

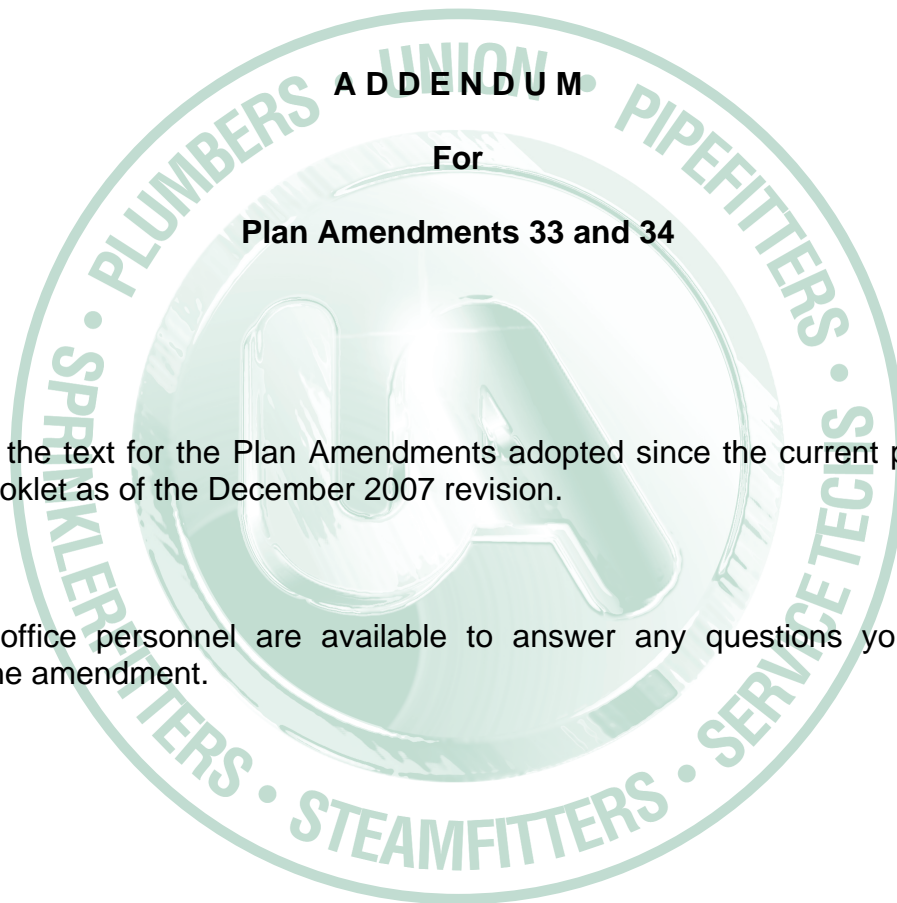
## **PLUMBERS & PIPEFITTERS NATIONAL PENSION FUND**

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ADMINISTRATOR: WILLIAM T. SWEENEY, JR.

(Form #82)



### **ADDENDUM**

**For**

### **Plan Amendments 33 and 34**

Attached is the text for the Plan Amendments adopted since the current publication of the Plan Booklet as of the December 2007 revision.

The Fund office personnel are available to answer any questions you may have regarding the amendment.

(Rev. 12/6/10)

TRUSTEES: WILLIAM P. HITE, PATRICK R. PERNO, STEPHEN F. KELLY, SMITTY G. BELCHER, ROBERT J. DURR, SR., MICHAEL W. GOSSMAN

**Effective for Limitation Years (as defined in Section 9.13(k) of the Plan) beginning on or after July 1, 2007, paragraph 1.08(d)(viii) is amended in its entirety and replaced with the following:**

- (viii) For purposes of determining the group of Highly Compensated Employees under this section, "compensation" means "compensation" as defined in Section 9.13(l) of the Plan.

**Effective for Plan Years beginning after December 31, 2007, amend Section 1.24 "Applicable Interest Rate" as follows:**

**Section 1.24. Applicable Interest Rate.**

The Applicable Interest Rate, in accordance with the Pension Protection Act of 2006, is based on the segment rates as computed under Internal Revenue Code Section 430(h)(2), but determined without regard to a 24 month average. The segment rates issued for the month of August (as published in September) preceding the Calendar Year that contains the Participant's annuity starting date shall be applied. However, for Calendar Years prior to January 1, 2012, these segment rates are blended with the applicable rate of Internal Revenue Code Section 417(e)(3)(A)(ii)(II) as in effect for Calendar Years beginning in 2007, where the blending ratio depends on the Calendar Year.

**Effective for Plan Years beginning after December 31, 2007, amend Section 1.25 "Applicable Mortality Table" as follows:**

**Section 1.25. Applicable Mortality Table.**

In accordance with the Pension Protection Act of 2006, the Applicable Mortality Table is based on the mortality table for the Calendar Year specified under subparagraph (A) of Internal Revenue Code Section 430(h)(3).

