Related Disability.

a. If you Retire on or after January 1, 1987, you will receive Pension Credit for certain non-work periods after April 1, 1979. If you receive payment for loss of wages for a period of temporary total disability from Covered Employment pursuant to the applicable state workers' compensation statute, you will be credited at the rate of 15 hours per week for each week you were awarded wage loss benefits, up to a maximum of 0.5 Pension Credits in any Plan Credit Year.

b. Effective with the Plan Credit Years beginning April 1, 2011, the Hours of Work allocated to you if you are awarded wage loss benefits for temporary total disability will be 18 hours per week for each week you are awarded wage loss benefits. If you are awarded wage loss benefits for temporary partial disability benefits, you will be awarded nine Hours of Work per week for each week you are awarded wage loss benefits.

c. There is a lifetime maximum of 1.0 Pension Credit for periods of work-related disability.

d. For Retirements on or after July 1, 2003, if you have multiple periods of wage loss awards under the applicable state workers' compensation statute for a total disability, you will receive the credit available for the period of total disability.

e. Proof of the wage loss award must be submitted to the Trustees. The Trustees' decision as to whether you are eligible to receive any Pension Credit for periods of disability due to a work-related injury is final and binding and made at the sole discretion of the Trustees.

5. Military Service.

Pension Credits and years of Vesting Service may be granted to you for time spent in the U.S. armed forces in accordance with the Uniformed Service Employment and Reemployment Rights Act of 1994 ("**USERRA**"). To qualify, you must have been actively engaged in Covered Employment immediately prior to entering qualified military service and timely re-apply for work in Covered Employment after your separation from military service. Whether you timely re-applied for work in Covered Employment depends on the number of days you served in qualified military service.

In order to be granted Pension Credits or Vesting Service related to military service, you must be engaged in "qualified military service" as defined in Code § 414(u).

SECTION 4. Leaving Work

If your employment is interrupted before you achieve Vested Status, you may lose your accumulated Vesting Service and Pension Credits. Once you reach Vested Status, you will not lose your accumulated Vesting Service or Pension Credits. Certain interruptions may not result in a "Break in Service." Some Breaks in Service do not result in a loss of Vesting Service and Pension Credits, but do impact how your benefits are calculated.

A. Breaks in Service Rules.

There are two types of Breaks in Service: a "One-Year Break in Service" and a "Permanent Break in Service."

1. One-Year Break in Service.

If you have not achieved Vested Status, you have a One-Year Break in Service in any Plan Credit Year after March 31, 1976, in which you fail to complete 435 Hours of Work in Covered Employment.

2. Permanent Break In Service.

If you have not achieved Vested Status, you will have a Permanent Break in Service if you have five consecutive One-Year Breaks in Service with no years of Vesting Service in between to break the series. If in between those One-Year Breaks in Service you have a year with not less than 435 hours, but not greater than 870 Hours of Work, that year does not meet the definition of a One-Year Break in Service. It neither adds to nor breaks the count of successive One-Year Breaks in Service.

You may be granted an extension of the break periods if, during the Contribution Period, you fail to earn any Pension Credit due to your acceptance of employment as a governmental or maintenance employee. In order to qualify for this extension, you must be:

a. A journeyman or apprentice plumbing or pipefitting worker who is a member of the Union;

b. Employed by a governmental agency or body or a firm or company which is not engaged in business as a contractor in the Pipe Trades Industry; and

c. Not working with the tools of the trade.

If you meet this criteria, you will be granted a grace period for the length of such employment, provided that you submitted a written application to the Fund Office before the end of the applicable break period and the Trustees approve your application. You will not qualify for an extension if you are self-employed.

3. Effect of a Permanent Break in Service.

If you have a Permanent Break in Service before you achieve Vested Status, your previous Pension Credits and years of Vesting Service are disregarded for purposes of determining your Vested Status and number of Pension Credits. Your participation is also terminated.

> **EXAMPLE.** Joe worked for one year in Covered Employment and earned one year of Vesting Service and one Pension Credit. He left his Employer to work in another field for five years. Joe then returned to Covered Employment. Because Joe had five consecutive One-Year Breaks in Service before he achieved Vested Status, he has a Permanent Break in Service and will lose his one year of Vesting Service and one Pension Credit that he earned before the break.

B. Exceptions to Break in Service Rules.

Certain non-work periods may be considered as grace periods to avoid a Break in Service.

1. Family and Medical Leave Act ("FMLA").

Any leave granted under the FMLA, for up to 12 weeks, will not be counted toward a Break in Service for the purposes of determining eligibility, Vesting Service, or Pension Credits.

2. Military Leave.

Time spent in qualified military service will be considered to determine if there has been a Break in Service. See Subsection 3(D)(5) ("Military Service") for additional information.

SECTION 5. Getting Married or Divorced

A. Marriage Before Retirement.

If you get married before you Retire, a "Qualified Spouse" becomes your Beneficiary for any Fund benefits you have earned. In order to be considered your Spouse, the marriage must be recognized by the state or territory of the United States in which the marriage was entered into, regardless of where you and your Spouse live. In order to be considered a Qualified Spouse, your Spouse must have been married to you for at least a one year period ending on the earlier of your Annuity Starting Date or the date of your Death.

If you die before your Retirement Date, benefits may be available to your Spouse. See Section 11 ("In the Event of Death") for additional information.

B. Marriage After Retirement.

Your pension benefit is not affected if you get married after you have begun to receive a pension benefit because once you begin to receive a pension benefit, you cannot change the form of payment you are receiving. However, your new Spouse may be your Beneficiary and entitled to any Death Benefit if your benefits are not otherwise payable as a Joint and Survivor Annuity. See Section 11(C)(2) ("Post-Retirement Death Benefit") for additional information.

C. Divorce.

If you divorce (whether before or after Retirement), your former Spouse may be entitled to receive a portion of your pension benefit in accordance with the terms of a Qualified Domestic Relations Order ("**QDRO**"). If you divorce, you must contact the Fund Office to ensure your benefits are paid properly. Participants and Beneficiaries can obtain, without charge, a copy of the procedures governing QDRO determinations from the Fund Office.

A QDRO may affect the amount of pension benefit you will receive or are receiving. If you have questions about QDROs, please contact the Fund Office.

Upon your divorce, your former Spouse will no longer be your Beneficiary unless:

- You subsequently designate your former Spouse as your Beneficiary in the manner described in Section 11(F) ("Standard Beneficiary Designation and Affirmative Designation of Beneficiary"); or
- A QDRO provides that your former Spouse is treated as your Beneficiary.

SECTION 6. Planning for Retirement

Preparing for your Retirement takes planning. Regardless of your retirement plans, you will want to be financially comfortable. To maintain your current standard of living during Retirement, experts say you may need between 70% and 80% of your pre-Retirement income if you have no debt and do not plan on engaging in extensive travel or expensive hobbies.

EXAMPLE. Kate plans to retire soon and currently earns $80,000 a year. According to experts, she will need about $56,000 to $64,000 a year (70% to 80% of $80,000) to maintain her current lifestyle after she retires.

Additional questions to consider when planning for Retirement include:

- Will you be responsible for paying for your child's education?
- Do you plan to travel?
- Will your home be paid for?
- Will your household expenses be lower (i.e. children living on their own, smaller home, etc.)?
- Will you be responsible for the care of your parents or your Spouse's parents?
- Will you have sufficient health insurance to cover your entire medical and prescription drug expenses?
- When do you plan to begin your Social Security benefit and how much will it be?
- Will your hobbies increase your expenses?

Retirement income generally comes from three sources: (i) Social Security; (ii) personal savings; and (iii) pension benefits. Understanding how all three of these sources work can help you plan for a financially secure Retirement. Your personal savings supplement the amounts you will receive from Social Security and the Fund at Retirement. Any benefits you are eligible to receive through other retirement plans, such as the Pipe Trades Services MN Pension Supplement Fund (the "Pension Supplement Fund"), will also supplement the benefits you receive from Social Security and this Fund.

A. <u>Your Social Security Benefit</u>.

There are a few facts about Social Security benefits that you should keep in mind:

1. Social Security benefits will not change your pension benefits. Your pension benefit from the Fund, and any other plans from which you may receive a pension benefit, are in addition to any benefits you or your Spouse may receive from Social Security.
2. Social Security benefits are not usually enough for an individual to reach the 70% and 80% of pre-Retirement income that is recommended by experts. Reaching the 70% to 80% income replacement levels will require help from your pension benefits and personal savings.
3. The government has gradually increased the Social Security full retirement age for people born after 1937. "Full retirement age" is the age at which you can collect full retirement benefits from Social Security without any reduction for early retirement. For example, if you were born in 1960 or later, full retirement benefits will be payable to you at age 67 – not age 65. If you are planning to Retire before your Social Security full retirement age, you will receive a reduced Social Security benefit. Retirement benefits from Social Security are not payable before age 62.

B. Social Security – Full Retirement Age.

The chart below can be used to determine the age at which you have reached your full retirement age for purposes of determining your Social Security benefits.

Year of Birth	**Full Retirement Age**
1937 or earlier	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

To receive an estimate of your Social Security benefits, contact the Social Security Administration at www.ssa.gov.

SECTION 7. Applying for Benefits and Appeals

A. Your Pension Benefit.

There are three things that need to happen before you are eligible to start your pension benefit:

1. You must apply for your benefits;
2. The Trustees must approve your application; and
3. You need to stop working in Covered Employment.

B. Submitting an Application.

You can get a pension application by writing, calling, or visiting the Fund Office. You are encouraged to call the Fund Office for an appointment. If you need help filling out your pension application or have questions, the staff at the Fund Office can assist you.

You must file a completed and signed application form and provide all required documentation to the Fund Office before you want your pension benefits to begin. Your Spouse or Beneficiary must apply for any available benefits in the event of your death.

C. Action of Trustees.

The Trustees will, subject to the requirements of the law, be the sole judges of the standard of proof required in any case in the application and interpretation of the Fund. The decisions of the Trustees will be final and binding on all parties. The Trustees retain the absolute discretion to interpret the provisions of the Fund, and it is intended that the Trustees be given deference in their interpretations. The Trustees will execute such powers in a uniform and nondiscriminatory manner.

All questions or controversies of any nature arising in any manner or between any parties or persons in connection with the Fund or its operation will be submitted to the Trustees for decision. In the event your claim for benefits is denied in whole or in part, no lawsuit or other action against the Pension Trust, the Fund or the Trustees may be filed until the matter has been submitted for review under the Fund's review procedures, as required by ERISA. The decision on review will be binding upon all persons dealing with the Fund or claiming any benefit hereunder.

D. Claims and Appeals.

1. Overview.

The Board of Trustees is the Plan Administrator and responsible for making eligibility and benefit determinations under the Fund. The Fund Office acts on behalf of the Trustees when making initial eligibility and benefit determinations. Contact the Fund Office at (651) 645-4540 with questions about your benefits under the Fund.

2. Authorized Representatives.

You may authorize another individual to act on your behalf regarding your benefit claim and appeal. To designate an authorized representative, you must complete the required forms, which are available by contacting the Fund Office.

3. Claim Response.

The Trustees will direct the Fund Office to review your application for benefits within 45 days of the receipt of your completed benefit application. If additional time is required to determine your claim for benefit, you will receive a notice advising that the Fund is extending the period of time to decide the claim.

a. Timing of Response for Non-Disability-Related Claims.

The Fund may extend the period of time for up to an additional 45 days. Before the end of the initial 45-day period (or the 45-day extension period), the Fund will either send you a written decision on the claim or provide notice that it is extending the period for an additional 90 days. If an extension is necessary, the notice will explain:

- The circumstances requiring a delay; and
- The date that the Fund Office expects to make its decision.

If an extension is necessary due to your failure to submit the necessary information, the Fund Office's timeframe for making a benefit determination is tolled from the date the Fund Office sends you the extension notification until the date you respond to the request for additional information.

b. Timing of Response for Disability-Related Claims.

If special circumstances require an extension of time to process your claim for Disability Benefits, the 45-day period may be extended for up to two 30-day periods. If an extension is necessary, the Fund Office will notify you before the initial 45-day period is over and tell you the date that the Fund Office expects to make its decision, which can be up to 30 days from the date of the original deadline. If a second extension is needed, the Fund Office will notify you before the end of the first 30-day extension period and tell you the date that it expects to make its decision. For any extension, you will receive a notice that:

- Explains the standards on which entitlement to a benefit is based;
- Identifies the unresolved issues that prevent a decision on the claim; and
- Identifies the additional information needed to resolve those issues.

You will have at least 45 days to provide any specified information.

If the Fund Office does not respond to your claim within 45 days, you should treat your claim as being denied and submit a written appeal.

4. Claim Denial Notices.

a. If your claim is denied, in whole or in part, the Fund Office will notify you in writing. The claim denial notice will include:

- The specific reason or reasons why your claim is denied;
- A reference to the specific Fund provisions and any other information on which the denial is based;
- A description of any additional material or information that is needed, and an explanation of why it is needed;
- A description of the Fund's appeal procedures and deadlines applicable to these procedures; and
- A statement of your right to bring a civil action under ERISA § 502(a) following an adverse benefit determination on appeal.

b. If your claim for disability-related benefits is denied, the notice will also include:

- A discussion of the decision that includes the basis for disagreeing with or not following:
  - o The views presented by your health care professionals treating you and vocational professionals who evaluated you;
  - o The views of medical or vocational experts whose advice was obtained on the Fund's behalf, regardless of whether the advices was relied on in making the benefit denial; and
  - o A disability determination made by the Social Security Administration, if presented to the Fund.
- If the decision was based on medical necessity or experimental treatment (or a similar exclusion or limit), either:
  - o An explanation of the scientific or clinical judgment for the denial, applying the Fund's terms to your medical circumstances; or
  - o A statement that this explanation will be provided free of charge upon request.
- Either the specific internal rules, guidelines, protocols, standards, or other similar criteria relied on in making the denial, or notice that such rules, guidelines, protocols, standards, or other similar criteria of the Fund do not exist; and
- Notice that you are entitled to receive (on request and free of charge) reasonable access to and copies of, all documents, records, and other information relevant to your claim.

5. Filing a Claim Appeal.

You have 180 days following receipt of a denial notice to submit an appeal. The appeal should include any written comments, documents, records, or other information relating to your claim.

A review of your appeal may be conducted by the Trustees, or by a person or committee designated by the Trustees, after which a recommended decision will be given to the Trustees. The review of your appeal will take into account all comments, documents, records, and other information you submit relating to the claim, regardless of whether the information was submitted or considered in the initial benefit determination.

6. Appeal Response.

a. Timing of Response.

The Trustees will decide your appeal no later than the date of the Trustees' next regular meeting immediately following the date on which the request for review was received, unless the request is received less than 30 days prior to the meeting, in which case the Trustees may make their decision by the second regularly-scheduled meeting following the completed submission of your appeal.

If special circumstances exist requiring additional time to make the determination, then the determination will be made not later than the third meeting following the completed submission of your appeal. You will be notified in writing prior to the commencement of this extension, describing the special circumstances requiring a delay and the date as of which the Trustees expect to make a decision.

If an extension is necessary due to your failure to submit necessary information, the Trustees' time frame for making a benefit determination on review is tolled from the date the Trustees send you the extension notification until the date you respond to the request for additional information.

b. Additional Appeals Review Procedures for Disability Benefits.

On appeal, the review will consider all submitted information, regardless of whether the information was submitted or consulted in the initial decision. The review will not provide deference to the initial decision. The appeal will be reviewed by the Trustees and not the person who made the initial decision or the subordinate of that person.

For claims involving medical judgment, the Trustees will consult with a health care professional who:

- Has appropriate training and experience in the area of medicine involved;
- Was not consulted during the initial denial; and
- Is not a subordinate of the person who made the initial denial.

The Fund will identify the medical or other experts who were consulted when making the benefit determination regardless of whether the expert's advice was relied on in making the determination.

Before a benefit denial is issued on appeal, if the denial is issued based on a new or additional rationale, you will be provided, free of charge, with the rationale. You will be provided with the rationale as soon as possible and sufficiently in advance of the date on the appeal denial notice is due, so that you have a reasonable opportunity to respond.