The following Section 4.04(d) is added:

- (d) *Special Rules under Funding Improvement Plan*
  - (i) On April 5, 2010, the Trustees adopted a Funding Improvement Plan (FIP) as required by the Pension Protection Act. Under the FIP, to maintain the applicable benefit level as set forth in Section 4.04(a) and (b), the applicable Contribution Rate in the applicable Collective Bargaining Agreement or Participation Agreement must be increased as follows:
    - (A) a 15% increase implemented by January 1, 2011, followed by a 5% increase that must be implemented by January 1, 2012; or
    - (B) a 20% increase implemented on or before January 1, 2011.

If one of these increases is not implemented under the applicable Collective Bargaining Agreement on or before January 1, 2012, one of the following levels must be reached under the Collective Bargaining Agreement:

- (C) a 23% increase must be implemented on or before January 2, 2012; or
- (D) a 25% increase must be implemented on or before July 1, 2012.

The additional 3% or 5% will not count towards benefit accruals but all other hourly amounts under (i)-(iv) will count towards the amount of benefit accruals under the applicable provisions of Section 4.04(a) and (b).

The base for this Contribution Rate increase will be the rate in effect on July 1, 2009; however, if the applicable Contribution Rate had been previously increased as provided in Section 4.04(c)(iv), the base will be set at the Contribution Rate in effect on January 1, 2008 and increases after that date will be counted for purposes of this subsection.

- (ii) The dates set forth in (i) above are the dates as of which the applicable Contribution Rate increase must be implemented under the applicable Collective Bargaining Agreement or Participation Agreement. However, in order to avoid the default schedule set forth in (iii) below, one of the above increases in Contribution Rates must be adopted under the applicable Collective Bargaining Agreement or Participation Agreement within 180 days of receipt by the bargaining parties of the availability of (A)-(D) above, or if later, 180 days after expiration of the applicable Collective Bargaining Agreement in effect on July 1, 2009. Under no circumstances, however, may this adoption date be later than July 1, 2012.
- (iii) If a sufficient increase in the applicable Contribution Rate is not adopted and implemented under the applicable Collective Bargaining or Participation Agreement within the applicable time frames as set forth in (i) and (ii), the benefits accrued for Hours of Work under that Agreement after July 1, 2012 will be reduced to the applicable default level (25% of the applicable level in effect as of June 30, 2012). In determining benefit levels, such Hours of Work will be treated hereunder as having been earned at a separate Contribution Rate under a separate Collective Bargaining Agreement or Participation Agreement. The following Schedule E sets forth the FIP default monthly Normal Pension amounts for the schedule set forth in Section 4.04(a) (Schedule B).

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SCHEDULE E  
SCHEDULE OF BENEFITS FOR CREDIT EARNED 7/1/2012 AND LATER UNDER  
AGREEMENTS THAT WERE PREVIOUSLY UNDER SCHEDULE B.

Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit	Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit
\$ 0.10	\$ 0.25	\$ 2.10	\$ 4.17
0.15	0.38	2.15	4.24
0.20	0.50	2.20	4.32
0.25	0.63	2.25	4.39
0.30	0.75	2.30	4.46
0.35	0.88	2.35	4.52
0.40	1.00	2.40	4.59
0.45	1.12	2.45	4.66
0.50	1.25	2.50	4.73
0.55	1.38	2.55	4.79
0.60	1.47	2.60	4.86
0.65	1.58	2.65	4.93
0.70	1.67	2.70	5.00
0.75	1.78	2.75	5.07
0.80	1.88	2.80	5.14
0.85	1.99	2.85	5.20
0.90	2.09	2.90	5.27
0.95	2.19	2.95	5.34
1.00	2.29	3.00	5.41
1.05	2.39	3.05	5.47
1.10	2.49	3.10	5.54
1.15	2.57	3.15	5.61
1.20	2.67	3.20	5.68
1.25	2.76	3.25	5.75
1.30	2.85	3.30	5.82
1.35	2.94	3.35	5.88
1.40	3.02	3.40	5.94
1.45	3.12	3.45	6.00
1.50	3.20	3.50	6.07
1.55	3.29	3.55	6.13
1.60	3.38	3.60	6.19
1.65	3.47	3.65	6.25
1.70	3.55	3.70	6.32
1.75	3.62	3.75	6.38
1.80	3.70	3.80	6.44
1.85	3.78	3.85	6.50
1.90	3.86	3.90	6.57

Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit	Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit
1.95	3.93	3.95	6.63
2.00	4.01	4.00	6.69
2.05	4.09	4.01 & above	0.09375% of Cont. > \$4.00

These lifetime monthly benefits, plus an additional lifetime monthly benefit equal to 0.09375% of all contributions above \$4.00, represent the standard benefit for a year of pension credit payable at or above age 62.

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The following Schedule F sets forth the FIP default monthly Normal Pension amounts for the schedule set forth in Section 4.04(b)(i) (Schedule C).