7. Appeal Denial Notices.

a. The Trustees' decision on your appeal will be communicated to you within five days of the meeting at which the decision was made. If your appeal is denied, the Trustees will notify you in writing. The appeal denial notice will include:

- The specific reason or reasons why your appeal is denied;
- A reference to the specific Fund provisions and any other information on which the denial is based;
- Notice that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; and
- Notice of your right to bring an action under ERISA § 502(a).

b. If your appeal for disability-related benefits is denied, the notice will also include:

- A discussion of the decision that includes the basis for disagreeing with or not following:
  - The views presented by your health care professionals treating you and vocational professionals who evaluated you;
  - The views of medical or vocational experts whose advice was obtained on the Fund's behalf in connection with your benefit denial, regardless of whether the advice was relied on in making the benefit denial; and
  - A disability determination made by the Social Security Administration regarding you, if presented to the Fund.
- If the decision was based on medical necessity or experimental treatment (or a similar exclusion or limit), either:
  - An explanation of the scientific or clinical judgment for the denial, applying the Fund's terms to the claimant's medical circumstances; or
  - A statement that this explanation will be provided free of charge upon request.

- Either the specific internal rules, guidelines, protocols, standards, or other similar criteria of the Fund relied on in making the denial, or notice that such rules, guidelines, protocols, standards, or other similar criteria of the Fund do not exist.

8. Claim and Appeal Decisions.

The Board of Trustees has the sole discretion in making decisions with respect to any claim, question, or controversy of any nature arising in any manner between any parties or persons in connection with the Fund or its operation. The Trustees' decisions are final and binding, subject to the right to appeal to the Trustees and unless found by a court to be arbitrary and capricious. Similarly, the decision of the Board of Trustees with respect to an appeal of a denied claim is final and binding unless the decision is determined by a court to be arbitrary and capricious.

You must comply with the Fund's claims procedures in order to bring an action in court. Generally, you must exhaust your internal administrative appeal rights before suing.

All disputes, grievances, or claims against the Fund or Trustees must be filed within one year of the date you were provided notice of the final determination or action which is the subject of your claim.

Any claim that you have relating to or arising under Fund may only be brought in the U.S. District Court for the District of Minnesota. No other court is a proper venue for your claim. The U.S. District Court for the District of Minnesota will have jurisdiction over you and any other Participant or Beneficiary named in the action.

You and the Fund may alternatively agree to arbitrate a claim. If you and the Fund agree to arbitrate a dispute, the terms and provisions for the arbitration process, including the selection of an arbitrator, will be set forth in the arbitration agreement. The costs of arbitration will be shared equally by the parties.

E. Commencement of Benefits.

1. Benefit Payments, Generally.

In general, payment of benefits (excluding Disability Pensions) will begin no later than 60 days after:

- The date you filed a claim for benefits;
- The end of the Plan Year in which you attained Normal Retirement Age; or
- The end of the Plan Year in which you Retired.

2. Death Benefits.

Any benefits payable upon your death will begin as described in Section 11(E) ("Payment of Death Benefits").

3. Required Minimum Distributions.

The Fund will commence monthly benefit payments to a Participant or Beneficiary who:

- Has attained his or her Applicable Age;
- Is eligible to receive benefits; and
- Has not commenced receiving benefits, no later than April 1 of the calendar year following the calendar year in which the Participant attains his or her Applicable Age.

Notwithstanding anything to the contrary, the Fund will apply the minimum distribution requirements of Code § 401(a)(9) and its applicable regulations.

F. Benefit Payment to an Incompetent or Incapacitated Pensioner or Beneficiary.

If a Pensioner or Beneficiary is determined by the appropriate court to be incompetent or incapacitated, and such court directs payments to a legally appointed guardian, conservator, or other legal representative, the Trustees may direct payments in accordance with the court's order.

G. Your Current Address.

The Fund Office must have your current address on file at all times and you should promptly notify the Fund Office if your address changes. This will help ensure that you receive important correspondence and your pension payments on time. You are also encouraged to provide your current email address and phone number to the Fund Office.

SECTION 8. Receiving a Pension

A. Types of Pensions.

There are three types of pensions available under the Fund:

- Regular Pension;
- Early Retirement Pension; and
- Disability Pension.

If you are eligible for more than one type of pension from the Fund, you will receive the pension that provides you with the greatest benefit. You may receive only one type of pension from the Fund at any given time (excluding a Disability Pension in certain instances), even if you have accrued benefits before and after April 1, 2020.

B. Participants Accruing Legacy Benefits and SIP Benefits.

If you accrue both Legacy Benefits and SIP Benefits, the formula for determining your pension is the sum of:

- The monthly annuity payable for your Legacy Benefits; and
- The monthly annuity payable for your SIP Benefits.

Monthly payments for Legacy Benefits and SIP Benefits may be made by the Fund by issuing separate payments.

C. Regular Pension.

You are entitled to a Regular Pension if:

- You have attained your Normal Retirement Age (generally age 62, see Section 15(R) ("Normal Retirement Age") for more information); and
- You have achieved Vested Status.

D. Amount of a Regular Pension.

1. **Regular Pension for Legacy Benefits.** The amount of your Regular Pension for any Legacy Benefits that you have accrued is generally calculated by multiplying the number of Pension Credits you have accrued by the value of the Pension Credits as established by the Trustees for the year the Pension Credits were earned and totaling each year for the sum of the benefit amount. A chart summarizing the value of Pension Credits under the Legacy Plan for Journeymen can be found in Appendix A ("Pension Contribution and Benefit Rates Summary") to this SPD. You should contact the Fund Office to obtain information about the rates applicable to you and your benefits.

2. **Regular Pension for SIP Benefits.** The amount of your Regular Pension benefits you have accrued on or after April 1, 2020, is equal to your SIP Benefit (as defined in Section 15(DD)).

   a. Amount of SIP Benefits Changes with Investment Returns.

   The payment amount of your SIP Benefits will change as the SIP Unit Value is adjusted annually based on investment returns as described in Subsection 3(C)(2) ("Valuing SIP Units").

b. Historical Payments Used to Maintain SIP Benefits.

In prior years, the Trustees have exercised their sole and absolute discretion to authorize benefit improvements for Retirees whose SIP Benefits decreased as a result of the annual adjustment to the SIP Unit Value. These "**SIP Retiree Payments**" previously paid to Retirees were calculated as the difference between: (i) the amount of SIP Benefits then payable, and (ii) the highest amount of SIP Benefits payable as of any other date. These SIP Retiree Payments approved by the Trustees were only temporary and were made in addition to Retirees' accrued SIP Benefits. Further, the Trustees may, but are under no future obligation or requirement to authorize SIP Retiree Payments or any other gratuitous benefit improvement if the value of your SIP Benefits decreases.

See Appendix C ("Example of Retiree's SIP Benefit Payments") for a more detailed example of how the payment amount of your SIP Benefits will be determined when you retire.

E. Determining the Amount of Your SIP Benefit Payments.

Once you retire, your benefit payments for the SIP Benefits that you have accrued may continue to change in value if there is a change in your SIP Unit Value. Generally, if the SIP Investment Return exceeds the Hurdle Rate (4.50%), your benefit payments will increase and if the SIP Investment Return is below the Hurdle Rate, your benefit payments may decrease.

See Appendix C ("Example of Retiree's SIP Benefit Payments") for an example of how the value your SIP Benefits can change from year to year. See Appendix D ("Historical SIP Information") to review the Pension Fund's SIP Unit Values and SIP Investment Returns.

F. Early Retirement Pension.

You are entitled to an Early Retirement Pension if:

- You have attained age 55;
- You have accrued at least five Pension Credits; and
- You have achieved Vested Status.

G. Amount of an Early Retirement Pension.

1. Early Retirement Pension for Legacy Benefits.

The amount of your Early Retirement Pension for your Legacy Benefits is calculated like your Regular Pension for your Legacy Benefits (described above in "Regular Pension for Legacy Benefits") but may be subject to a reduction. The amount of the reduction will depend on when you became a Participant in the Fund, the number of Pension Credits you have accrued, and how many months prior to your eligibility for unreduced benefits you commence your Early Retirement Pension. Generally, your Early Retirement Pension for your Legacy Benefits will be calculated as if you were receiving a Regular Pension and then reduced by 0.25% for each month you begin receiving benefits before your Unreduced Retirement Age. Your Unreduced Retirement Age is generally age 60 (see Section 15(MM) ("Unreduced Retirement Age") for more information).

2. Early Retirement Pension for SIP Benefits.

The amount of your Early Retirement Pension for your SIP Benefits is calculated like your Regular Pension for your SIP Benefits (described above in "Regular Pension for SIP Benefits") but may be subject to a reduction. The amount of the reduction will depend on when you became a

Participant in the Fund, the number of Pension Credits you have accrued, and your age when you begin receiving benefits.

If you attain 25 Pension Credits at the time of your retirement, your Early Retirement Pension for your SIP Benefits will be calculated as if you were receiving a Regular Pension and then reduced by 0.25% for each month you begin receiving benefits before your Unreduced Retirement Age. Your Unreduced Retirement Age is generally age 60 (see Section 15(MM) ("Unreduced Retirement Age") for more information).

Otherwise, if you fail to reach 25 Pension Credits at the time of retirement, your Early Retirement Pension for your SIP Benefits will be calculated as if you were receiving a Regular Pension and then reduced as follows:

Age	**Reduction Factor for Early Retirement Pension for SIP Benefits if Less Than 25 Pension Credits**
55	0.7118
56	0.7597
57	0.8120
58	0.8690
59	0.9315
60	1.0000

H. Disability Pension.

1. Eligibility for Disability Pension.

You are eligible for a Disability Pension if you meet the following requirements:

- You have become "Permanently and Totally Disabled" (as defined in the next paragraph);
- You have achieved Vested Status;
- You have accrued three Pension Credits;
- You have worked in Covered Employment in the Plan Credit Year in which you become Permanently and Totally Disabled or the previous Plan Credit Year.

2. Disability Determinations.

You will be deemed "Permanently and Totally Disabled" only if the Trustees, in their sole and absolute discretion, find that:

- You have been totally disabled by bodily injury or a physical or mental condition and your disability prevents you from engaging in work in any job classification specified in the Collective Bargaining Agreement in effect between the Union and the Employer; and
- Your disability will be permanent and continuous for the remainder of your life.

The Trustees may consider a Social Security disability award if you have one, in evaluating your eligibility for a Disability Pension. A Social Security disability award is not binding as a determination of Permanent and Total Disability.

Each year you must submit a written affirmation of your disability in a form required by the Trustees.

Please be aware that if you apply for a Disability Pension, you may be required to submit to:

- An examination by a physician or physicians and employment experts designated by the Trustees; and
- Re-examination periodically as the Trustees may direct.
- The Fund will pay the cost of all such examinations.

3. Amount of Disability Pension and Annuity Starting Date.

The amount of a Disability Pension is calculated the same as a Regular Pension. The Annuity Starting Date for a Disability Pension may be retroactive for up to three months before the date of the completed application or to the onset of the Permanent and Total Disability, whichever is closer in time to the date of your application. The Trustees will determine the date of your Permanent and Total Disability. If the form of benefit is a Qualified Joint and Survivor Annuity, the amount is calculated as set forth in Section 9(D) (“Qualified Joint and Survivor Annuity”).

4. Cessation of Disability Pension.

If you Retired with a Disability Pension and you subsequently cease to be Permanently and Totally Disabled, you may:

- Return to Covered Employment and thereby resume accruing Pension Credits; or
- Apply for an Early Retirement Pension, provided you fulfill the requirements for an Early Retirement Pension. Under such circumstances, the amount of your Early Retirement Pension will be based on your age at the time you apply for an Early Retirement Pension, less an actuarial reduction for payments previously received.

5. Conversion to Regular Pension.

If you remain Permanently and Totally Disabled and entitled to a Disability Pension, when you reach Normal Retirement Age, the Disability Pension is automatically converted to a Regular Pension. If you have already converted your pension to an Early Retirement Pension, your Disability Pension will not convert to a Regular Pension.

I. Late Retirements.

If your Annuity Starting Date is after your Normal Retirement Age, your benefits will be actuarially increased for each complete calendar month between Normal Retirement Age and the Annuity Starting Date that you are not working in Disqualifying Employment as described in Subsection 10(C)(2) (“Disqualifying Employment After Normal Retirement Age”). If you are entitled to an actuarial adjustment and you have both Legacy Benefits and SIP Benefits, the actuarial adjustment to each type of benefit will be separately calculated.

- The actuarial increase for Legacy Benefits is 1% per month for the first 60 months after Normal Retirement Age and 1.5% per month for each month thereafter.
- The actuarial increase for SIP Benefits is based on Actuarial Equivalent factors provided in Subsection 15(A)(5) (“Actuarial Equivalence for SIP Benefits”)

If you become entitled to additional benefits after Normal Retirement Age for any reason, the actuarial increase in those benefits will start from the date the additional benefits would have first been paid rather than at Normal Retirement Age. Your pension is not due and payable for any month in which you are engaged in Disqualifying Employment until you reach age 70 ½. The Fund Office may request additional information from you to determine whether you are entitled to an actuarial adjustment of your pension benefits.

SECTION 9. Choosing A Benefit Option

A. Optional Forms of Benefits.

There are three optional forms of benefits: Single Life Annuity, Level Income Option, and Qualified Joint and Survivor Annuity. There are three different options for a Qualified Joint and Survivor Annuity (the 50% option, the 75% option, and the 100% option). Your election of a form of benefit is irrevocable and applies to any additional accruals after your benefit has commenced. When you Retire, the Trustees will advise you of the effect of the available benefit options by comparing the Single Life Annuity, the 50% Qualified Joint and Survivor Annuity (i.e., the 50% Joint and Survivor Pension), the Qualified Optional Survivor Annuity (i.e., the 75% Joint and Survivor Pension), and the 100% Joint and Survivor Pension..

If you have accrued Legacy Benefits and SIP Benefits when you retire, you may only elect one optional form of benefit that applies to both. For example, a retiring Participant cannot elect to receive Legacy Benefits in the form of a 50% Joint and Survivor Pension and receive SIP Benefits in the form of a 100% Joint and Survivor Pension.

B. Single Life Annuity.

The normal form of benefit for an unmarried Participant is a Single Life Annuity. A Single Life Annuity is payable to you for your lifetime. Your pension payments will stop when you die. If you die, your Beneficiary may be entitled to a Death Benefit. See Section 11(C)(2) ("Post-Retirement Death Benefit") for additional information. If you have a Qualified Spouse when you Retire, this benefit option is available only if you and your Qualified Spouse properly waive the Qualified Joint and Survivor Annuity, unless it has been established, to the satisfaction of the Trustees in their discretion, that there is no Spouse or the Spouse cannot be located or if extenuating reasons exist. A proper waiver must:

- Be in writing;
- Include your Spouse's acknowledgment of the effect of the waiver;
- Be witnessed by a designated Fund representative or a Notary Public; and
- Be executed within 90 days of the Annuity Starting Date and no later than 30 days before the Annuity Starting Date.

You and your Qualified Spouse can revoke a proper waiver if your revocation is in writing and signed by you and your Spouse within the 90-day period prior to the Annuity Starting Date.

C. Level Income Option.

If you retire on an Early Retirement Pension, you may elect to have your pension increased until age 62 or age 65 according to the age at which you expect to receive your Social Security benefit and reduced thereafter in order to approximate a pension before Social Security benefit payments begin as nearly equal as possible to your combined retirement income from this Fund and Social Security after that age. The adjustment in amount shall be made on the basis of Actuarial Equivalence in accordance with Table 3 of the Plan Document. The Level Income Option is only available for Legacy Benefits and only if you elect a Single Life Annuity. If you have a Qualified Spouse when you Retire, this benefit option is available only if you and your Qualified Spouse properly waive the Qualified Joint and Survivor Annuity, unless it has been established, to the satisfaction of the Trustees in their discretion, that there is no Spouse or the Spouse cannot be located or if extenuating reasons exist. See Section 9(B) ("Single Life Annuity") for additional information how to properly waive a Qualified Joint and Survivor Annuity and how to revoke a proper waiver.

You may not elect the Level Income Option for the payment of any SIP Benefits.

D. Qualified Joint and Survivor Annuity.

The normal form of benefit for a married Participant is a 50% Qualified Joint and Survivor Annuity (i.e., the 50% Joint and Survivor Pension). A Qualified Joint and Survivor Annuity pays a benefit to you for your lifetime. When you die, benefits will continue being paid to your Qualified Spouse, if living, until his or her death. Payment of the 50% Qualified Joint and Survivor Annuity will commence immediately upon satisfaction of the applicable eligibility requirements described in Section 8 ("Receiving a Pension") and the application requirement described in Section 7(B) ("Submitting an Application").

Alternatively, married Participants may elect the "Qualified Optional Survivor Annuity" as defined under Code § 417(g) (i.e., the 75% Joint and Survivor Pension), or the 100% Joint and Survivor Pension. The 75% Joint and Survivor Pension and the 100% Joint and Survivor Pension are paid on the same basis, at the same time, and in the same manner as the 50% Qualified Joint and Survivor Annuity.

If the Participant and Spouse were divorced after being married for at least one year and the former Spouse is required to be treated as a Spouse or a surviving Spouse under a Qualified Domestic Relations Order, that individual is a Qualified Spouse as provided under ERISA § 206(d)(3) or Code § 414(p).

1. Qualified Joint and Survivor Annuity: 50% Option.

A 50% Joint and Survivor Annuity means that you will receive an adjusted monthly amount for life and, if you die before your Qualified Spouse, your Qualified Spouse will be entitled to receive 50% of the reduced amount that you were receiving at the time of your death for the remainder of his or her lifetime.

Your pension will be reduced based on your and your Spouse's age to provide benefits to your Spouse after your death.

For a non-Disability Pension:

- The Legacy Benefit reduction factor is 89.5% and is:
  - Increased by 0.4% times the number of full years your Spouse is older than you are; or
  - Decreased by 0.4% times the number of full years your Spouse is younger than you are.

  The resulting percentage cannot be greater than 100%.
- The SIP Benefit reduction factor is based on annually updated mortality rates mandated by the Internal Revenue Service.

For a Disability Pension:

- The Legacy Benefit reduction factor is 80.5% and is:
  - Increased by 0.4% times the number of full years your Spouse is older than you are; or
  - Decreased by 0.4% times the number of full years your Spouse is younger than you are.

  The resulting percentage cannot be greater than 100%.

- The SIP Benefit reduction factor is based on annually updated mortality rates mandated by the Internal Revenue Service.

50% Joint and Survivor Annuity Example		
Jim Retires at age 62 and is eligible for a Regular Pension paying $1,800 per month for his Legacy Benefit and $300 for his SIP Benefit, based on his accrued SIP Units and the current SIP Unit Value. His wife is age 57 – five years younger than he is. The example below shows how Jim's 50% Joint and Survivor Annuity is calculated.		
Legacy Benefit	Jim's Regular Annuity payable at age 62 as a Single Life Annuity	$1,800.00
	Reduction factor [89.5% - (0.4% x 5 years)]	87.5%
	Jim's Regular Pension payable at age 62 as a 50% Joint and Survivor Annuity	$1,575.00
	Percent paid to Jim's Spouse in the event of his death	x 50%
	Jim's surviving Spouse's monthly benefit	$788.00
SIP Benefit*	Jim's Regular Annuity payable at age 62 as a Single Life Annuity	$300.00
*The value of your SIP Benefits	Reduction factor (current for April 1, 2020 through March 31, 2021 Plan Year)	90.32%
is adjusted annually as described in	Jim's Regular Pension payable at age 62 as a 50% Joint and Survivor Annuity	$270.96
Subsection 3(C)(2) ("Valuing SIP	Percent paid to Jim's Spouse in the event of his death	x 50%
Units").	Jim's surviving Spouse's monthly benefit	$135.48
Total	Jim's Regular Pension payable at age 62 as a 50% Joint and Survivor Annuity	$1,845.96
	Jim's surviving Spouse's monthly benefit	$923.48

2. Qualified Optional Survivor Annuity: 75% Option.

A 75% Joint and Survivor Annuity means that you will receive an adjusted monthly amount for life and, if you die before your Qualified Spouse, the Qualified Spouse will be entitled to receive 75% of the reduced amount that you were receiving at the time of your death for the remainder of his or her lifetime.

Your pension will be reduced based on your and your Spouse's age to provide benefits to your Spouse after your death.

For a non-Disability Pension:

- The Legacy Benefit reduction factor is 85.0% and is:
  - Increased by 0.6% times the number of full years your Spouse is older than you are; or
  - Decreased by 0.6% times the number of full years your Spouse is younger than you are.

The resulting percentage cannot be greater than 100%.

- The SIP Benefit reduction factor is based on annually updated mortality rates mandated by the Internal Revenue Service.

For a Disability Pension:

- The Legacy Benefit reduction factor is 73.0% and is:
  - o Increased by 0.5% times the number of full years your Spouse is older than you are; or
  - o Decreased by 0.5% times the number of full years your Spouse is younger than you are.

  The resulting percentage cannot be greater than 100%.

- The SIP Benefit reduction factor is based on annually updated mortality rates mandated by the Internal Revenue Service.

75% Joint and Survivor Annuity Example		
Jim Retires at age 62 and is eligible for a Regular Pension paying $1,800 per month for his Legacy Benefit and $300 for his SIP Benefit, based on his accrued SIP Units and the current SIP Unit Value. His wife is age 57 – five years younger than he is. The example below shows how Jim's 75% Joint and Survivor Annuity is calculated.		
Legacy Benefit	Jim's Regular Pension payable at age 62 as a Single Life Annuity	$1,800.00
	Reduction factor [85.0% - (0.6% x 5 years)]	82.0%
	Jim's Regular Pension payable at age 62 as a 75% Joint and Survivor Annuity	$1,476.00
	Percent paid to Jim's Spouse in the event of his death	x 75%
	Jim's surviving Spouse's monthly benefit	$1,107.00
SIP Benefit	Jim's Regular Pension payable at age 62 as a Single Life Annuity	$300.00
*The value of your SIP Benefits is adjusted annually as described in Subsection 3(C)(2) ("Valuing SIP Units").	Reduction factor (current for April 1, 2020 through March 31, 2021 Plan Year)	86.15%
	Jim's Regular Pension payable at age 62 as a 75% Joint and Survivor Annuity	$258.45
	Percent paid to Jim's Spouse in the event of his death	x 75%
	Jim's surviving Spouse's monthly benefit	$193.84
Total	Jim's Regular Pension payable at age 62 as a 75% Joint and Survivor Annuity	$1,734.45
	Jim's surviving Spouse's monthly benefit	$1,300.84

3. Qualified Joint and Survivor Annuity: 100% Option.

A 100% Joint and Survivor Pension means that you will receive an adjusted monthly amount for life and, if you die before your Qualified Spouse, the Qualified Spouse will be entitled to receive 100% of the reduced amount that you were receiving at the time of your death for the remainder of his or her lifetime.

Your pension will be reduced based on your and your Spouse's age to provide benefits to your Spouse after your death.

For a non-Disability Pension:

- The Legacy Benefit reduction factor is 80.5% and is:
  - Increased by 0.6% times the number of full years your Spouse is older than you are; or
  - Decreased by 0.6% times the number of full years your Spouse is younger than you are.

  The resulting percentage cannot be greater than 100%.
- The SIP Benefit reduction factor is based on annually updated mortality rates mandated by the Internal Revenue Service.

For a Disability Pension:

- The Legacy Benefit reduction factor is 66.0% and is:
  - Increased by 0.5% times the number of full years your Spouse is older than you are; or
  - Decreased by 0.5% times the number of full years your Spouse is younger than you are.

  The resulting percentage cannot be greater than 100%.
- The SIP Benefit reduction factor is based on annually updated mortality rates mandated by the Internal Revenue Service.

100% Joint and Survivor Annuity Example

Jim Retires at age 62 and is eligible for a Regular Pension paying $1,800 per month for his Legacy Benefit and $300 for his SIP Benefit, based on his accrued SIP Units and the current SIP Unit Value. His wife is age 57 – five years younger than he is. The example below shows how Jim's 100% Joint and Survivor Annuity is calculated.

Legacy Benefit	Jim's Regular Pension payable at age 62 as a Single Life Annuity	$1,800.00
	Reduction factor [80.5% - (0.6% x 5 years)]	77.5%
	Jim's Regular Pension payable at age 62 as a 100% Joint and Survivor Annuity	$1,395.00
	Percent paid to Jim's Spouse in the event of his death	x 100%
	Jim's surviving Spouse's monthly benefit	$1,395.00
SIP Benefit*	Jim's Regular Pension payable at age 62 as a Single Life Annuity	$300.00
*The value of your SIP	Reduction factor (current for April 1, 2020 through March 31, 2021 Plan Year)	82.35%

Benefits is adjusted annually as described in Subsection 3(C)(2) ("Valuing SIP Units").	Jim's Regular Pension payable at age 62 as a 100% Joint and Survivor Annuity	$247.05
	Percent paid to Jim's Spouse in the event of his death	x 100%
	Jim's surviving Spouse's monthly benefit	$247.05
Total	Jim's Regular Pension payable at age 62 as a 100% Joint and Survivor Annuity	$1,642.05
	Jim's surviving Spouse's monthly benefit	$1,642.05

E. Electing a Form of Benefit.

A Participant's election of a form of benefit is irrevocable and applies to any additional accruals after benefits have commenced. A retiring Participant shall be advised by the Fund Office of the effect of the available benefit options by comparing the Single Life Annuity, the 50% Qualified Joint and Survivor Annuity (i.e., the 50% Joint and Survivor Pension), the Qualified Optional Survivor Annuity (i.e., the 75% Joint and Survivor Pension), and the 100% Joint and Survivor Pension.. If you are married but want to elect a Single Life Annuity instead of a Qualified Joint and Survivor Annuity, you must apply in writing before your pension begins, and have your Spouse's consent, witnessed by a Fund representative or Notary Public. After your monthly pension payments begin, the form of your payment cannot be changed. If you are married and do not elect otherwise, you will be deemed to have elected a 50% Joint and Survivor Annuity.

F. Mandatory Distributions.

If the Actuarial Present Value of your entire nonforfeitable benefit (or the benefit of a Beneficiary) is $7,000 or less, the Trustees will pay the entire nonforfeitable benefit in a single lump-sum payment. Once a lump-sum payment is made, no additional benefits will be payable from the Fund.

If this lump-sum payment is greater than $1,000 and you do not elect either to have such distribution paid to an eligible retirement plan in a direct rollover or to receive the distribution directly, the Fund will pay the distribution in a direct rollover to an individual retirement plan designated by the Trustees. For purposes of determining whether such a distribution is greater than $1,000, the portion of the distribution attributable to any rollover contribution is not included.

G. Quasi-Forfeiture of Benefits.

If the Fund Office determines that a Participant, Beneficiary or alternate payee is missing when a distribution is required to be made under the terms of the Pension Fund or by law, the amount payable will be forfeited to the Fund. A Participant, Beneficiary, or alternate payee will be treated as missing consistent with the missing participant policy and procedures adopted by the Trustees. Under no circumstances will a Participant, Beneficiary or alternate payee be considered missing unless a diligent search has been conducted. A diligent search includes, at a minimum, all of the following steps:

- A search for alternate contact information (address, telephone or email) maintained by the Fund, a related benefit plan, employers, local unions and publicly available records or directories;
- Use of a commercial locator service, a credit reporting agency or a proprietary internet search tool for locating individuals; and
- The mailing of a contact letter sent by the United States Postal Service via certified mail to the last known address and to any other alternate address found.

Any amounts required to be paid under Section 7(F) ("Mandatory Distributions") to a missing Participant, Beneficiary or alternate payee will be forfeited prior to the applicable Required Beginning Date.

Amounts forfeited to the Fund will be used in the same manner and for the same purposes as all other plan assets held by the Fund including, but not limited to the payment of the necessary and reasonable operating expenses of the Fund and any benefit amounts owed.

If a missing Participant, Beneficiary or alternate payee is located or requests a distribution after the forfeiture has occurred, only the amount forfeited will be restored to such person. Such person will not be entitled to any interest or earnings on the forfeited amount that may have accrued between the date of forfeiture and the restoration of benefits. However, such forfeiture will not affect any right to an actuarial increase as provided under Section 8(H) ("Late Retirements").

H. Annuity for Life Payments.

Effective April 1, 2020, the Pension Fund no longer accepts Trustee-to-Trustee transfers from the Pension Supplement Fund to provide the Annuity for Life.

If you elected to receive benefits from the Pension Supplement Fund in the form of an Annuity for Life prior to April 1, 2020, your benefit payments will continue and remain subject to the terms and conditions provided by the Pension Fund and the Pension Supplement Fund in effect at the time of your election.

SECTION 10. Returning To Work

A. Returning to Work Before Your Pension Payments Begin.

If you have not attained Vested Status before a Break in Service, refer to Section 4 ("Leaving Work"), which explains the Break in Service rules.

If you did achieve Vested Status, left Covered Employment, and subsequently returned, your pension amount for each period of benefit service may be calculated differently, based on the Fund provisions at the end of each period.

B. Returning to Work After Your Pension Payments Begin (If You Are Receiving a Disability Pension).

If you return to work after receiving a Disability Pension, refer to Subsection 8(H)(4) ("Cessation of Disability Pension").

C. Returning to Work After Your Pension Payments Begin (Other Than Disability Pensions).

If you work in "Disqualifying Employment" after your pension payments begin, or you are eligible to begin receiving pension payments, your pension benefits may be suspended for certain months. The definition of Disqualifying Employment depends on whether the employment is before or after your Normal Retirement Age.

Any suspension of your benefits is intended to comply with the U.S. Department of Labor's regulations found at 29 C.F.R. § 2530.203-3 (Suspension of pension benefits upon employment) which have been incorporated into the Fund as if they were fully stated in the Plan Document.

1. Disqualifying Employment Before Normal Retirement Age.

If you have not reached Normal Retirement Age, your monthly benefit will be suspended for any month in which you are employed in Disqualifying Employment. If you have not reached Normal Retirement Age, Disqualifying Employment means:

- Employment in any type of work classified in the Collective Bargaining Agreement; or
- Self-employment in any capacity in the Pipe Trades Industry.

After the first 90 days of Retirement, if you are not receiving a Disability Pension, you will be permitted to work in Disqualifying Employment for up to 560 Hours of Work per Plan Year without a suspension of benefits if those Hours of Work are for an Employer. However, any additional suspension of benefits under this paragraph will not apply to any benefits payable once the Pensioner attains Normal Retirement Age.

2. Disqualifying Employment After Normal Retirement Age.

If you have reached Normal Retirement Age your monthly benefit will be suspended for any month in which you are employed in Disqualifying Employment. If you have reached Normal Retirement Age, Disqualifying Employment means employment or self-employment that is:

- In an industry covered by the Fund when your pension payments began (i.e. the plumbing and pipefitting industry and any other industry in which Employees covered by the Fund were employed when the your pension began, or, but for suspension, would have begun);
- In the geographical area covered by the Fund when your pension payments began (including the State of Minnesota, any other area covered by the Fund when your pension payments began, or any other area covered by a plan which, under a Reciprocity Agreement in effect

when your pension payments began, had forwarded contributions to this Fund on the basis of which this Fund accrued benefits for you); and

- In any occupation which you worked under the Fund at any time or in any occupation covered by the Fund at the time of your pension payments.

You may work in Disqualifying Employment after Normal Retirement Age for up to 560 Hours of Work per Plan Year, but only if the Hours of Work are for an Employer. In addition, after you have reached 560 Hours of Work, you may continue to work in subsequent months for the remainder of the Plan Year, but only if you have less than 40 Hours of Work per month.

Example 1: Working in Disqualifying Employment after Normal Retirement Age without a suspension of benefits:

Months	Hours of Work	Cumulative Total	Suspension of Benefits?
April	187	187	No
May	187	374	No
June	185	559	No
July	39	598	No*

* In this example, no suspension occurs because you can work in Disqualifying Employment up to 40 hours after you have reached 560 hours in a Plan Year.

Example 2: Working in Disqualifying Employment after Normal Retirement Age that causes a suspension of benefit:

Months	Hours of Work	Cumulative Total	Suspension of Benefits?
April	187	187	No
May	187	374	No
June	185	559	No
July	150	709	Yes**

** In this example, benefits will be suspended for the month of July because you exceeded 560 hours and worked more than 39 hours in the month.

If you worked in Covered Employment only in a skilled trade or craft, meaning as a plumber or a pipefitter, employment will be Disqualifying Employment only if it is in work that involves the skill or skills of the Pipe Trades Industry directly, or in the case of supervisory work, indirectly.

If you re-enter Covered Employment to an extent sufficient to cause a suspension of benefits, and your pension payments are subsequently resumed, the industry and geographic area covered by the Fund “when your pension began” will be the industry and geographic area covered by the Fund when your pension was resumed.