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SCHEDULE F  
SCHEDULE OF BENEFITS FOR CREDIT EARNED 7/1/2012 AND LATER UNDER  
AGREEMENTS THAT WERE PREVIOUSLY UNDER SCHEDULE C

Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit	Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit
\$ 0.13	\$ 0.52	\$ 2.60	\$ 8.27
0.15	0.60	2.65	8.32
0.20	0.80	2.70	8.51
0.25	1.00	2.75	8.64
0.30	1.21	2.80	8.75
0.35	1.40	2.85	8.86
0.40	1.60	2.90	8.96
0.45	1.80	2.95	9.07
0.50	2.00	3.00	9.18
0.55	2.20	3.05	9.29
0.60	2.40	3.10	9.40
0.65	2.60	3.15	9.51
0.70	2.76	3.20	9.61
0.75	2.92	3.25	9.72
0.80	3.08	3.30	9.83
0.85	3.24	3.35	9.94
0.90	3.40	3.40	10.05
0.95	3.57	3.45	10.16
1.00	3.77	3.50	10.27

Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit	Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit
1.05	3.93	3.55	10.38
1.10	4.09	3.60	10.49
1.15	4.25	3.65	10.59
1.20	4.41	3.70	10.70
1.25	4.57	3.75	10.81
1.30	4.74	3.80	10.92
1.35	4.90	3.85	11.03
1.40	5.05	3.90	11.14
1.45	5.19	3.95	11.24
1.50	5.34	4.00	11.36
1.55	5.47	4.05	11.47
1.60	5.62	4.10	11.58
1.65	5.76	4.15	11.68
1.70	5.90	4.20	11.78
1.75	6.04	4.25	11.88
1.80	6.19	4.30	11.97
1.85	6.33	4.35	12.08
1.90	6.48	4.40	12.18
1.95	6.62	4.45	12.28
2.00	6.76	4.50	12.38
2.05	6.90	4.55	12.48
2.10	7.03	4.60	12.58
2.15	7.16	4.65	12.68
2.20	7.28	4.70	12.78
2.25	7.40	4.75	12.88
2.30	7.53	4.80	12.98
2.35	7.65	4.85	13.08
2.40	7.77	4.90	13.18
2.45	7.90	4.95	13.28
2.50	8.02	5.00	13.38
2.55	8.14	5.01& above	0.1875% of Cont.>\$5.00

These lifetime monthly benefits, plus an additional lifetime monthly benefit equal to 0.1875% of all contributions above \$5.00, represent the standard benefit for a year of pension credit payable at or above age 62.

The following Schedule G sets forth the FIP default monthly Normal Pension amounts for the schedule set forth in Section 4.04(b)(ii) (Schedule D).

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SCHEDULE G  
SCHEDULE OF BENEFITS FOR CREDIT EARNED 7/1/2012 AND LATER UNDER  
AGREEMENTS THAT WERE PREVIOUSLY UNDER SCHEDULE D

Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit	Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit
\$ 0.13	\$ 0.78	\$ 2.60	\$12.40
0.15	0.91	2.65	12.59
0.20	1.21	2.70	12.77
0.25	1.51	2.75	12.95
0.30	1.81	2.80	13.12
0.35	2.11	2.85	13.29
0.40	2.41	2.90	13.45
0.45	2.71	2.95	13.60
0.50	3.00	3.00	13.77
0.55	3.30	3.05	13.93
0.60	3.60	3.10	14.10
0.65	3.90	3.15	14.26
0.70	4.14	3.20	14.42
0.75	4.37	3.25	14.59
0.80	4.62	3.30	14.75
0.85	4.86	3.35	14.92
0.90	5.10	3.40	15.08
0.95	5.36	3.45	15.24
1.00	5.65	3.50	15.41
1.05	5.89	3.55	15.57
1.10	6.13	3.60	15.73
1.15	6.37	3.65	15.89
1.20	6.61	3.70	16.05
1.25	6.86	3.75	16.22
1.30	7.11	3.80	16.38
1.35	7.35	3.85	16.54
1.40	7.57	3.90	16.71
1.45	7.78	3.95	16.87
1.50	8.00	4.00	17.04
1.55	8.21	4.05	17.20
1.60	8.43	4.10	17.36
1.65	8.64	4.15	17.52
1.70	8.86	4.20	17.66
1.75	9.07	4.25	17.81
1.80	9.29	4.30	17.96

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Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit	Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit
1.85	9.50	4.35	18.11
1.90	9.72	4.40	18.27
1.95	9.93	4.45	18.42
2.00	10.14	4.50	18.57
2.05	10.36	4.55	18.72
2.10	10.55	4.60	18.87
2.15	10.74	4.65	19.02
2.20	10.92	4.70	19.17
2.25	11.10	4.75	19.32
2.30	11.29	4.80	19.47
2.35	11.47	4.85	19.62
2.40	11.66	4.90	19.77
2.45	11.84	4.95	19.92
2.50	12.03	5.00	20.07
2.55	12.21	5.01& above	0.28125% of Cont.>\$5.00

These lifetime monthly benefits, plus an additional lifetime monthly benefit equal to 0.28125% of all contributions above \$5.00, represent the standard benefit for a year of pension credit payable at or above age 62.

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In addition, effective July 2, 2012, all accruals for all increases in Contribution Rates under Schedules E, F, and G will be set under those schedules.

- (iv) This Section 4.04(d) shall not apply to Hours of Work with a new Contributing Employer to which Section 4.04(c)(vi) applies and who first becomes a Contributing Employer on or after July 1, 2009. However, this Section 4.04(d) does apply to Hours of Work with a new Contributing Employer to which Section 4.04(c)(v) applies, and this Section 4.04(d) also applies to Hours of Work with Contributing Employers to which Section 4.04(c)(iv) applies and who first became a Contributing Employer before July 1, 2009.
- (v) Notwithstanding the provisions of Section 4.04(c)(vii), the Trustees shall not accept a Collective Bargaining Agreement or Participation Agreement that reduces the level of contributions for any Participants during the Funding Improvement Plan Adoption Period or during the Funding Improvement Period as set forth in Section 432(d) of the Internal Revenue Code.
- (vi) In determining a Participant's accrued benefit for the period starting July 1, 2012 until the end of the Funding Improvement

Period under Section 432(d) of the Internal Revenue Code, Hours of Work accrued under Schedules E, F, or G will be prorated with other Hours of Work in the same manner as is set forth in Section 4.04(c)(i) as if each type of Hour of Work were at a different Contribution Rate. The schedule of benefits applicable to Pension Credit under a reciprocal agreement, where the work in the visited local union/group does not include direct participation in the National Pension Fund, shall be the schedule applicable to the Participant's then current home Local Union group.

***Paragraph (ii) of subsection 6.03(d) is amended by adding the following paragraph at the end thereof:***

- (ii) . . . .
- For deaths after January 1, 2008, this paragraph will apply even if the Participant, at the time of his death, had not yet established an Effective Date of Benefits or elected a form of benefit, provided the Fund had received his formal application for a pension prior to his death, and he would have been eligible to receive a benefit based on that application. The surviving Spouse of such a Participant will have the option of electing the survivor portion of the 100% Husband and Wife Pension (but only if the actuarial present value of the survivor portion is greater than that of the Preretirement Surviving Spouse Pension).

***Effective for elections made on or after July 1, 2009, Article 8.01 "100% Husband and Wife Pension" is amended in its entirety and replaced with the following:***

**Section 8.01. 75% Husband and Wife Pension or 100% Husband and Wife Pension Options.**

Instead of the pension otherwise payable to him, a Participant may elect to receive payment in the form of a 75% Husband and Wife Pension or a 100% Husband and Wife Pension, in accordance with which he will receive a lower monthly amount than he would otherwise receive under the 50% Husband and Wife Pension, but with 75% or 100% (whichever is applicable), of that lower amount continuing after his death for the lifetime of his Spouse. Election of the 75% Husband and Wife Pension or the 100% Husband and Wife Pension shall be subject to the following conditions:

- (a) The election of either of these options must be made in writing in a form prescribed by the Trustees and filed with the Trustees.
- (b) In order to be eligible for either of these options, the Spouse must be a Qualified Spouse under Section 6.01(d). If these options would apply except for the fact that the Spouse is not a Qualified Spouse on the date the Participant's pension payments start because the Participant and Spouse have not been married for at least a year at that time, pension payment shall be made in accordance with these options in the same fashion as made under Section 6.02(f).

- (c) Once a Participant elects either a 75% Husband and Wife Pension or a 100% Husband and Wife Pension option, such option cannot be revoked after payments commence.

Further, in the event that the Spouse predeceases the Pensioner after the Effective Date of Benefits, the monthly amount payable to the Pensioner shall be increased to the full monthly amount that would have been payable if the 75% Husband and Wife Pension or 100% Husband and Wife Pension had not been in effect, subject to the provisions of Section 6.02(c).

- (d) When either option becomes effective, the 5-Years Certain Payments provision of Section 7.02 shall automatically be waived.
- (e) The 100% Husband and Wife Pension shall not be payable if it would result in a monthly benefit of less than \$20 to the Pensioner or his Spouse.
- (f) The reduction formula for the 75% Husband and Wife Pension shall be based upon the following factors if the pension is not a Disability Pension:
  - (i) The Participant shall receive a base of 85% where he and his Spouse are of equal ages.
  - (ii) For each full year that the Spouse is older than the Participant the amount received by the Participant shall be increased by 0.55% to a maximum of 97%.
  - (iii) For each full year that the Spouse is younger than the Participant the amount received by the Participant shall be decreased by 0.55%.
- (g) The reduction formula for the 75% Husband and Wife Pension shall be based upon the following factors if the pension is a Disability Pension:
  - (i) The Participant shall receive a base of 73% where he and his Spouse are of equal ages.
  - (ii) For each full year that the Spouse is older than the Participant, the amount received by the Participant shall be increased by 0.45% to a maximum of 85%.
  - (iii) For each full year that the Spouse is younger than the Participant, the amount received by the Participant shall be decreased by 0.45%.
- (h) The reduction formula for the 100% Husband and Wife Pension shall be based upon the following factors if the pension is not a Disability Pension:
  - (i) The Participant shall receive a base of 81% where he and his Spouse are of equal ages.