D. Notices Regarding a Suspension of Benefits.

1. Notices From the Trustees to You.

After your pension benefits have commenced, the Trustees will notify you of the Fund's rules governing the suspension of benefits, including the identity of the industries and geographical areas covered by the Fund. If benefits have been suspended and payment resumed, you will receive a new notification if there has been a material change in the suspension rules or the identity of the industries and geographical areas covered by the Fund.

If your benefits are suspended, you will be notified of the suspension by personal delivery or first class mail during the first calendar month in which your benefits are withheld. The notice will include a description of the specific reasons for the suspension, a copy of the relevant provisions of the Fund, reference to the applicable U.S. Department of Labor regulations, and a statement of the procedure for securing a review of your benefit suspension. In addition, the notice will describe the procedure you should follow to notify the Trustees when your Disqualifying Employment ends. If the Trustees intend to recover any overpayment by offset, the notice will also explain the offset procedure and state the amount expected to be recovered and the periods of employment to which offsets relate.

2. Notices Required by You to the Trustees.

You are required to notify the Trustees in writing within 30 days after starting any work of a type that is or may be Disqualifying Employment without regard to the number of hours of such work. If you have worked in Disqualifying Employment in any month and have failed to give timely notice to the Trustees of such employment, the Trustees will presume that you worked for at least 40 hours in such month and any subsequent month before you give notice that you have ceased working in Disqualifying Employment.

If your pension has been suspended, you are required to notify the Trustees when Disqualifying Employment has ended. The Trustees have the right to hold back benefit payments until you file such notice with the Fund Office.

E. Request for Determination.

You can ask the Fund Office in writing whether particular employment will be disqualifying. The Fund will provide you with its determination within a reasonable period of time.

F. Review of Benefit Suspension.

You may request a review of a determination suspending your benefits by written request filed with the Trustees within 180 days of the notice of suspension. The same right of review will apply, under the same terms, to a determination made by, or on behalf of, the Trustees that contemplated employment will be disqualifying.

The Trustees may, upon their own motion or on your request, waive suspension of benefits subject to such limitations as the Trustees in their sole discretion may determine, including any limitations based on your previous record of benefit suspensions or non-compliance with reporting requirements related to any suspension of benefits and Disqualifying Employment.

G. Resumption of Benefit Payments After Suspension.

Your benefits will be resumed after the last month for which benefits were suspended, with payments beginning no later than the third month after the last calendar month for which your benefits were suspended, provided you have complied with the Fund's notification requirements.

Overpayments attributable to payments made for any month for which you were working in Disqualifying Employment and should have experienced a suspension of benefits will be deducted from pension payments otherwise paid or payable after the period of suspension to the extent permitted by law.

When you have failed to notify the Fund Office of your Disqualifying Employment, the reduction of your monthly benefit for a month after you attained Normal Retirement Age will not exceed 25% of the pension amount (before deduction), except for the first pension payment made after a suspension. If you die before recovery of overpayments has been completed, deductions will be made from the benefits payable to your Beneficiary, subject to the 25% limitation on the rate of reduction. If you do not bear any responsibility for the overpayment, recoupment of the overpayment amount will be subject to the restrictions described in Section 12(W) ("Inadvertent Overpayments").

H. Recomputation of Benefit Payments Following Suspension.

If you had your benefits suspended and return to Covered Employment and earn additional future service Pension Credits, your pension will be recalculated as of the following April 1. If you resume receiving pension payments during a Plan Year, the monthly payment will be the amount of your benefit calculated as of the prior April 1 and the monthly amount will be adjusted as of the following April 1 as described in the next paragraph.

Each April 1 the benefit calculation will be based on your then-attained age and will include any additional accruals earned during the prior Plan Year, reduced by the Actuarial Equivalent of any pension payments previously made prior to Normal Retirement Age. The amount of such reduction for Legacy Benefits will be calculated by dividing the amount of your payments prior to Normal Retirement Age by the factor in Table 4 of the Plan Document corresponding to your age when payments resume. The amount of such reduction for SIP Benefits will be calculated by dividing the amount of your SIP Benefit payments prior to Normal Retirement Age by the Actuarial Present Value when payments resume. The new monthly benefit will not be less than the prior monthly amount.

A Qualified Joint and Survivor Annuity (regardless of whether 50%, 75% or 100% was elected) in effect immediately prior to any suspension of benefits, and any other benefit following your death, will remain effective if you die while your benefits are in suspension.

If you return to Covered Employment and earn future service Pension Credits, you will be entitled to a new election as to the form of benefit payment for such additional accrual, provided, however, that the first election on or after Normal Retirement Age will apply for any subsequent accrual earned.

SECTION 11. In the Event of Death

A. If Your Spouse Dies.

If your Spouse dies before or after your pension begins, you should contact the Fund Office to update the Fund's records. If you are receiving a Qualified Joint and Survivor Annuity (50%, 75%, or 100%) when your Spouse dies, your pension amount will increase the following month to the amount which you would have been paid if you had retired with a Single Life Annuity.

B. If You Die Before You Retire.

If you die before Retiring, your Spouse or designated Beneficiary may be entitled to receive a Qualified Preretirement Survivor Annity Pension or a Death Benefit, as explained below.

1. Qualified Preretirement Survivor Annuity.

If you are married and die after working one or more hours and meeting the service requirements for a pension, but you die before your pension payments begin, your surviving Qualified Spouse will be entitled to a Qualified Preretirement Survivor Annuity, as follows:

a. ***If you die after reaching age 55,*** your Qualified Spouse will be paid a Qualified Preretirement Survivor Annuity as if you had Retired and elected a 50% Joint and Survivor Annuity on the day before your death.

b. ***If you die before reaching age 55,*** your Qualified Spouse will be paid a Qualified Preretirement Survivor Annuity beginning the month following the month in which you would have reached age 55 had you lived. The amount of the pension will be determined as if you had left Covered Employment upon reaching age 55, Retired, and elected a 50% Joint and Survivor Annuity, and then died on the last day of the month in which you reached age 55.

Your Spouse may also be eligible for a Death Benefit, as explained below in Subsection 11(B)(4). *However, your Spouse must elect to receive the Death Benefit instead of the Qualified Preretirement Survivor Annuity.* The value of the Death Benefit will be no less than the Actuarial Equivalent of the Qualified Preretirement Survivor Annuity.

2. Waiving the Qualified Preretirement Survivor Annuity.

You can waive receiving the Qualified Preretirement Survivor Annuity, revoke any previous waivers, and file a new waiver, at any time before your Annuity Starting Date (i.e. the date payment begins). Generally, during the period between the time you reach age 32 and reach age 35, the Trustees will provide you with a written explanation of the Qualified Preretirement Survivor Annuity. You will have the opportunity to waive the Qualified Preretirement Survivor Annuity beginning on the first day of the Plan Year in which you reach age 35, up until the date of your death. The amount of the benefit you have accrued is available on the Pension Fund's website and information is updated monthly.

3. Deferring Payment of a Qualified Preretirement Survivor Annuity.

Your Qualified Spouse may elect in writing and in a form acceptable to the Fund and filed with the Fund Office to defer commencement of payments from a Qualified Preretirement Survivor Annuity until a specified date. However, payments cannot be postponed later than the first of the month following the day you would have reached Normal Retirement Age. The benefit will be determined as if you had survived to the day your Spouse elects to begin receiving the payments, you Retired at that age, elected a 50% Joint and Survivor Annuity, and then you died on the next day.

If your Spouse dies before the date he or she elected payments to begin, the Qualified Preretirement Survivor Annuity will be forfeited and, unless you had designated an Alternate Beneficiary with the acknowledgment and consent of your Spouse, there will be no payments to any other Beneficiary.

4. Pre-Retirement Death Benefit.

If you die before Retiring and are not married, your designated Beneficiary will receive a Death Benefit if, at the time of your death:

- You are Vested (see Section 3(B) ("Earning Vesting Credit") for additional information); and
- You are entitled to any type of pension.

The Death Benefit will be 100% of the total Contributions paid to the Fund for your Hours of Work in Covered Employment, without interest or increment, but will not include any amounts credited to your account as part of a Trustee-to-Trustee transfer. If there is a Qualified Preretirement Survivor Annuity, no Death Benefit is payable. If you die before reaching age 55, your Qualified Spouse can waive the Qualified Preretirement Survivor Annuity. After you reach age 55, your Qualified Spouse cannot waive the Qualified Preretirement Survivor Annuity and elect the Death Benefit.

C. <u>If You Die After Retiring</u>.

If you die after your pension begins, your eligible Spouse and, in some cases, your Beneficiaries, may receive a benefit, depending on the form of payment you were receiving.

1. Treatment of Annuities.

If your pension is paid as a:

a. **Single Life Annuity,** your pension payments will stop when you die.

b. **Level Income Option,** your pension payments will stop when you die.

c. **50% Joint and Survivor Annuity,** your Qualified Spouse will receive 50% of the monthly benefit amount you received prior to your death for the rest of his or her life.

d. **75% Joint and Survivor Annuity,** your Qualified Spouse will receive 75% of the monthly benefit amount you received prior to your death for the rest of his or her life.

e. **100% Joint and Survivor Annuity,** your Qualified Spouse will receive 100% of the monthly benefit amount you received prior to your death for the rest of his or her life.

For additional information on the Single Life Annuity and the 50%, 75%, and 100% Joint and Survivor Annuity forms of benefits, see <u>Section 9 ("Choosing a Benefit Option")</u>.

2. Post-Retirement Death Benefit.

If you were not receiving your benefits in the form of a Qualified Joint and Survivor Annuity and you die after your pension payments begin, but before you had received monthly pension payments in a total amount equal to the Death Benefit to which your Beneficiary would have been entitled had you died the day preceding your Retirement, your Beneficiary will receive a lump-sum payment equal to the amount of the Death Benefit less the total of the monthly pension payments received prior to your death. See Subsection 11(B)(4) ("Pre-Retirement Death Benefit") for more information.

If you were receiving a Qualified Joint and Survivor Annuity, the post-Retirement Death Benefit is not available.

D. Death Benefits Upon Death During Qualified Military Service.

If you die while performing qualified military service (as defined in Code § 414(u)), your Beneficiaries will be entitled to any additional benefits (other than Pension Credits relating to the period of qualified military service) provided under the Fund had you resumed Covered Employment and then died. This Section will be administered consistent with Code § 401(a)(37).

E. Payment of Death Benefits.

Payment of the Death Benefit will be made as a lump sum within a reasonable time after receiving the death certificate. The benefit will be paid no later than December 31 of the fifth calendar year following the year of the Participant's death.

F. Standard Beneficiary Designation and Affirmative Designation of Beneficiary.

The "Standard Beneficiary Designation" controls the distribution of any Death Benefit or Qualified Preretirement Survivor Annuity unless you have designated in writing after 2002, in a form acceptable to the Fund, the Beneficiary to whom your Death Benefit or any other payments due at the time of your death, will be paid. If you are married and want to designate someone other than your Spouse as Beneficiary, your Spouse must consent in writing to the designation of the Beneficiary(ies) and such written consent must be witnessed by a designated Fund representative or Notary Public.

G. Standard Beneficiary Designation.

If there is no Beneficiary designation on file with the Fund Office at the time of your death (or if your designated Beneficiary predeceases you), then benefits will be payable to the following default Beneficiary(ies) in order of priority, at the sole discretion of the Trustees:

1. To your Spouse, or if none;
2. To your children in equal shares (including natural-born and adopted children but not step-children) and the share of any child who does not survive the Participant to his or her children living at the Participant's death in equal shares, or if none;
3. To your parents then living in equal shares, or if none;
4. To your brothers and sisters, then living, in equal shares, or if none;
5. To your estate.

H. Rollover Distribution of Death Benefits.

On or after January 1, 1993, a Spouse or non-Spouse Beneficiary may elect to rollover the Death Benefit into an eligible retirement plan in accordance with the provisions of Code § 401(a)(31).

On or after April 1, 2010, a non-Spouse Beneficiary may elect to rollover any portion of the Death Benefit to an inherited IRA of the non-Spouse Beneficiary in accordance with the provisions of Code § 402(c)(11).

SECTION 12. Important Plan Information

The following information is provided to help you identify the Fund and the people who are involved in its operation.

A. Plan Name.

Pipe Trades Services MN Pension Fund (formerly the Twin City Pipe Trades Pension Plan).

B. Employer Identification Number/Plan Number.

41-6131800/001

C. Plan Year/Fiscal Year.

Plan Year: April 1 – March 31

Fiscal Year: May 1 – April 30

D. Type of Plan.

The Fund is a multiemployer defined benefit retirement plan, which means a formula is used to calculate the amount of your benefit.

E. Written Plan Document.

This SPD only summarizes the provisions of the formal Plan Document and does not attempt to cover all of the details contained in the Plan Document. The operation of the Fund and the benefits to which you (or your Beneficiaries) may be entitled will be governed solely by the terms of the official Plan Document. To the extent that any of the information contained in this SPD or any information you receive verbally is inconsistent with the official Plan Document, the provisions set forth in the Plan Document will govern in all cases. If you wish to review the Plan Document, please refer to Section 13 ("Your ERISA Rights") which discusses your ability to review the Plan Document.

F. Plan Sponsor and Plan Administrator.

The Board of Trustees is both the Plan Sponsor and Plan Administrator as those terms are defined by ERISA.

G. Board Of Trustees.

A Board of Trustees is responsible for the operation of the Fund. The Board of Trustees consists of an equal number of Union and Employer representatives whose powers and duties are established under the Trust Agreement. You can contact any member of the Board of Trustees at the following address and telephone number:

Pipe Trades Services MN Pension Fund (previously named Twin Cities Pipe Trades Pension Plan)
4461 White Bear Parkway, Suite 1
White Bear Lake, MN 55110
Telephone: (651) 645-4540

The Trustees of the Fund are:

Employer Trustees	**Union Trustees**
Chad Bestor Harris Company 909 Montreal Circle St. Paul, MN 55102	Tom Pahkala Plumbers Local No. 15 708 South Tenth Street Minneapolis, MN 55404
Paul Jordan Corval Group 1622 Eustis Street St. Paul, MN 55108	Dean Gale Plumbers Local No. 34 353 West Seventh Street, Suite 104 St. Paul, MN 55102
Matt Dekkers Horwitz, Inc. 7400 49th Avenue North New Hope, MN 55428	Tony Poole Pipefitters Local No. 455 1301 L Orient Street St. Paul, MN 55117
Matt Marquis Minnesota Mechanical Contractors Association 10590 Wayzata Boulevard Hopkins, MN 55305	Russ Scherber Pipefitters Local No. 539 312 Central Avenue, Suite 408 Minneapolis, MN 55414
Jake Helgeson Davis Mechanical Systems, Inc. 21225 Hamburg Ave. Lakeville, MN 55044	Jeremy Andrist Plumbers & Pipefitters Local No. 6 3111 19th Street NW Rochester, MN 55901

H. <u>Agent for Service of Legal Process</u>.

The Board of Trustees is the Fund's agent for service of legal process. Accordingly, if legal disputes involving the Fund arise, any documents should be served upon the Trustees at the Fund Office at the address below or upon any individual Trustee.

Pipe Trades Services MN Pension Fund
4461 White Bear Parkway, Suite 1
White Bear Lake, MN 55110

Legal process may also be served upon Fund Counsel, at the following address:

Ernest F. Peake
Taft Stettinius & Hollister, LLP
80 South Eighth Street, Suite 2200
Minneapolis, MN 55402

I. <u>Funding of Plan</u>.

Participating Employers pay for the entire cost of the Fund by making Contributions to the Pipe Trades Services MN Pension Trust. Contributions are based on Covered Employment as described in the Collective Bargaining Agreement between your Employer and your Union. Contributions are invested by the Board of Trustees and professional investment managers chosen by the Trustees. The Fund's assets, including any investment earnings, are used to pay benefits and administrative expenses. No Participant contributions are allowed.

J. Collective Bargaining Agreements.

This Fund is maintained pursuant to Collective Bargaining Agreements. The provisions of the Collective Bargaining Agreements determine the amount of Employer Contributions and the Employees on whose behalf Contributions are made. No employee contributions are required or accepted. The Fund Office will provide you, upon written request, with information as to whether a particular Employer is contributing to the Fund on behalf of Participants working under the Collective Bargaining Agreements. A copy of a Collective Bargaining Agreement is available from the Fund Office.

K. Pension Trust's Assets and Reserves.

All assets are held in a trust by the Board of Trustees and invested by the Board of Trustees and professional investment managers chosen by the Trustees.

L. Assignment of Benefits.

The Fund is intended to pay benefits only to you and your eligible Beneficiary(ies). Your benefits cannot be used as collateral for loans or assigned in any other way, except in connection with a QDRO. See Section 5(C) ("Divorce") for additional information.

M. Maximum Pensions.

The Internal Revenue Service has established maximum pension benefits that anyone can receive from a plan. While the maximum is quite high and will rarely apply, it is stated in the written Plan Document. You will be contacted if the maximum affects you.

N. Eligibility and Benefits.

The types of benefits provided and the Fund's requirements with respect to eligibility and circumstances that may result in disqualification, ineligibility, or denial or loss of any benefits are described in this SPD. Your coverage by the Fund does not constitute a guarantee of your continued employment.

O. Identity Theft and Cyber Security.

Identity theft and cyber security attacks are an increasing problem. Your benefits may not be insured against losses attributable to identity theft or losses resulting from unauthorized access. It is important that you take precautions to keep your login credentials and personal information confidential and maintain good online safety habits. For tips on cyber security visit www.stopthinkconnect.org.

P. Plan Amendment, Modification, and Termination.

The Board of Trustees intends to continue the Fund indefinitely, but reserves the right to amend, modify, or terminate, in whole or in part, any or all of the provisions of the Fund (including any related documents and underlying policies), at any time and for any reason, by action of the Trustees in their sole and absolute discretion. However, no amendment, modification, or termination may deprive you of any benefit to which you have become entitled, except that an amendment to comply with the requirements of the Code or other federal or state law may be made at any time with retroactive effect. Upon termination of the Fund, the assets then remaining in the Fund, after providing for any administrative expenses, shall be allocated among the Pensioners, Beneficiaries, and Participants in the following order: (i) to benefits payable as a pension as described in the Fund; (ii) to all other benefits (if any) of the individuals under the Fund guaranteed under Title IV of ERISA; (iii) to all other vested benefits under the Fund; and (iv) to all other benefits under the Fund. Upon termination, benefits will be administered consistent with regulations of the Pension Benefit Guaranty Corporation.

Q. Employer and Union Information.

You (or your Beneficiary) may obtain and examine, upon written request to the Plan Administrator, a complete list of the Employers contributing to, and the Unions participating in, the Fund.

R. Terminated Employers.

If an Employer ceases to comply with the definition of Employer or if an Employer is declared by the Trustees to have ceased participation in the Fund for any reason, including by virtue of its failure to make required Contributions, then it will be deemed a termination of participation and the following will apply:

- Employment by that Employer after termination will not be credited as Covered Employment; and
- Employment by that Employer prior to termination will be credited under the Fund, except if a break in Covered Employment is incurred; and
- There will be no refund of Contributions or revision of assets to a terminated Employer, directly or indirectly, or to a pension trust or annuity contract or plan of a terminated Employer.

This applies provided that an actuarial study shows the termination significantly affects actuarial costs.

S. Right of Recovery.

There are times that you or your Beneficiary will be required to furnish information or proof necessary to determine your or your Beneficiary's right to a Fund benefit. If you or your Beneficiary fail to submit the requested information or proof, make a false statement, or furnish fraudulent or incorrect information, your or your Beneficiary's benefits under the Fund (and participation in the Fund, even if you or your Beneficiary would otherwise meet the eligibility requirements) may be denied, suspended, or discontinued at any time and for any length of time (including permanently) by a duly authorized representative of the Fund or any of its designees in the Fund's sole and absolute discretion.

If the Fund makes payment for benefits that are in excess of allowable amounts, due to error (including, for example, a clerical error) or fraud or for any other reason (including, for example, your failure to notify the Fund office regarding a change in family status), the Fund reserves the right to recover such overpayment plus interest and costs, through whatever means are necessary, including, without limitation, legal action or by offsetting future benefit payments to you, your Beneficiary, or your or your Beneficiary's heirs, assigns, or estate.

T. Disaster and Emergency Relief.

The deadlines for certain actions described in this SPD may be delayed or disregarded pursuant to guidance issued by the Secretary of Labor under ERISA § 518 or the Secretary of the Treasury under Code § 7508A(b) upon the occurrence of a Presidentially declared disaster, a terroristic or military action or a public health emergency. This Fund intends to comply with such guidance that is applicable to the Fund and will notify affected individuals as the Trustees deem appropriate in their sole and absolute discretion.

U. Benefits Upon Reemployment After Qualified Military Service.

Notwithstanding any provision of this SPD to the contrary, Contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code § 414(u). The cost of providing Contributions, benefits and service credits for reemployed uniformed service members is a liability of the Fund and does not fall to any one Employer or group of Employers.

V. Mistaken Contributions.

The Fund may refund Contributions made to the Trust by an Employer (or other entity) only if the Trustees determine that the Contributions were made due to mistake of fact or law and the Employer (or other entity) requests the refund in writing within six months of the date that the Trustees determine that the Contribution was made by a mistake of fact or law. To the extent a benefit has already been paid based upon the claimed mistaken Contribution or there was an investment loss on the Contribution, no refund will be allowed.

W. Inadvertent Overpayments.

The Fund may seek recoupment of all or part of an inadvertent benefit overpayment made to you or your Beneficiary. When the Fund recoups from your future benefit payments, the amount of your monthly benefit will not be reduced below 90% of the pension amount until the full amount of the overpayment has been recovered. However, the amount recouped each calendar year will not exceed 10% of the full dollar amount of the overpayment. Any recoupment by the Fund of an inadvertent overpayment will comply with the requirements of ERISA § 206(h) and any applicable regulations which have been incorporated into the Fund as if they were fully stated in the Plan Document. You can contest all or part of the Fund's recoupment of an inadvertent overpayment by filing a claim under the procedures described in Section 7 ("Applying for Benefits and Appeals").

X. Plan Administration and Interpretation.

The Board of Trustees has the exclusive right, power, and authority, in its sole and absolute discretion, to administer and interpret the Fund and other Fund documents. The Board of Trustees has all powers reasonably necessary to carry out its responsibilities under the Fund including, but not limited to, the sole and absolute discretionary authority to:

- Administer the Fund according to its terms and to interpret Fund policies and procedures;
- Resolve and clarify inconsistencies, ambiguities, and omissions in the Plan Document and among and between the Plan Document and other related documents;
- Make factual determinations;
- Take all actions and make all decisions regarding questions of coverage, eligibility, and entitlement to benefits, and benefit amounts; and
- Process and approve or deny all claims for benefits.

The decision of the Board of Trustees on any disputes arising under the Fund, including, but not limited to, questions of construction, interpretation, and administration will be final, conclusive, and binding on all persons having an interest in or under the Fund. Any determination made by the Board of Trustees will be given deference in the event the determination is subject to judicial review and will be overturned by a court of law only if it is arbitrary and capricious.

SECTION 13. Your ERISA Rights

As a Participant, you are entitled to certain rights and protections under ERISA which are outlined below.

A. Receive Information About the Fund and Your Benefits.

You have the right to:

1. Examine, without charge, at the Fund Office and at other specified locations, such as worksites and Union halls, all documents governing the Fund, including insurance contracts, Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Fund with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration by going to www.efast.dol.gov and using the search tool;

2. Obtain, upon written request to the Fund Office, copies of documents governing the operation of the Fund, including insurance contracts, Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description (the Plan Administrator may make a reasonable charge for the copies);

3. Receive a notice of the Fund's funding status. The Plan Administrator is generally required by law to furnish each Participant with a copy of this annual funding notice no later than 120 days after the close of each Plan Year; and

4. Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (generally age 62) and if so, what your benefits would be at Normal Retirement Age and if you stop working under the Fund now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to earn a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Fund must provide the statement free of charge.

B. Prudent Actions by Fund Fiduciaries.

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the Fund. The people who operate your Fund, called "fiduciaries" of the Fund, have a duty to do so prudently and in the interest of you and other 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.

C. Enforce Your Rights.

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

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

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in state or federal court. In addition, if you disagree with the Fund's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that Fund fiduciaries misuse the Fund's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if your claim is frivolous. However, no legal action may be commenced or maintained against the Fund prior to your exhaustion of the Fund's claims procedures described in Section 7(D) ("Claims and Appeals").

D. Assistance With Your Questions.

If you have any questions about the Fund, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the Employee Benefits Security Administration's publications hotline at (866) 444-3272.

SECTION 14. Protecting Your Pension

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 PBGC guarantee generally covers:

- Normal and early retirement benefits;
- Disability benefits if you become disabled before the Fund becomes insolvent; and
- Certain benefits for your survivors.

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 the following:

- 100% of the first $11 of the monthly benefit accrual rate; and
- 75% of the next $33 of the monthly benefit accrual rate.

For example, for a worker with 30 years of service and a benefit accrual rate of $23 per month, the maximum guarantee will be $600 per month [(100% x $11) + (75% x $12) x 30 years = $600].

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;
- Benefit increases and new benefits based on Fund provisions that have been in place fewer than five years at the earlier of the:
    - Date the Fund terminates; or
    - Time the Fund become insolvent.
- Benefits that are not vested because you have not worked long enough;
- Benefits for which you have not met all of the requirements at the time the Fund becomes insolvent; and
- 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 that it guarantees, ask the Plan Administrator or contact the PBGC's Technical Assistance Division, 1220 K Street N.W., Washington, D.C. 20005-4026 or call 1-800-400-7242 or 202-326-4000 (not a toll-free number). TTY/ASCII users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website at http://www.pbgc.gov/multiemployer.

SECTION 15. Definitions

The following is a list of abbreviated definitions of terms that are commonly used in the Pension Fund. These definitions may help you understand the benefits available to you and your rights under the Pension Fund. For a complete list of defined terms used in the Pension Fund, as well more detailed information and the precise language for any definition, refer to the Plan Document.

A. Actuarial Present Value, Actuarial Equivalence, and Actuarial Equivalent.

1. Distributions Between May 1, 2000, and March 31, 2020.

For purposes of determining the amount of any lump sum payment distributed on or after May 1, 2000, but before April 1, 2020, the determination of Actuarial Present Value will be based on the applicable mortality table and the applicable interest rate as specified by the Commissioner of Internal Revenue for the second full calendar month preceding the first day of the Plan Year containing the date of distribution pursuant to Code § 417(e)(3)(A) as amended by the Retirement Protection Act of 1994.

2. Distributions On or After April 1, 2020.

For purposes of determining the amount of any lump sum payment distributed on or after April 1, 2020, the determination of Actuarial Present Value will be based on the applicable mortality table and the applicable interest rate provided below in this subparagraph:

a. Benefits earned prior to April 1, 2020, will be determined as provided in Subsection 15(A)(1) above.

b. Benefits earned on or after April 1, 2020, will be determined using the applicable mortality table under Code § 417(e)(3). Benefits will be projected forward between the Annuity Starting Date and the Normal Retirement Age using the applicable interest rate and the Hurdle Rate. Payouts are then discounted using the same applicable interest rate so that the effective interest rate of these calculations is equal to the Hurdle Rate. This adjustment will be applied to the SIP Unit Value as described in Section 15(II).

3. Stability Period.

The stability period, as defined in Treas. Reg. § 1.417(e)-1(d)(4)(ii), is one Plan Year.

4. Actuarial Equivalence for Legacy Benefits.

a. **Default Interest Rate.** Unless otherwise specified in the Fund, the "Actuarial Present Value" of a benefit will be determined using the interest rate of 7%.

b. **Default Mortality Assumptions.** Unless otherwise specified in the Fund, the mortality assumption will be based on the 1971 Group Annuity Mortality Table weighted as follows: (i) for a Participant's benefit, 100% male and 0% female; and (ii) for the benefit of a Participant's Spouse or former Spouse, 0% male and 100% female.

5. Actuarial Equivalence for SIP Benefits.

Unless otherwise specified in the Fund, the Actuarial Equivalence for SIP Benefits shall be determined based on the interest rate and mortality table described in Subsection 15(A)(2)(b) above.

6. **Actuarial Equivalence.**

   "Actuarial Equivalence" means two benefits of equal Actuarial Present Value based on the actuarial factors and assumptions specified in the provision in which that phrase is used or, if not otherwise specified, based on the assumptions described in this Section.

B. Annuity Starting Date.

The first date as of which benefits are paid under the Fund.

C. Beneficiary.

A person who is receiving or who is entitled to receive benefits under this Fund as described in the Standard Beneficiary Designation or who is designated to receive such benefits by a Pensioner or Participant.

D. Code.

The Internal Revenue Code, set forth at Title 26 of the U.S. Code, as it may from time to time be amended, as well as the regulations promulgated thereunder ("**Treasury Regulations**").

E. Collective Bargaining Agreement or Agreement or Participation Agreement.

A written agreement binding an Employer to make Contributions to the Pension Trust. Excerpts from the applicable Collective Bargaining Agreements are provided in an appendix to the written Plan Document. Such provisions relate to the type of work performed by Employees, Employer's Contribution obligations, and the calculation of certain work hours (e.g., overtime, holiday, etc.). This appendix and copies of each Collective Bargaining Agreement are available from the Fund Office.

A "Reciprocity Agreement" with another trust—meaning an agreement under which Contributions are paid into the Pension Trust pursuant to a Participant's Hours of Work in another jurisdiction—will be given effect as a Participation Agreement.

F. Compensation.

Wages within the meaning of Code § 3401(a) plus all other payments of compensation to an Employee by an Employer for which the Employer must furnish the Employee with a Form W-2, including qualifying transportation benefits pursuant to Code § 132(f). Except as provided elsewhere in this Fund, Compensation will include only that compensation which is actually paid to the Participant during the Plan Year.

G. Contributing Employer or Employer.

An employer that has executed a Collective Bargaining Agreement with the Union providing for payment of Contributions to the Pension Trust and whose status as a Contributing Employer has not been terminated by the Trustees and an employer who has executed a Participation Agreement, approved by the Trustees, providing for payment of contributions to the Trust.

H. Contribution Period.

The period during which the Employer is a Contributing Employer with respect to the Employees.

I. Contribution.

A payment made to the Pension Trust by an Employer on behalf of its Employees as required under a Collective Bargaining Agreement, Participation Agreement or Reciprocity Agreement for the Hours of Work performed by the Employee for the Employer.

Copies of the relevant rate sheets identifying the contribution rates for each Collective Bargaining Agreement are available from the Fund Office or at ptsmn.org.

J. Covered Employment.

Employment of an Employee by an Employer. In addition, credited hours earned in another union jurisdiction, for which Contributions are received by the Pension Trust as a result of a Reciprocity Agreement with another trust in such other jurisdiction.

K. Employee.

An individual for whom the Employer is obligated to make Contributions to the Pension Trust under a Collective Bargaining Agreement, Participation Agreement, or Reciprocity Agreement.

L. ERISA.

The Employee Retirement Income Security Act of 1974, as amended, and any regulations promulgated thereunder.

M. Fund.

The Pipe Trades Services MN Pension Fund as described in the written "Plan Document" and as adopted by the Trustees and as amended from time to time by the Trustees.

N. Fund Office.

Pipe Trades Services MN, Inc.

1.

O. Hour of Work.

The hours of work in which an Employee performed services and for which he or she was paid or entitled to payment, adjusted to include premium hours in accordance with the prevailing Collective Bargaining Agreement.

1. An Hour of Work also means each hour for which back pay, irrespective of mitigation of damage, has been either awarded to the Employee or agreed to by the Employer, which will be credited to the Employee for the computation period or periods to which the award or agreement pertain rather than the computation period in which the award, agreement, or payment was made.
2. Hour of Work also includes hours worked in another jurisdiction for which Contributions are paid into the Pension Trust pursuant to a Reciprocity Agreement.

The U.S. Department of Labor's ("**DOL**") regulations found at DOL Reg. §§ 2530.200b-2(b) ("Special rule for determining hours of service") and (c) ("Crediting of hours of service to computation periods"), as amended from time to time, are incorporated into the Fund by this reference, but only to the extent not inconsistent with the Fund's definition of Hour of Work.

P. Hurdle Rate.

The fixed benchmark that is measured against the SIP Investment Return for purposes of determining the SIP Unit Value using the formula described in Section 15(II). The Hurdle Rate is set at 4.50%.

Q. Legacy Benefits.

All benefits accrued under the Fund prior to April 1, 2020.

R. Normal Retirement Age.

The earlier of age 65 or, for Retirements on or after May 1, 1996, age 62 if the Participant has 600 hours of Contributions paid to the Pension Trust on his behalf for Hours of Work after May 1, 1995 or, if later, the earlier of:

a. The Participant's age on the fifth anniversary of his participation; or

b. The Participant's age upon having accumulated five years of Pension Credits.