- (ii) For each full year that the Spouse is older than the Participant the amount received by the Participant shall be increased by 0.7% to a maximum of 96%.
  - (iii) For each full year that the Spouse is younger than the Participant the amount received by the Participant shall be decreased by 0.7%.
- (i) The reduction formula for the 100% Husband and Wife Pension shall be based upon the following factors if the pension is a Disability Pension:
- (i) The Participant shall receive a base of 67% where he and his Spouse are of equal ages.
  - (ii) For each full year that the Spouse is older than the Participant, the amount received by the Participant shall be increased by 0.5% to a maximum of 81%.
  - (iii) For each full year that the Spouse is younger than the Participant, the amount received by the Participant shall be decreased by 0.5%.
- (j) Notwithstanding any other provision of the Plan to the contrary, effective July 1, 2009, a participant of a merged fund as described in Section 2.06 who is entitled to a benefit under the terms of the merged plan may elect to receive his pension benefit under a merged fund as a 75% joint and surviving spouse annuity. For purposes of this subsection (j), the 75% joint and surviving spouse annuity means an annuity for the life of the participant with a survivor annuity for the life of the spouse which is 75% of the annuity which is payable during the joint lives of the participant and the spouse, and which is the actuarial equivalent of a single life annuity for the participant under the terms of the merged plan.

***Effective for elections made on or after July 1, 2009, Section 8.03 is amended by replacing the first paragraph of that Section and paragraph (a)(iv) with the following:***

**Section 8.03. Partial Lump-Sum Payment Option.**

A Participant may elect to have the amount of his monthly benefit reduced by not more than 10% in return for the payment to him of a lump sum of money at the time his monthly pension is first payable. This option shall only be available to Pensioners who retire with at least 5 years (50-tenths) of Future Service Credit who elect the Partial Lump-Sum Payment Option in conjunction with the 100% Husband and Wife Pension described in Section 8.01 or the Single Life Pension with Ten Year Certain Benefits described in Section 8.02.

- (a) . . . .
  - (iv) This option may not be elected if the Pensioner is entitled to the 50% Husband and Wife Pension in accordance with Section 6.02(b) unless that pension has been rejected by the Pensioner in accordance with Section 6.02(e) or if the Pensioner elects the 75% Husband and Wife Pension as described in Section 8.01.

***Effective January 1, 2009, Section 9.05(h) is amended in its entirety and replaced with the following:***

- (h) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this subsection, a distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

Effective for distributions occurring after December 31, 2008, a Participant's non-spouse Beneficiary may elect, at the time and manner prescribed by the Trustees, to have any portion of an otherwise eligible rollover distribution paid directly to an inherited individual retirement plan as prescribed in subparagraph (v) below.

- (i) "Eligible Rollover Distribution":

(A) In general, an eligible rollover distribution is any distribution of all or any portion of the benefit of the distributee, except that an eligible rollover distribution does not include any distribution that is one in a series of substantially equal periodic payments (not less frequently than annually) of the distributee or the joint lives of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income.

(B) Effective for distributions occurring after December 31, 2008, and notwithstanding any other provision of this subsection (h), a distribution described in paragraph (v) shall also be treated as an eligible rollover distribution.

- (ii) "Eligible Retirement Plan": An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. Effective for distributions occurring after December 31, 2001, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. This definition of "eligible retirement plan" shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate

payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code.

- (iii) “Distributee”: A distributee includes a Participant or former Participant. In addition, the Participant’s or former Participant’s surviving spouse and the Participant’s or former Participant’s spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.
- (iv) “Direct Rollover”: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee (or, in the case of a direct rollover to an inherited individual retirement account or annuity, a Participant’s non-spouse Beneficiary).
- (v) Distribution to an inherited individual retirement plan of a deceased Participant’s non-spouse Beneficiary: Effective for distributions occurring after December 31, 2008, if, with respect to any portion of a deceased Participant’s distribution from this Plan, a direct trustee-to-trustee transfer is made to an individual retirement plan described in Code Section 408(a) or 408(b) (other than an endowment contract) established for the purposes of receiving the distribution on behalf of an individual who is a designated Beneficiary (as defined by Code Section 401(a)(9)(E)) of the Participant and who is not the surviving Spouse of the Participant—
  - (A) the transfer shall be treated as an eligible rollover distribution;
  - (B) the individual retirement plan shall be treated as an inherited individual retirement account or individual retirement annuity (within the meaning of Code Section 408(d)(3)(C)); and
  - (C) Code Section 401(a)(9)(B) (other than clause (iv) thereof) shall apply to such inherited individual retirement plan.

For purposes of this subparagraph (v), to the extent provided in rules prescribed by the Secretary of the Treasury, a trust maintained for the benefit of one or more designated Beneficiaries shall be treated in the same manner as a trust of a designated Beneficiary.

***Effective for Limitation Years beginning on or after July 1, 2007, Section 9.13 is amended in its entirety and replaced with the following:***

**Section 9.13 Maximum Limitations.**

- (a) (i) The limitations of this Section shall apply in Limitation Years beginning on or after July 1, 2007, except as provided herein.

- (ii) The application of the provisions of this Section shall not cause the Maximum Permissible Benefit of any Participant to be less than the Participant's accrued benefit under the Plan as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the Plan that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of this Plan that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in Treas. Reg. §1.415(a)-1(g)(4). For purposes of this Section, "Maximum Permissible Benefit" shall be the Defined Benefit Dollar Limitation as defined in subsection (c) below.
- (b) The Annual Benefit otherwise payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.
- (c) **Annual Benefit.**
  - (i) The "Annual Benefit" payable to a Participant under this Plan in any Limitation Year may not exceed the Defined Benefit Dollar Limitation. The Defined Benefit Dollar Limitation is \$160,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published by the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to Limitation Years ending with the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The automatic annual adjustment of the Defined Benefit Dollar Limitation shall also apply to Participants who have had a separation from employment.
  - (ii) Benefit increases resulting from the increase in the limitation of Code Section 415(b) made by EGTRRA will be provided to all current and former Participants (with benefits limited by Code Section 415(b)) who have an Accrued Benefit immediately prior to January 1, 2002 (other than an Accrued Benefit resulting solely from a benefit increase as a result of the increase in limitations under Code Section 415(b)).
- (d) The Annual Benefit (without regard to the age at which benefits commence) payable with respect to a Participant under any defined benefit plan is not considered to exceed the limitations on benefits described in subsection (c) above if the benefits payable with respect to the Participant do not exceed \$10,000 and the Participant was never a Participant in a defined contribution plan of the Employer. In the case of an Employee who has fewer than 10 years of

service with the Employer, the \$10,000 amount under the special rule discussed in this subsection (d) shall be reduced by multiplying \$10,000 by a fraction, the numerator of which is the number of years (or part thereof, but not less than one year) of service with the Employer, and the denominator of which is 10. For purposes of this subsection (d), the benefits payable with respect to the Participant for a Limitation Year reflect all amounts payable under the Plan for the Limitation Year, and are not adjusted for form of benefit or commencement date.

- (e) **Adjustment for fewer than 10 Years of Participation:** If the Participant has fewer than 10 years of participation in the Plan, the Defined Benefit Dollar Limitation as defined in paragraph (c)(i) shall be multiplied by a fraction—(1) the numerator of which is the number of years (or part thereof, but not less than one year) of participation in the Plan, and (2) the denominator of which is 10.

- (f) **Adjustment for Defined Benefit Dollar Limitation for Benefit Commencement before Age 62.**

- (i) If the benefit of a Participant begins prior to age 62, the Defined Benefit Dollar Limitation applicable to the Participant at such earlier age is an Annual Benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the Defined Benefit Dollar Limitation applicable to the Participant at age 62 (adjusted under subsection (e) above, if required). The Defined Benefit Dollar Limitation applicable at an age prior to age 62 is determined as the lesser of—

(A) the actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using the Applicable Interest Rate and Applicable Mortality Table specified in Sections 1.24 and 1.25 of the Plan, respectively; or

(B) the actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using a 5% Applicable Interest Rate and the Applicable Mortality Table as defined in Section 1.25 of the Plan.

Any decrease in the Defined Benefit Dollar Limitation determined in accordance with the paragraph shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.

- (g) **Defined Benefit Dollar Limitations after Age 65.**

- (i) If the benefit of a Participant begins after the Participant attains age 65, the Defined Benefit Dollar Limitation applicable to the Participant at the later age is the Annual Benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the Defined Benefit Dollar Limitation applicable to the Participant at age 65 (adjusted

under subsection (e) above, if required). The actuarial equivalent of the Defined Benefit Dollar Limitation applicable at an age after age 65 is determined as the lesser of—

- (A) The actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using the Applicable Interest Rate and Applicable Mortality Table specified in Sections 1.24 and 1.25 of the Plan, respectively, or
- (B) The actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using a 5% Applicable Interest Rate assumption and the Applicable Mortality Table specified in Section 1.25 of the Plan.

(h) **Benefit Forms not Subject to Section 417(e)(3) of the Code.**

The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this subsection (h) if the form of the Participant's benefit is a non-decreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse).

(i) **Limitation Years beginning before July 1, 2007.**

For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same Effective Date of Pension that has the same actuarial present value as the Participant's form of benefit computed using whichever the following produces the greater annual amount:

- (A) The Applicable Interest Rate specified in Section 1.24 of the Plan and the Applicable Mortality Table specified in Section 1.25 of the Plan for adjusting benefits in the same form; and
- (B) A 5% Applicable Interest Rate assumption and the Applicable Mortality Table specified in Section 1.25 of the Plan for that Effective Date of Pension.

(ii) **Limitation Years beginning on or after July 1, 2007.**

For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of:

- (A) The annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same Effective Date of Pension as the Participant's form of benefit; and

- (B) The annual amount of the straight life annuity commencing at the same Effective Date of Pension that has the same actuarial present value as the Participant's form of benefit, computed using a 5% Applicable Interest Rate assumption and the Applicable Mortality Table defined in Section 1.25 of the Plan for that Effective Date of Pension.