In calculating the fifth anniversary of participation, participation before a Permanent Break in Service is not counted.

S. Participant.

A Pensioner or an Employee who meets the requirements for participation in the Fund as set forth in Section 3 ("Beginning Work") or an inactive Employee who has Vested Status.

T. Pension Credits.

The units earned by an Employee for purposes of determining the amount of pension benefits due a Participant with Vested Status, as set forth in Section 3(D) ("Earning Pension Credits").

U. Pension Trust or Trust.

All monies and all other things of value which comprise the corpus and additions to the Pipe Trades Services MN Pension Trust.

V. Pensioner.

A person to whom a pension under this Fund is being paid.

A Pensioner who has returned to Covered Employment and is accruing benefits on the same basis as other Employees as of the effective date of a benefit increase will not be considered a Pensioner for purposes of that benefit increase.

W. Pipe Trades Industry.

The activity of engaging in or performing, directly or indirectly, any of the trade or work as described in the current applicable Collective Bargaining Agreement to which one of the Unions is a party, except not limited to the geographical jurisdiction of the Collective Bargaining Agreement.

X. Plan Credit Year or Plan Year.

The 12-month period from April 1 through the next March 31.

Y. Reference Fiscal Year.

The Fiscal Year ending prior to the Plan Year for which the SIP Investment Return is being determined. For example, the Fiscal Year beginning May 1, 2020, and ending April 30, 2021, is the Reference Fiscal Year for the Plan Year beginning April 1, 2022, and ending March 31, 2023.

Z. Required Beginning Date.

"Required Beginning Date" means April 1 of the calendar year following the later of: the calendar year in which the Participant: (i) reaches his or her "Applicable Age"; and (ii) retires. For 5% owners, the Required Beginning Date is April 1 of the calendar year following the calendar year in which the Participant reaches his or her Applicable Age.

For this purpose, an individual's Applicable Age depends on the individual's date of birth.

- In the case of an individual born prior to July 1, 1949, the Applicable Age is 70 ½.
- In the case of an individual who is born on or after July 1, 1949, and before January 1, 1951, the Applicable Age is 72.
- In the case of an individual who is born on or after January 1, 1951, but before January 1, 1960, the Applicable Age is 73.
- In the case of an individual who is born on or after January 1, 1960, the Applicable Age is 75.

A Participant will be treated as a 5% owner if such Participant is a 5% owner as defined in Code § 416 at any time during the Plan Year ending with or within the calendar year in which such owner attains his or her Applicable Age. Distributions to a 5% owner must continue to be distributed, even if the Participant ceases to be a 5% owner in a subsequent year.

AA. Retire, Retirement.

The complete withdrawal from Covered Employment by an Employee.

BB. Retirement Date.

The first day of the month after the Participant has ceased working for an Employer or ceased receiving unemployment compensation benefits, whichever is later.

CC. SIP Accrual Rate.

The rate at which Participants accrue SIP Benefits. For Plan Years beginning on or after April 1, 2020, Participants' SIP Accrual Rate will be 15.68 multiplied by the contribution rate provided in the applicable Collective Bargaining Agreement, Participation Agreement or Reciprocity Agreement. For Plan Years beginning on or after April 1, 2024, Participants who accrue benefits under more than one contribution rate will accrue benefits using a weighted average of the applicable contribution rates.

Current contribution rates under the applicable Collective Bargaining Agreements are provided in Appendix A ("Pension Contribution and Benefits Rate Summary").

DD. SIP Benefits.

A Participant's cumulative benefit accruals under the Pension Fund on or after April 1, 2020 (as described in Subsection 3(C)(1) ("Accruing SIP Units")) multiplied by the SIP Unit Value, adjusted each April 1 beginning April 1, 2022, and subject to the 6.5% cap on the annual percentage increase to the SIP Unit Value as described in Section 15(II) below.

EE. SIP Investment Return.

The net rate of return on the Fund's investment of the SIP Subset for a given Fiscal Year, determined using the following formula:

$$2I/(A+B-I)$$

Where:

1. "I" = the dollar amount of the investment return on the SIP Subset for the Fiscal Year as reflected in the Fund's audited financial statements;
2. "A" = the fair market value of the SIP Subset on April 30 of the Fiscal Year immediately preceding the Reference Fiscal Year, as reflected in the Fund's audited financial statements; and
3. "B" = the fair market value of the SIP Subset on April 30 of the Reference Fiscal Year as reflected in the Fund's audited financial statements.

The Pension Fund's SIP Investment Returns are provided in Appendix D ("Historical SIP Information").

FF. SIP Subset.

The subset of the Fund's total assets where the fair market value of such assets within the subset of the Fund's total assets approximates the Fund's liability for SIP Benefits consistent with the provisions of Treas. Reg. § 1.411(b)(5)-1(d)(5)(ii)(B).

GG. SIP Units.

The standard measure of accrual for purposes of determining a Participant's SIP Benefits.

HH. SIP Unit Value.

1. From April 1, 2020, through March 31, 2022, the SIP Unit Value is $10.0000.
2. On and after April 1, 2022, SIP Unit Value will be redetermined on each April 1 and is equal to the SIP Unit Value on the immediately preceding March 31 multiplied by the following fraction:

$$\frac{1 + \text{SIP Investment Return for the Reference Fiscal Year}}{1 + \text{Hurdle Rate}}$$

3. The annual percentage increase to the SIP Unit Value is capped at 6.5%. For purposes of the formula described in Paragraph (2) above, in no case will the fraction resulting from the formula be greater than 1.065 or 106.5%.
4. The Pension Fund's SIP Unit Values are provided in Appendix D ("Historical SIP Information").

II. Spouse and Qualified Spouse.

An individual married to a Participant if the marriage is recognized by the state, possession, or territory of the United States in which the marriage is entered into, regardless of domicile. Qualified

Spouse is a Spouse who was married to the Participant for at least a one year period ending on the earlier of the Participant's Annuity Starting Date or the date of the Participant's death.

JJ. Trust Agreement.

The Agreement and Declaration of Trust entered into April 26, 1960 (effective as of May 1, 1960) establishing the Twin City Pipe Trades Pension Trust (now known as the Pipe Trades Services MN Pension Trust), restated April 1, 1976, further restated effective May 1, 2019, and as amended from time to time.

KK. Trustees.

The Board of Trustees established under the Trust Agreement as constituted from time to time in accordance with the provisions of the Trust Agreement.

LL. Union.

Pipefitters Local No. 539, Plumbers Local Union No. 15, Pipefitters Local No. 455, Plumbers Local Union No. 34, Plumbers and Pipefitters Local No. 6, and any other Local Union chartered by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada or other union representing Employees working in a capacity related to the Pipe Trades Industry whose bargaining unit is accepted for participation in the Fund and Trust by the Trustees.

MM. Unreduced Retirement Age.

For Participants with 600 Hours of Work after May 1, 1998, age 60.

For Participants with 600 Hours of Work after May 1, 1997, age 61.

For Participants with 600 Hours of Work after May 1, 1995, age 62.

NN. Vested Status.

You have acquired a nonforfeitable right to a benefit under this Fund.

Appendix A
Pension Contribution and Benefit Rates Summary

Fiscal Year	Local	Area	Trade	Effective Date	Retiree Date	Pivot Date	Pivot Hours	Contribution Rate	Benefit Rate
2025-2026	0006			5/1/2025				$5.15	$80.75
2025-2026	0012			5/1/2025				$13.46	$211.05
2025-2026	0015			5/1/2025				$9.49	$148.80
2025-2026	0015	Pipeline		5/1/2025				$7.46	$116.47
2025-2026	0015	St Cloud	P	5/1/2025				$8.42	$132.03
2025-2026	0034			5/1/2025				$12.67	$198.67
2025-2026	0034	Mankato	P	5/1/2025				$6.50	$101.92
2025-2026	0455			5/1/2025				$12.90	$202.27
2025-2026	0455	Mankato	F	5/1/2025				$7.99	$123.87
2025-2026	0539			5/1/2025				$14.61	$229.08
2025-2026	0539	St Cloud	F	5/1/2025				$14.61	$229.08
2024-2025	0006			5/1/2024				$4.90	$76.83
2024-2025	0012			5/1/2024				$12.86	$201.64
2024-2025	0015			5/1/2024				$9.21	$144.41
2024-2025	0015	Pipeline		5/1/2024				$7.24	$113.52
2024-2025	0015	St Cloud	P	5/1/2024				$8.17	$128.11
2024-2025	0034			5/1/2024				$12.62	$197.88
2024-2025	0034	Mankato	P	5/1/2024				$6.50	$101.92
2024-2025	0455			5/1/2024				$12.65	$198.35
2024-2025	0455	Mankato	F	5/1/2024				$7.40	$116.03
2024-2025	0539			5/1/2024				$14.18	$222.34
2024-2025	0539	St Cloud	F	5/1/2024				$14.18	$222.34
2023-2024	0006			5/1/2023				$4.40	$68.99
2023-2024	0012			5/1/2023				$12.86	$201.64
2023-2024	0015			5/1/2023				$9.21	$144.41
2023-2024	0015	Pipeline		5/1/2023				$7.24	$113.52
2023-2024	0015	St Cloud	P	5/1/2023				$8.17	$128.11
2023-2024	0034			5/1/2023				$12.62	$197.88
2023-2024	0034	Mankato	P	5/1/2023				$6.50	$101.92
2023-2024	0455			5/1/2023				$12.65	$198.35
2023-2024	0455	Mankato	F	5/1/2023				$7.40	$116.03
2023-2024	0539			5/1/2023				$12.76	$200.08
2023-2024	0539	St Cloud	F	5/1/2023				$12.76	$200.08
2022-2023	0006			5/1/2022				$4.40	$68.99
2022-2023	0012			5/1/2022				$12.86	$201.64
2022-2023	0015			5/1/2022				$9.21	$144.41
2022-2023	0015	Pipeline		5/1/2022				$7.24	$113.52
2022-2023	0015	St Cloud	P	5/1/2022				$7.74	$121.36
2022-2023	0034			5/1/2022				$12.25	$192.08
2022-2023	0034	Mankato	P	5/1/2022				$6.00	$94.08
2022-2023	0455			5/1/2022				$12.65	$198.35
2022-2023	0455	Mankato	F	5/1/2022				$7.40	$116.03
2022-2023	0539			5/1/2022				$12.76	$200.08

Fiscal Year	Local	Area	Trade	Effective Date	Retiree Date	Pivot Date	Pivot Hours	Contribution Rate	Benefit Rate
2022-2023	0539	St Cloud	F	5/1/2022				$12.76	$200.08
2021-2022	0006			5/1/2021				$3.40	$53.31
2021-2022	0012			5/1/2021				$11.69	$183.30
2021-2022	0015			5/1/2021				$8.45	$132.50
2021-2022	0015	Pipeline		5/1/2021				$6.55	$102.70
2021-2022	0015	St Cloud	P	5/1/2021				$7.00	$109.76
2021-2022	0034			5/1/2021				$12.25	$192.08
2021-2022	0034	Mankato	P	5/1/2021				$6.00	$94.08
2021-2022	0455			5/1/2021				$12.65	$198.35
2021-2022	0455	Mankato	F	5/1/2021				$6.90	$108.19
2021-2022	0539			5/1/2021				$12.76	$200.08
2021-2022	0539	St Cloud	F	5/1/2021				$12.76	$200.08
2020-2021	0006			5/1/2020				$3.40	$53.31
2020-2021	0012			5/1/2020				$9.19	$144.10
2020-2021	0015			5/1/2020				$7.45	$116.82
2020-2021	0015	Pipeline		5/1/2020				$5.86	$91.88
2020-2021	0015	St Cloud	P	5/1/2020				$6.26	$98.16
2020-2021	0034			5/1/2020				$9.75	$152.88
2020-2021	0034	Mankato	P	5/1/2020				$4.06	$63.66
2020-2021	0455			5/1/2020				$9.15	$143.47
2020-2021	0455	Mankato	F	5/1/2020				$4.93	$77.30
2020-2021	0539			5/1/2020				$11.67	$182.99
2020-2021	0539	St Cloud	F	5/1/2020				$11.67	$182.99
2019-2020	0006			5/1/2019				$2.35	$69.65
2019-2020	0012			5/1/2019				$9.19	$272.02
2019-2020	0015			5/1/2019				$6.00	$185.59
2019-2020	0015	Pipeline		5/1/2019				$6.57	$194.47
2019-2020	0015	St Cloud	P	5/1/2019				$5.52	$163.39
2019-2020	0034			5/1/2019				$8.75	$259.00
2019-2020	0034	Mankato	P	5/1/2019				$4.06	$120.18
2019-2020	0455			5/1/2019				$9.15	$270.84
2019-2020	0455	Mankato	F	5/1/2019				$4.93	$145.93
2019-2020	0539			5/1/2019				$9.17	$271.43
2019-2020	0539	St Cloud	P	5/1/2019				$9.17	$271.43
2018-2019	0006			5/1/2018				$2.35	$69.65
2018-2019	0012			5/1/2018				$8.94	$264.62
2018-2019	0015			5/1/2018				$6.27	$185.59
2018-2019	0015	Pipeline		5/1/2018				$5.17	$153.03
2018-2019	0015	St Cloud	P	5/1/2018				$5.52	$163.39
2018-2019	0034			5/1/2018				$8.50	$251.60
2018-2019	0455			5/1/2018				$9.15	$270.84
2018-2019	0539			5/1/2018				$9.17	$271.43
2018-2019	0539	St Cloud	F	5/1/2018				$9.17	$271.43
2018-2019	0561		F	5/1/2018				$4.93	$145.93
2018-2019	0561		P	5/1/2018				$3.86	$114.26

Fiscal Year	Local	Area	Trade	Effective Date	Retiree Date	Pivot Date	Pivot Hours	Contribution Rate	Benefit Rate
2017-2018	0006			5/1/2017				$1.35	$39.96
2017-2018	0012			5/1/2017				$8.69	$257.22
2017-2018	0015			5/1/2017				$5.52	$163.39
2017-2018	0015	Pipeline		5/1/2017				$4.67	$138.23
2017-2018	0015	St Cloud	P	5/1/2017				$5.52	$163.39
2017-2018	0034			5/1/2017				$8.00	$236.80
2017-2018	0034	Mankato	P	5/1/2017				$3.86	$114.26
2017-2018	0455			5/1/2017				$9.15	$270.84
2017-2018	0455	Mankato	F	5/1/2017				$4.43	$131.13
2017-2018	0539			5/1/2017				$9.17	$271.43
2017-2018	0539	St Cloud	F	5/1/2017				$9.17	$271.43
2016-2017	0006			5/1/2016				$0.00	$0.00
2016-2017	0012			5/1/2016				$7.90	$257.22
2016-2017	0015			5/1/2016				$4.52	$147.17
2016-2017	0015	Pipeline		5/1/2016				$3.90	$126.98
2016-2017	0015	St Cloud	P	5/1/2016				$4.52	$147.17
2016-2017	0034			5/1/2016				$7.00	$227.92
2016-2017	0034	Mankato	P	5/1/2016				$3.51	$114.29
2016-2017	0455			5/1/2016				$8.32	$270.90
2016-2017	0455	Mankato	F	5/1/2016				$4.03	$131.22
2016-2017	0539			5/1/2016				$8.34	$271.55
2016-2017	0539	St Cloud	F	5/1/2016				$8.34	$271.55
2015-2016	0006			5/1/2015				$0.00	$0.00
2015-2016	0012			5/1/2015				$7.40	$240.94
2015-2016	0015			5/1/2015				$3.52	$114.61
2015-2016	0015	Pipeline		5/1/2015				$3.60	$117.22
2015-2016	0015	St Cloud	P	5/1/2015				$3.92	$127.64
2015-2016	0034			5/1/2015				$6.50	$211.64
2015-2016	0034	Mankato	P	5/1/2015				$3.01	$98.01
2015-2016	0455			5/1/2015				$7.57	$246.48
2015-2016	0455	Mankato	F	6/1/2015				$3.53	$114.94
2015-2016	0539			5/1/2015				$8.34	$271.55
2015-2016	0539	St Cloud	F	5/1/2015				$8.34	$271.55
2014-2015	0006			5/1/2014				$0.00	$0.00
2014-2015	0012			5/1/2014				$6.90	$224.66
2014-2015	0015			5/1/2014				$3.22	$104.84
2014-2015	0015	Pipeline		5/1/2014				$3.00	$97.68
2014-2015	0015	St Cloud	P	5/1/2014				$3.67	$119.50
2014-2015	0034			5/1/2014				$6.50	$211.64
2014-2015	0034	Mankato	P	5/1/2014				$2.51	$81.73
2014-2015	0455			5/1/2014				$7.37	$239.97
2014-2015	0455	Mankato	F	5/1/2014				$3.03	$98.66
2014-2015	0539			5/1/2014				$7.89	$256.90

Fiscal Year	Local	Area	Trade	Effective Date	Retiree Date	Pivot Date	Pivot Hours	Contribution Rate	Benefit Rate
2014-2015	0539	St Cloud	F	5/1/2014				$7.89	$256.90
2013-2014	0006			5/1/2013				$0.00	$0.00
2013-2014	0012			5/1/2013				$6.90	$224.66
2013-2014	0015			5/1/2013				$3.22	$104.84
2013-2014	0015	Pipeline		5/1/2013				$3.00	$97.68
2013-2014	0015	St Cloud	P	5/1/2013				$3.67	$119.50
2013-2014	0034			5/1/2013				$6.50	$211.64
2013-2014	0034	Mankato	P	5/1/2013				$2.31	$75.21
2013-2014	0455			5/1/2013				$7.27	$236.71
2013-2014	0455	Mankato	F	5/1/2013				$2.83	$92.14
2013-2014	0539			5/1/2013				$7.16	$233.13
2013-2014	0539	St Cloud	F	5/1/2013				$7.16	$233.13
2012-2013	0006			5/1/2012				$0.00	$0.00
2012-2013	0012			5/1/2012				$6.65	$216.52
2012-2013	0015			5/1/2012				$3.22	$104.84
2012-2013	0015	Pipeline		5/1/2012				$2.76	$89.87
2012-2013	0015	St Cloud	P	5/1/2012				$3.67	$119.50
2012-2013	0034			5/1/2012				$6.50	$211.64
2012-2013	0034	Mankato	P	5/1/2012				$2.31	$75.21
2012-2013	0455			5/1/2012				$7.22	$235.08
2012-2013	0455	Mankato	F	5/1/2012				$2.83	$92.14
2012-2013	0539			5/1/2012				$7.16	$233.13
2012-2013	0539	St Cloud	F	5/1/2012				$7.16	$233.13
2011-2012	0006			5/1/2011				$0.00	$0.00
2011-2012	0012			5/1/2011				$6.15	$200.24
2011-2012	0015			5/1/2011				$3.22	$104.84
2011-2012	0015	Pipeline		5/1/2011				$2.76	$89.87
2011-2012	0015	St Cloud	P	5/1/2011				$3.22	$104.84
2011-2012	0034			5/1/2011				$6.50	$211.64
2011-2012	0034	Mankato	P	5/1/2011				$2.31	$75.21
2011-2012	0455			5/1/2011				$7.22	$235.08
2011-2012	0455	Mankato	F	5/1/2011				$2.83	$92.14
2011-2012	0539			5/1/2011				$6.71	$218.48
2011-2012	0539	St Cloud	F	5/1/2011				$6.71	$218.48
2010-2011	0006			5/1/2010				$0.00	$0.00
2010-2011	0012			5/1/2010				$5.80	$200.16
2010-2011	0015			5/1/2010				$3.04	$104.91
2010-2011	0015	Pipeline		5/1/2010				$2.60	$89.73
2010-2011	0015	St Cloud	P	5/1/2010				$3.04	$104.91
2010-2011	0034			5/1/2010				$6.13	$211.55
2010-2011	0034	Mankato	P	5/1/2010				$2.18	$75.23
2010-2011	0455			5/1/2010				$6.81	$235.01
2010-2011	0455	Mankato	F	5/1/2010				$2.67	$92.14

Fiscal Year	Local	Area	Trade	Effective Date	Retiree Date	Pivot Date	Pivot Hours	Contribution Rate	Benefit Rate
2010-2011	0539			5/1/2010				$6.33	$218.45
2010-2011	0539	St Cloud	F	5/1/2010				$6.33	$218.45
2009-2010	0006			5/1/2009				$0.00	$0.00
2009-2010	0012			5/1/2009				$5.16	$201.24
2009-2010	0015			5/1/2009				$2.69	$104.91
2009-2010	0015	Pipeline		5/1/2009				$2.30	$89.70
2009-2010	0015	St Cloud	P	5/1/2009				$2.69	$104.91
2009-2010	0034			5/1/2009				$5.44	$212.16
2009-2010	0034	Mankato	P	11/1/2009	11/1/2009			$1.93	$70.59
2009-2010	0455			5/1/2009				$6.03	$235.17
2009-2010	0455	Mankato	F	11/1/2009	11/1/2009			$2.36	$86.19
2009-2010	0539			5/1/2009				$5.60	$218.40
2009-2010	0539	St Cloud	F	5/1/2009				$5.60	$218.40
2008-2009	0006			5/1/2008				$0.00	$0.00
2008-2009	0012			5/1/2008				$4.49	$194.92
2008-2009	0015			5/1/2008				$2.34	$104.45
2008-2009	0015	Pipeline		5/1/2008				$2.00	$95.17
2008-2009	0015	St Cloud	P	5/1/2008				$2.34	$104.45
2008-2009	0034			5/1/2008				$4.73	$202.26
2008-2009	0034	Mankato	P	5/1/2008				$1.68	$66.10
2008-2009	0455			5/1/2008				$5.24	$218.12
2008-2009	0455	Mankato	F	5/1/2008				$2.05	$79.95
2008-2009	0539			5/1/2008				$4.87	$208.61
2008-2009	0539	St Cloud	F	5/1/2008				$4.87	$208.61
2007-2008	0012			5/1/2007				$3.99	$174.50
2007-2008	0015			5/1/2007				$2.33	$104.45
2007-2008	0015	Pipeline		5/1/2007				$1.61	$79.34
2007-2008	0015	St Cloud	P	5/1/2007				$2.33	$104.45
2007-2008	0034			5/1/2007				$4.12	$177.26
2007-2008	0034	Mankato	P	5/1/2007				$1.43	$56.10
2007-2008	0455			5/1/2007				$4.99	$208.12
2007-2008	0455	Mankato	F	5/1/2007				$1.56	$59.95
2007-2008	0539			5/1/2007				$4.14	$178.61
2007-2008	0539	St Cloud	F	5/1/2007				$4.14	$178.61
2006-2007	0012			5/1/2006				$3.66	$174.50
2006-2007	0015			5/1/2006				$2.14	$104.45
2006-2007	0015	Pipeline		5/1/2006				$1.48	$79.34
2006-2007	0015	St Cloud	P	5/1/2006				$2.14	$104.45
2006-2007	0034			5/1/2006				$3.78	$177.26
2006-2007	0034	Mankato	P	5/1/2006				$1.31	$56.10
2006-2007	0455			5/1/2006				$4.58	$208.12
2006-2007	0455	Mankato	F	5/1/2006				$1.43	$59.95
2006-2007	0539			5/1/2006				$3.80	$178.61

Fiscal Year	Local	Area	Trade	Effective Date	Retiree Date	Pivot Date	Pivot Hours	Contribution Rate	Benefit Rate
2006-2007	0539	St Cloud	F	5/1/2006				$3.80	$178.61
2005-2006	0012			5/1/2005				$3.36	$174.50
2005-2006	0015			5/1/2005				$1.96	$104.45
2005-2006	0015	Pipeline		5/1/2005				$1.36	$79.34
2005-2006	0015	St Cloud	P	5/1/2005				$1.96	$104.45
2005-2006	0034			5/1/2005				$3.47	$177.26
2005-2006	0034	Mankato	P	5/1/2005				$1.20	$56.10
2005-2006	0455			5/1/2005				$4.20	$208.12
2005-2006	0455	Mankato	F	5/1/2005				$1.31	$59.95
2005-2006	0539			5/1/2005				$3.55	$178.61
2005-2006	0539	St Cloud	F	5/1/2005				$3.55	$178.61
2004-2005	0012			5/1/2004				$3.08	$174.50
2004-2005	0015			5/1/2004				$1.80	$104.45
2004-2005	0015	Pipeline		5/1/2004				$1.25	$79.34
2004-2005	0015	St Cloud	P	5/1/2004				$1.80	$104.45
2004-2005	0034			5/1/2004				$3.18	$177.26
2004-2005	0034	Mankato	P	5/1/2004				$1.10	$56.10
2004-2005	0455			5/1/2004				$3.85	$208.12
2004-2005	0455	Mankato	F	5/1/2004				$1.20	$59.95
2004-2005	0539			5/1/2004				$3.20	$178.61
2004-2005	0539	St Cloud	F	5/1/2004				$3.20	$178.61
2003-2004	0012			5/1/2003				$3.08	$174.50
2003-2004	0015			5/1/2003				$1.80	$104.45
2003-2004	001 5	Pipeline		5/1/2003				$1.25	$79.34
2003-2004	0015	St Cloud	P	5/1/2003				$1.80	$104.45
2003-2004	0034			5/1/2003				$3.18	$177.26
2003-2004	0034	Mankato	P	5/1/2003				$1.10	$56.10
2003-2004	0455			5/1/2003				$3.85	$208.12
2003-2004	0455	Mankato	F	5/1/2003				$1.20	$59.95
2003-2004	0539			5/1/2003				$3.40	$178.61
2003-2004	0539	St Cloud	F	5/1/2003				$3.40	$178.61
2002-2003	0012			5/1/2002				$3.08	$174.50
2002-2003	0015			5/1/2002				$1.60	$96.76
2002-2003	0015	Pipeline		5/1/2002				$1.25	$79.34
2002-2003	0015	St Cloud	P	5/1/2002				$1.60	$96.76
2002-2003	0034			5/1/2002				$2.92	$167.26
2002-2003	0034	Mankato		5/1/2002				$1.10	$56.10
2002-2003	0455			11/1/200 2	12/1/2002	12/1/2002	1	$3.33	$182.16
2002-2003	0455	Mankato		5/1/2002				$1.10	$56.10
2002-2003	0539			5/1/2002				$2.75	$161.45
2002-2003	0539	St Cloud	F	5/1/2002				$2.75	$161.45
2001-2002	0012			2/1/2002	2/1/2002	5/1/2001	600	$2.58	$150.69

Fiscal Year	Local	Area	Trade	Effective Date	Retiree Date	Pivot Date	Pivot Hours	Contribution Rate	Benefit Rate
2001-2002	0015			2/1/2002	2/1/2002	5/1/2001	600	$1.50	$92.00
2001-2002	0015	Pipeline		2/1/2002	2/1/2002	5/1/2001	600	$1.25	$79.34
2001-2002	0015	St Cloud	P	2/1/2002	2/1/2002	5/1/2001	600	$1.50	$92.00
2001-2002	0034			2/1/2002	2/1/2002	5/1/2001	600	$2.72	$157.74
2001-2002	0034	Mankato	P	2/1/2002	2/1/2002	5/1/2001	600	$1.00	$51.34
2001-2002	045 5			2/1/2002	2/1/2002	5/1/2001	600	$3.08	$176.22
2001-2002	0455	Mankato	F	2/1/2002	2/1/2002	5/1/2001	600	$1.00	$51.34
2001-2002	0539			2/1/2002	2/1/2002	5/1/2001	600	$2.75	$161.45
2001-2002	0539	St Cloud	F	2/1/2002	2/1/2002	5/1/2001	600	$2.75	$161.45
2000-2001	0012			2/1/2001	2/1/2001	5/1/2000	600	$2.23	$132.52
2000-2001	0015			2/1/2001	2/1/2001	5/1/2000	600	$1.40	$86.32
2000-2001	0015	Pipeline		2/1/2001	2/1/2001	5/1/2000	600	$1.25	$78.55
2000-2001	0015	St Cloud	P	2/1/2001	2/1/2001	5/1/2000	600	$1.40	$86.32
2000-2001	0034			2/1/2001	2/1/2001	5/1/2000	600	$2.40	$140.93
2000-2001	0034	Mankato	P	2/1/2001	2/1/2001	5/1/2000	600	$0.71	$36.91
2000-2001	0455			2/1/2001	2/1/2001	5/1/2000	600	$2.58	$150.66
2000-2001	0455	Mankato	F	2/1/2001	2/1/2001	5/1/2000	600	$0.78	$40.35
2000-2001	0539			2/1/2001	2/1/2001	5/1/2000	600	$2.55	$150.33
2000-2001	0539	St Cloud	F	2/1/2001	2/1/2001	5/1/2000	600	$2.55	$150.33
1999-2000	0012			2/1/2000	2/1/2000	5/1/1999	600	$2.18	$125.84
1999-2000	0015			2/1/2000	2/1/2000	5/1/1999	600	$1.35	$81.14
1999-2000	0015	Pipeline		2/1/2000	2/1/2000	5/1/1999	600	$1.25	$76.00
1999-2000	0015	St Cloud	P	2/1/2000	2/1/2000	5/1/1999	600	$1.35	$81.14
1999-2000	0034			2/1/2000	2/1/2000	5/1/1999	600	$2.19	$126.36
1999-2000	0034	Mankato	P	2/1/2000	2/1/2000	5/1/1999	600	$0.50	$25.71
1999-2000	0455			2/1/2000	2/1/2000	5/1/1999	600	$2.33	$133.88
1999-2000	0455	Mankato		2/1/2000	2/1/2000	5/1/1999	600	$0.50	$25.71
1999-2000	0539			2/1/2000	2/1/2000	5/1/1999	600	$2.44	$140.22
1999-2000	0539	St Cloud	F	2/1/2000	2/1/2000	5/1/1999	600	$2.44	$140.22
1998-1999	001 2			5/1/1998	2/1/1999			$1.98	$107.00
1998-1999	0015			5/1/1998	2/1/1999			$1.35	$75.13
1998-1999	0308			5/1/1998	2/1/1999			$2.29	$122.69
1998-1999	0034			5/1/1998	2/1/1999			$1.98	$107.00
1998-1999	0455			5/1/1998	2/1/1999			$2.08	$112.06
1998-1999	0539			5/1/1998	2/1/1999			$2.29	$122.69
1998-1999	0308	St Cloud		5/1/1998	2/1/1999			$2.29	$122.69
1997-1998	0012			5/1/1997				$1.88	$100.71
1997-1998	0015			5/1/1997				$1.15	$65.95
1997-1998	0034			5/1/1997				$1.63	$88.80
1997-1998	0455			5/1/1997				$1.88	$100.71
1997-1998	0539			5/1/1997				$2.09	$110.71
1997-1998	0308	St Cloud		5/1/1997				$1.75	$94.52