(i) **Benefit Forms Subject to Section 417(e)(3) of the Code.**

The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this subsection if the form of the Participant's benefit is other than a benefit form described in subsection (h) above. In this case, the actuarially equivalent straight life annuity shall be determined as follows:

(i) **Effective Date of Pension in Plan Years Beginning After 2005.**

If the Effective Date of Pension of the Participant's form of benefit is in a Plan Year beginning after 2005, the actuarially equivalent straight life annuity is equal to the greatest of:

- (A) The annual amount of the straight life annuity commencing at the same Effective Date of Pension that has the same actuarial present value as the Participant's form of benefit, computed using the adjustment factors specified in the Plan for adjusting benefits in the same form;
- (B) The annual amount of the straight life annuity commencing at the same Effective Date of Pension that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5% Applicable Interest Rate assumption and the Applicable Mortality Table defined in Section 1.25 of the Plan; or
- (C) The annual amount of the straight life annuity commencing at the same Effective Date of Pension that has the same actuarial value as the Participant's form of benefit, computed using the Applicable Interest Rate defined in Section 1.24 of the Plan and the Applicable Mortality Table defined in Section 1.25 of the Plan, divided by 1.05.

(ii) **Effective Date of Pension in Plan Years beginning in 2004 and 2005.**

- (A) If the Effective Date of Pension of the Participant's benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same Effective Date of Pension that has the same actuarial present value as the Participant's form

of benefit, computed using whichever of the following produces the greater annual amount:

- (I) The adjustment factors specified in the Plan for adjusting benefits in the same form; or
- (II) A 5.5% Applicable Interest Rate assumption and the Applicable Mortality Table defined in Section 1.25 of the Plan.

(B) If the Effective Date of Pension of the Participant's benefit is on or after the first day of the 2004 Plan Year, the application of this paragraph (2) shall not cause the amount payable under the Participant's form of benefit to be less than the benefit calculated under the Plan, taking into account the limitations of this Article, except that the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same Effective Date of Pension that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greatest annual amount:

- (I) The adjustment factors specified in the Plan for adjusting benefits in the same form;
- (II) The Applicable Interest Rate and Applicable Mortality Table specified in Section 1.24 and 1.25 of the Plan, respectively; or
- (III) The Applicable Interest Rate defined in Section 1.05(a) of the Plan (as in effect on the last day of the last Plan Year beginning before January 1, 2004, under provisions of the Plan then adopted and in effect) and the Applicable Mortality Table defined in Section 1.25 of the Plan.

(j) **Aggregation with other Plans.**

- (i) Pursuant to Code Section 415(f)(3)(B), this Plan shall not be aggregated with any other multiemployer plan for purposes of applying the limits in this Section.
- (ii) Where an Employer maintains this Plan and other plans that are not multiemployer plans, only the benefits under this Plan that are provided by the Employer will be aggregated with benefits under the Employer's plans other than multiemployer plans. The Fund may impose a reasonable charge, at the Trustees' discretion, to cover the cost of the actuarial services required to provide the information needed for an Employer to perform the limited aggregation permitted by this paragraph.

- (iii) This Plan shall not be aggregated with any other plan for purposes of applying the Defined Benefit Compensation Limit of Code Section 415(b)(1)(B) and Treas. Reg. §1.415(b)-1(a)(1)(ii).
- (k) For purposes of this Section, "Limitation Year" means the Calendar Year.
- (l) For purposes of this Section, "Compensation" means:
  - (i) An employee's wages, salaries, fees for professional services, and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with an Employer, to the extent that the amounts are includible in gross income (or to the extent amounts would have been received and includible in gross income but for an election under Code Sections 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b)). These amounts include, but are not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a non-accountable plan as described in Treas. Reg. §1.62-2(c).
  - (ii) For purposes of paragraph (1) above, "wages" includes wages within the meaning of Code Section 3401(a) (for purposes of income tax withholding at the source), plus amounts that would be included in wages but for an election under Code Sections 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). However, any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)) are disregarded for this purpose.
  - (iii) Items not included in "Compensation." Compensation does not include:
    - (D) Employer contributions (other than elective contributions described in Code Sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i) or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in Code Section 408(k) or a simple retirement account described in Section 408(p), and whether or not qualified) to the extent that the contributions are not includible in the gross income of the employee for the taxable year in which contributed. In addition, any distribution from a plan of deferred compensation (whether or not qualified) is not considered as compensation for purposes of this Section, regardless of whether such amounts are includible in the gross income of the employee when distributed.
    - (E) Amounts realized from the exercise of a nonstatutory option (which is an option other than a statutory option as defined in Treas. Reg. §1.421-1(b)), or when restricted stock or other

- property held by an employee either become freely transferable or is no longer subject to a substantial risk of forfeiture;
- (F) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;
  - (G) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in Code Section 125);
  - (H) Other items of remuneration that are similar to any of the items listed in (A) through (D).
- (iv) For any self-employed individual, Compensation shall mean earned income.
  - (v)
    - (A) Except as otherwise provided in this paragraph (v), in order to be taken into account for a Limitation Year, Compensation for purposes of this Section must be actually paid or made available to an employee (or, if paid or made available earlier, includible in the gross income of the employee) within the Limitation Year. For this purpose, Compensation is treated as paid on a date if it is actually paid on that date or it would have been paid on that date but for an election under Code Sections 125, 132(f)(4), 401(k), 403(b), 408(k), 408(p)(2)(A)(i), or 457(b).
    - (B) Except as otherwise provided in this paragraph (v), in order to be taken into account for a Limitation Year, Compensation within the meaning of this Section must be paid or treated as paid to the employee (in accordance with the rules of subsection (v)(A)) prior to the employee's severance from employment with the Employer.
    - (C) Notwithstanding the provisions of subparagraph (v)(D), Compensation for a Limitation Year includes amounts earned during the Limitation Year but not paid during the Limitation Year solely because of the timing of pay periods and pay dates if: (1) these amounts are paid during the first few weeks of the next Limitation Year; (2) the amounts are included on a uniform and consistent basis with respect to all similarly situated employees; and (3) no Compensation is included in more than one Limitation year.
    - (D) **Compensation Paid After Severance.**
      - (I) Any Compensation described in this subparagraph (v)(D) does not fail to be Compensation within the meaning of

this Section pursuant to the rule of subsection (5)(B) merely because it is paid after the employee's severance from employment with the Employer, provided the Compensation is paid by the later of 2 ½ months after severance from employment with the Employer or the end of the Limitation Year that includes the date of severance from employment with the Employer.

- (II) Regular Pay after Severance. An amount is described in this clause (D)(II) if—
  - 1. The payment is regular Compensation for services during the employee's regular working hours, or Compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and
  - 2. The payment would have been paid to the employee prior to severance from employment if the employee had continued in employment with the Employer.
- (III) Any payment that is not described in clause (D)(II) is not considered Compensation under clause (D)(I) if paid after severance from employment with the Employer, even if it is paid within the time period described in clause (D)(I).
- (IV) Notwithstanding anything to the contrary in this subparagraph (D), a payment after severance from employment from an Employer for whom services were provided is considered to be Compensation as long as the individual receiving the payment is employed by any Employer maintaining the Plan. Thus, a Participant is treated as having a severance from employment under this subparagraph (D) only when the Participant is no longer providing services to any Employer maintaining the Plan.
- (vi) Back pay, within the meaning of Treas. Reg. §1.415(c)-2(g)(8), shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.
- (vii) Only compensation considered for purposes of Code Section 401(a)(17) shall be taken into account for purposes of this Section as follows:
  - (A) For Limitation Years beginning on or after January 1, 1989, and before January 1, 1994, the annual compensation of each

Participant taken into account for determining all benefits provided under the Plan for any Plan Year shall not exceed \$200,000. This limitation shall be adjusted by the Secretary of the Treasury at the same time and in the same manner as under Code Section 415(d), except that the dollar increase in effect on January 1 of any calendar year is effective for Plan Years beginning with such calendar year and the first adjustment to the \$200,000 limitation is effective on January 1, 1990.

- (B) For Limitation Years beginning on or after January 1, 1994 and before January 1, 2002, the annual compensation of each Participant taken into account or determining all benefits provided under the Plan shall not exceed \$150,000, as adjusted for the cost-of-living in accordance with Code Section 401(a)(17)(B)
  - (C) For Limitation Years beginning on or after January 1, 2002, the annual compensation of each Participant taken into account for determining all benefits provided under the Plan shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B).
- (m) The Trustees are entitled to rely on a representation by an Employer that the pension payable to a Participant under this Plan to the extent attributable to employment with the Employer, does not, together with any other pension payable to him/her under any other plan maintained by the Employer, whether or not terminated, and to the extent attributable to employment with the Employer, exceed the limitations of Code Section 415.
  - (n) The benefits paid under this Plan will not exceed the limitations set forth in this Section. If a Participant on his Effective Date of Pension is not eligible for full monthly benefits under this Plan because of the operation of this Section, his/her monthly benefits will be recalculated annually thereafter until he/she is receiving a full monthly benefit under the Plan's terms without operation of this Section. Each recalculation will be based on this Section with any applicable adjustment to reflect cost of living increases as set forth in paragraph (c)(i).
  - (o) In calculating the benefit of a Participant's surviving Spouse or Beneficiary, the benefit of such Spouse or Beneficiary first shall be calculated based on the amount to which the Participant would have been entitled without regard to the limits imposed by this Section. The limits of this Section then will be applied to the resulting benefit amount.

***Effective for Limitation Years (as defined in Section 9.13(k) of the Plan) beginning on or after July 1, 2007, paragraph 10.09(b)(ii) is amended in its entirety and replaced with the following:***

- (ii) "Compensation" means "compensation" as defined in Section 9.13(l) of the Plan.

***Effective for Plan Years beginning on and after July 1, 2008, Section 12.03 (“Amount of Liability for Complete Withdrawal”) is amended by adding the following subsection (h) to the end thereof:***

- (h) **Adjustments Prescribed under Code Section 432(e) Disregarded in Withdrawal Liability Determinations.**
  - (i) Any benefit reductions adopted by the Trustees in accordance with Code Section 432(e) shall be disregarded in determining the Plan’s unfunded vested benefits for purposes of determining an employer’s withdrawal liability under Section 4201 of ERISA.
  - (ii) Any surcharges under Code Section 432(e)(7) shall be disregarded in determining the Plan’s unfunded vested benefits attributable to an employer under ERISA Sections 4211(c)(4) or a comparable method approved under Section 4211(c)(5) of ERISA.