Fiscal Year	Local	Area	Trade	Effective Date	Retiree Date	Pivot Date	Pivot Hours	Contribution Rate	Benefit Rate
1996-1997	0000			5/1/1996				$1.25	$76.90
1996-1997	0015			5/1/1996				$1.00	$65.00
1996-1997	0455			5/1/1996				$1.50	$88.80
1996-1997	0539			5/1/1996				$1.75	$100.70
1995-1996	0000			5/1/1995				$1.25	$76.90
1995-1996	0015			5/1/1995				$1.00	$65.00
1994-1995	0000			4/1/1994				$1.00	$65.00
1993-1994	0000			12/1/1995	1/1/1996				$65.00
1993-1994	0012			5/1/2015	5/1/2015	5/1/2014	600		$51.00
1992-1993	0000			12/1/1995	1/1/1996				$65.00
1992-1993	0012			5/1/2015	5/1/2015	5/1/2014	600		$51.00
1991-1992	000 0			12/1/1988	1/1/1988	1/1/1987	600		$51.00
1991-1992	0012			5/1/2015	5/1/2015	5/1/2014	600		$51.00
1990-1991	0000			12/1/1988	1/1/1988	1/1/1987	600		$51.00
1989-1990	0000			12/1/1988	1/1/1988	1/1/1987	600		$51.00
1988-1989	0000			12/1/1988	1/1/1988	1/1/1987	600		$51.00
1987-1988	0000			12/1/1988	1/1/1988	1/1/1987	600		$51.00
1986-1987	0000			12/1/1988	1/1/1988	1/1/1987	600		$51.00
1985-1986	0000			12/1/1988	1/1/1988	1/1/1987	600		$51.00
1984-1985	0000			12/1/1988	1/1/1988	1/1/1987	600		$51.00
1983-1984	0000			12/1/1988	1/1/1988	1/1/1987	600		$51.00
1982-1983	0000			12/1/1988	1/1/1988	1/1/1987	600		$51.00
1981-1982	0000			12/1/1989	5/1/1989	1/1/1987	600		$51.00
1980-1981	0000			12/1/1988	1/1/1988	1/1/1987	600		$51.00
1979-1980	0000			12/1/1989	5/1/1989	1/1/1987	600		$51.00
1979-1980	0015			12/1/1989	5/1/1989	1/1/1987	600		$55.00
1978-1979	0000			12/1/1989	5/1/1989	1/1/1987	600		$51.00
1977-1978	0000			12/1/1989	5/1/1989	1/1/1987	600		$51.00
1976-1977	0000			12/1/1991	5/1/1991	1/1/1989	600		$51.00
1975-1976	0000			12/1/1991	5/1/1991	1/1/1989	600		$51.00
1974-1975	0000			12/1/1991	5/1/1991	1/1/1989	600		$51.00
1973-1974	0000			1/1/2002	1/1/2002	1/1/2002	600		$51.00
1972-1973	0000			1/1/2002	1/1/2002	1/1/2002	600		$51.00
1971-1972	0000			1/1/2002	1/1/2002	1/1/2002	600		$51.00
1970-1971	0000			1/1/2002	1/1/2002	1/1/2002	600		$51.00
1969-1970	000 0			1/1/2002	1/1/2002	1/1/2002	600		$51.00
1968-1969	0000			1/1/2002	1/1/2002	1/1/2002	600		$51.00
1967-1968	0000			1/1/2002	1/1/2002	1/1/2002	600		$51.00
1966-1967	0000			5/1/1965	5/1/1965				$2.75
1965-1966	0000			5/1/1965	5/1/1965				$2.75
1964-1965	0000			5/1/1965	5/1/1965				$2.75
1963-1964	0000			5/1/1965	5/1/1965				$2.75

Fiscal Year	Local	Area	Trade	Effective Date	Retiree Date	Pivot Date	Pivot Hours	Contribution Rate	Benefit Rate
1962-1963	0000			5/1/1965	5/1/1965				$2.75
1961-1962	0000			5/1/1965	5/1/1965				$2.75
1960-1961	0000			5/1/1965	5/1/1965				$2.75
PAST	0000								$1.50
PAST	0012								$15.00

Appendix B

Example of Active Participant's Accrual of SIP Benefits

Background. The example in this Appendix B is intended to demonstrate how SIP Benefits are accrued under the Pension Fund. If Mike, the hypothetical participant, accrued Legacy Benefits prior to April 1, 2020, his Legacy Benefits will not be affected in any way by his accrual of SIP Benefits.

The SIP Benefits that Mike accrues on and after April 1, 2020, are in addition to any Legacy Benefits he accrued prior to April 1, 2020.

Assume Mike earns Pension Credits by working in Covered Employment and his Employer contributes $11.65 per hour to the Pension Fund on his behalf.[1]

YEAR 1

April 1, 2020 – March 31, 2021

In Year 1, Mike works 2,000 hours in Covered Employment and earned 1.1 Pension Credits.

SIP Accrual	=	**$200.9392** ((15.68 x $11.65) multiplied by 1.1 (Pension Credits))
SIP Investment Return	=	**Not applicable** for Year 1 because SIP Unit Value set at $10.0000
SIP Unit Value	=	Set at **$10.0000** for Year 1
SIP Units Accrued in Year 1	=	**20.0939** ($200.9392 (SIP Accrual) divided by $10.0000 (SIP Unit Value))

In Year 1, Mike has accrued 20.0939 SIP Units each with a SIP Unit Value of $10.0000. The first adjustment to the SIP Unit Value based on how well the Pension Fund's investments have performed (i.e., the SIP Investment Return (defined in Section 15(GG)) will not occur until April 1, 2022.

Although the *value* of the SIP Units Mike has accrued in Year 1 will change on April 1, 2022, the *number* of SIP Units Mike earned in Year 1, and will earn each subsequent year, are his accrued benefit and will not change.

[EXAMPLE CONTINUES ON FOLLOWING PAGE]

[1] The example provided in this Appendix B is for illustrative purposes only.

YEAR 2

April 1, 2021 – March 31, 2022

In Year 2, Mike worked 1,580 hours in Covered Employment and earned 0.8 Pension Credits.

SIP Accrual	=	**$146.1376** ((15.68 x $11.65) multiplied by 0.8 (Pension Credits))
SIP Investment Return	=	**Not applicable** for Year 2 because SIP Unit Value set at $10.0000
SIP Unit Value	=	Set at **$10.0000** for Year 2
SIP Units Accrued in Year 2	=	**14.6138** ($146.1376 (SIP Accrual Rate) divided by $10.0000 (SIP Unit Value))

In Year 2, Mike has accrued an additional 14.6138 SIP Units for a total of 34.7077 SIP Units (14.6138 (accrued in Year 2) + 20.0939 (accrued Year 1)). Again, the SIP Unit Value remains at $10.0000 for Year 2, but the SIP Unit Value will be adjusted in Year 3 (Plan Year beginning April 1, 2022) based on the SIP Investment Return for the Reference Fiscal Year ending April 30, 2021. The purpose of this delay between when the Reference Fiscal Year ends and the date of the adjustment to the SIP Unit Value is to allow for the determination of the SIP Investment Return using the audited financials of the Pension Fund.

Note. If Mike retired on April 1, 2022, the monthly payment amount for his SIP Benefits would be based on the SIP Unit Value as of his retirement date using the SIP Investment Return for the Reference Fiscal Year ending April 30, 2021.

YEAR 3

April 1, 2022 – March 31, 2023

In Year 3, Mike worked 2,460 hours in Covered Employment and earned 1.3 Pension Credits.

SIP Accrual	=	**$237.4736** ((15.68 x $11.65) multiplied by 1.3 (Pension Credits))
SIP Investment Return	=	**24.10%** (for Reference Fiscal Year ending April 30, 2021)
SIP Unit Value	=	**$10.65** ($10.0000 x 1.065) ((1 + 24.10%) divided by (1 + 4.50%), capped at 1.0650[2])
SIP Units Accrued in Year 3	=	**22.2980** ($237.4736 (SIP Accrual) divided by $10.6500 (SIP Unit Value))

In Year 3, Mike has accrued an additional 22.2980 SIP Units for a total of 57.0057 SIP Units (22.2980 (accrued in Year 3) + 34.7077 (accrued through Year 2)). Here, the SIP Unit Value has increased by 6.50% to $10.6500 because the SIP Investment Return exceeded the Hurdle Rate of 4.50%.

[2] The quotient of (1 + 24.10%) divided by (1 + 4.50%) is rounded to the fourth decimal place to 1.1876 (and then capped at 1.0650) before it is multiplied by the SIP Unit Value for the prior Plan Year ($10.0000).

Note. The SIP Unit Value is only increased by 6.5% (1.065) because that is the cap on the annual percentage increase to the SIP Unit Value under the Fund. See Subsection 3(C)(2)(d) ("Limitations on the Annual Adjustment to SIP Unit Value") for additional information.

YEAR 4
April 1, 2023 – March 31, 2024

In Year 4, Mike worked 1,850 hours in Covered Employment and earned 1.0 Pension Credits.

SIP Accrual	=	**$182.6720** ((15.68 x $11.65) multiplied by 1.0 (Pension Credits))
SIP Investment Return	=	**-9.60%** (for Reference Fiscal Year ending April 30, 2022)
SIP Unit Value	=	**$9.2133** ($10.65 x ((1 – 9.60%) divided by (1 + 4.50%))
SIP Units Accrued in Year 4	=	**19.8270** ($182.672 (SIP Accrual) divided by $9.2133 (SIP Unit Value))

In Year 4, Mike has accrued an additional 19.8270 SIP Units for a total of 76.8327 SIP Units (19.8270 (accrued in Year 4) + 57.0057 (accrued through Year 3)). Here, the SIP Unit Value has decreased by 13.49% to $9.2133 because the SIP Investment Return was less than the Hurdle Rate of 4.50%.

YEAR 5
April 1, 2024 – March 31, 2025

In Year 5, Mike worked 1,740 hours in Covered Employment and earned 0.9 Pension Credits.

SIP Accrual	=	**$164.4048** ((15.68 x $11.65) multiplied by 0.9 (Pension Credits))
Assumed SIP Investment Return	=	**4.76%** (for Reference Fiscal Year ending April 30, 2023)
SIP Unit Value	=	**$9.2363** ($9.2133 x ((1 + 4.76%) divided by (1 + 4.50%))
SIP Units Accrued in Year 4	=	**17.7999** ($164.4048 (SIP Accrual) divided by $9.2363 (SIP Unit Value))

In Year 5, Mike has accrued an additional 17.7999 SIP Units for a total of 94.6326 SIP Units (17.7999 (accrued in Year 5) + 76.8327 (accrued through Year 4)). Here, the SIP Unit Value increased by 0.25% because the SIP Investment Return was more than the Hurdle Rate of 4.50%.

Appendix C

Example of Retiree's SIP Benefit Payments

Background. In this example, we will continue to build upon the example provided in Appendix B ("Example of Active Participant's Accrual of SIP Benefits") and assume that Mike has retired on April 1, 2025.[1] We will assume that Mike has accrued 94.6326 SIP Units at age 60, his Unreduced Retirement Age. If Mike had retired prior to age 60, his benefit amount would have been reduced.

YEAR 6

April 1, 2025 – March 31, 2026

In Year 6, Mike, who retired on April 1, 2025, does not work any hours in Covered Employment and does not accrue any additional SIP Units.

SIP Unit Value as of March 31, 2025	=	**$9.2363**
SIP Investment Return	=	**9.90%** (for Reference Fiscal Year ending April 30, 2024)
SIP Unit Value as of April 1, 2025	=	**$9.7138** ($9.2363 x ((1 + 6.85%) divided by (1 + 4.50%)))
SIP Benefit Payment	=	**$919.24** (94.6326 (SIP Units) x $9.7138 (SIP Unit Value))[2]
High-Water Mark Benefit*	=	**$919.24**

In Year 6, the SIP Unit Value increased by 5.17% to $9.7138 from $9.2363 (the SIP Unit Value for the prior Plan Year). This increase occurred because the SIP Investment Return exceeded the Hurdle Rate of 4.50%.

* The term "**High-Water Mark Benefit**" means the largest monthly benefit amount a Participant has previously received. In Mike's first year of retirement, his monthly payment amount establishes the High-Water Mark Benefit. If Mike's monthly payment amount in subsequent years is less than $919.24, the Trustees have the discretion to make a SIP Retiree Payment equal to the difference between his High-Water Mark Benefit and what the monthly payment of his SIP Benefit would be otherwise.

[1] The example provided in this Appendix C is for illustrative purposes only.

[2] The monthly payment amounts for SIP Benefits in this Appendix C assume that Mike is receiving a Regular Pension in the form of a Single Life Annuity.

YEAR 7

April 1, 2026 – March 31, 2027

In Year 7, Mike works 500 hours in Covered Employment ($11.65 per hour Employer Contribution) and earns an additional 0.2 Pension Credits. Mike's payments are not suspended because he worked less than 560 hours (see Subsection 10(C)(2) ("Disqualifying Employment After Normal Retirement Age").

SIP Unit Value as of March 31, 2026	=	**$9.7138**
SIP Investment Return	=	**9.11%** (for Reference Fiscal Year ending April 30, 2025)
SIP Unit Value as of April 1, 2026	=	**$10.1422** ($9.7138 x ((1 + 9.11%) divided by (1 + 4.50%)))
SIP Accrual Rate	=	**$36.5344** ((15.68 x $11.65) multiplied by 0.2 (Pension Credits))
SIP Units accrued in Year 7	=	**3.6022** ($36.5344 (SIP Accrual Rate) divided by $10.1422 (SIP Unit Value))
SIP Benefit Payment	=	**$959.78** (94.6326 (SIP Units) x $10.1422 (SIP Unit Value))
High-Water Mark Benefit	=	**$959.78**

In Year 7, the SIP Unit Value increased by 4.41% to $10.1422 from $9.7138 (the SIP Unit Value for the prior Plan Year). Although Mike accrued 3.6022 additional SIP Units, he is not credited with the additional SIP Units until the first day of the next Plan Year (April 1, 2027). The increase to the SIP Unit Value occurred because the SIP Investment Return exceeded the Hurdle Rate of 4.50% and results in a new High-Water Mark Benefit for Mike of $959.78.

YEAR 8

April 1, 2027 – March 31, 2028

In Year 8, Mike does not work any hours in Covered Employment and does not accrue any additional SIP Units.

SIP Unit Value as of March 31, 2027	=	**$10.1422**
SIP Investment Return	=	**2.66%** (for Reference Fiscal Year ending April 30, 2026)
SIP Unit Value as of April 1, 2027	=	**$9.9637** ($10.1422 x ((1 + 2.66%) divided by (1 + 4.50%)))
SIP Units accrued as of April 1, 2027	=	**98.2348** (3.6022 (SIP Units accrued in Year 7) + 94.6326 (SIP Units accrued before Year 7))
Monthly payment for SIP Benefit	=	**$978.78** ((98.2348 (SIP Units) x $9.9637 (SIP Unit Value))

High-Water Mark Benefit	=	**$978.78**

In Year 8, Mike was credited with an additional 3.6022 SIP Units because of the hours he worked in Covered Employment in Year 7. Although the SIP Unit Value decreased by 1.76% because the SIP Investment Return was less than the Hurdle Rate of 4.50%, Mike's monthly payments for his SIP Benefits increased. This payment increase also increases his High-Water Mark Benefit to $978.78. Here, it was Mike's additional accrual of SIP Units that more than offset the decrease that would have occurred because of the lower SIP Unit Value.

YEAR 9

April 1, 2028 – March 31, 2029

In Year 9, Mike does not work any hours in Covered Employment and does not accrue any additional SIP Units.

SIP Unit Value as of March 31, 2028	=	**$9.9637**
SIP Investment Return	=	**4.03%** (for Reference Fiscal Year ending April 30, 2027)
SIP Unit Value as of April 1, 2028	=	**$9.9189** ($9.9637 x ((1 + 4.03%) divided by (1 + 4.5%)))
Monthly payment for SIP Benefit	=	**$974.38** ((98.2348 (SIP Units) x $9.9189 (SIP Unit Value))
High-Water Mark Benefit	=	**$978.78** (established in Year 8)
SIP Retiree Payment	=	**$4.40 per month** ($978.78 (High-Water Mark Benefit) minus $974.38 (Year 9 monthly payment))

In Year 9, Mike's monthly payment amount went down to $974.38 because of the 0.45% decrease to the SIP Unit Value. However, the Trustees, in their sole discretion, approved SIP Retiree Payments to make up the difference between the SIP Benefit and Mike's High-Water Mark Benefit set in Year 8.

YEAR 10

April 1, 2029 – March 31, 2030

In Year 10, Mike does not work any hours in Covered Employment and does not accrue any additional SIP Units.

SIP Unit Value as of March 31, 2029	=	$9.9189
SIP Investment Return	=	10.52% (for Reference Fiscal Year ending April 30, 2028)
SIP Unit Value as of April 1, 2029	=	$10.4902 ($9.9189 x ((1 + 10.52%) divided by (1 + 4.50%)))
Monthly payment for SIP Benefit	=	$1,030.50 ((98.2348 (SIP Units) x $10.4902 (SIP Unit Value))
High-Water Mark Benefit	=	$1,030.50 (established in Year 10)

In Year 10, Mike's monthly payment amount increased to $1,030.50 because of the 5.76% increase to the SIP Unit Value. This increase sets a new High-Water Mark Benefit for Mike. If SIP Retiree Payments are authorized by the Trustees, no SIP Retiree Payment will be payable to Mike because his SIP Benefit is now equal to his new High-Water Mark Benefit.

Appendix D

Historical SIP Information

Plan Year Ending	SIP Unit Value	Reference Fiscal Year Ending	SIP Investment Return
March 31, 2021	$10.0000	n/a	n/a
March 31, 2022	$10.0000	n/a	n/a
March 31, 2023	$10.6500	April 30, 2021	24.10%
March 31, 2024	$9.2133	April 30, 2022	-9.60%
March 31, 2025	$9.2363	April 30, 2023	4.76%
March 31, 2026	$9.7138	April 30, 2024	9.90%
March 31, 2027	$10.1422	April 30, 2024	9.11%