

ARIZONA LABORERS' AND TEAMSTERS' PENSION PLAN

BOARD OF TRUSTEES

Management Trustees

David Martin
Amanda McGennis

Union Trustees

Andrew A. Marshall
Floyd Wyatt
Javil Delgado
Lino Rodriguez

LEGAL COUNSEL

Keith Overholt, Esq., Jennings, Strouss & Salmon, P.L.C.

Barry Hinkle, Esq., Weinberg, Roger & Rosenfeld

CONSULTANT AND ACTUARY

The Segal Company

INVESTMENT MANAGERS

McMorgan & Co.

NWQ

Wellington

ADMINISTRATOR

Southwest Service Administrators, Inc
2400 West Dunlap Avenue, Suite 250
Phoenix, AZ 85021-2811

December 1, 2005

ARIZONA LABORERS' AND TEAMSTERS' PENSION PLAN

A MESSAGE FROM THE BOARD OF TRUSTEES

To All Participants:

We are happy to provide you with this new booklet explaining your updated Pension Plan. The Internal Revenue Service has determined that the Plan continues to meet the requirements for tax-qualified status. This means that income taxes on the contributions made to the Plan are deferred until your benefit payments begin.

While we have tried to explain all sections of the Plan as clearly as possible, it is a complicated document. The Plan must operate under very precise and detailed rules, since it provides very important benefits for a great many people and must take into account a great variety of conditions affecting participants in the Plan and the industry.

Please remember when reading the Plan, that if the facts and circumstances of a particular situation occurred before December 1, 2005, the provisions of the Plan in effect at the particular date may be applied. Those provisions may be different from the Plan currently in effect and contained in this booklet.

Since the Plan started, the Trustees have had numerous editions of the summary booklet printed and distributed, as well as booklet inserts and supplements. It is likely that you will have questions after reading this booklet. You can call or write the Administrative Office of the Pension Trust for answers to any questions you may have about the Plan, and how any rule affects you and your beneficiaries.

Please keep in mind that, for your protection, only the full Board of Trustees is authorized to interpret the Plan. Information you receive from the Union or individual employers or their representatives should be regarded as unofficial. Any information or opinion concerning your rights under the Plan, to be official, must be communicated to you in writing, signed on behalf of the full Board of Trustees.

Please also be sure to inform the Administrative Office of the Pension Trust of any change in your mailing address, to ensure that you receive all communications.

We hope that you will find this booklet helpful and that you and your family will enjoy the protection of the Plan for many years to come.

Sincerely,

BOARD OF TRUSTEES

TABLE OF CONTENTS

PENSION CREDIT.....	1
Past Service Credit.....	1
Future Service Credit.....	1
VESTING SERVICE	3
VESTING	4
BREAKS IN COVERED EMPLOYMENT.....	5
SEPARATION FROM COVERED EMPLOYMENT.....	7
TYPES OF PENSIONS	8
Regular Pension.....	8
Delayed Retirement	9
Early Retirement Pension.....	9
Disability Pension.....	10
Vested Service Pension.....	11
Special Normal Retirement Age Vested Pension	12
Pro Rata Pension.....	13
PROVISIONS AFFECTING BENEFICIARIES	14
HUSBAND-AND-WIFE PENSION	14
JOINT AND SURVIVOR OPTION	16
DOMESTIC RELATIONS ORDERS/DIVORCE DECREES.....	18
DEATH BENEFITS.....	19
LUMP SUM PAYMENT OF MONTHLY PENSION	21
SUSPENSION OF BENEFITS FOR CERTAIN EMPLOYMENT AFTER RETIREMENT	22
HOW TO OBTAIN BENEFITS AND SECURE REVIEW OF ADVERSE BENEFIT DETERMINATIONS	23
ANNUAL DISTRIBUTION OF ASSETS	28
SOME QUESTIONS, ANSWERS AND BASIC FACTS	29
CHECKLIST: THINGS FOR YOU TO DO	32
ERISA INFORMATION.....	34

SUMMARY OF THE PENSION PLAN

(Benefits derived from Covered Employment before January 1, 1986)

PENSION CREDIT

Pension Credit is a measure of the amount of work a Participant has performed in Covered Employment. Pension Credit is used to determine both eligibility for, and the amount of pension benefits from the Pension Plan. Covered Employment is generally defined as work under a Collective Bargaining Agreement which requires the Employer to contribute to this Plan for such work.

There are two types of Pension Credit — Past Service Credit for periods before a Participant's Contribution Date, and Future Service Credit for periods between a Participant's Contribution Date and December 31, 1985.

Generally, a Participant's Contribution Date is January 1, 1966, but there are some minor exceptions to this, as detailed in Article I, Section 13 of the Plan's Rules and Regulations.

Past Service Credit

For work performed in covered employment before January 1, 1966 (or the Contribution Date, if different) a Participant receives one Past Service Credit for each calendar year in which he/she worked at least 8 hours in any classification included in the collective bargaining agreements in the geographical area of this Plan. No Past Service Credit is granted if the Participant worked less than 8 hours in a calendar year.

Since it may be difficult for a Participant to establish his years of service before his Contribution Date, the Trustees may accept as evidence of employment records of Union membership, W-2 forms, or statements from past employers, or the Social Security Administration .

Future Service Credit

For work between January 1, 1966 (or a Participant's Contribution Date, if different) and December 31, 1985, Future Service Credit is earned based on work in Covered Employment according to the following schedule:

Hours of Work In Calendar Year	Future Service Credit
Less than 300	None
300 to 599	One Quarter
600 to 899	Two Quarters
900 to 1199	Three Quarters
1200 and over	One Year

In any Plan Year between January 1, 1976 and January 1, 1986, an Active Participant who earns a Year of Vesting Service Credit (explained below) but has fewer than 300 hours of Covered Employment will

receive a prorated year of Future Service Credit in the ratio which his hours worked bear to 2,000. A Plan Year is the 12 consecutive month period from January 1 to December 31 of the same calendar year.

Important: No Future Service Credit can be earned after December 31, 1985. Benefit accruals in the Pension Plan are “frozen” on that date. You may want to refer to the Arizona Laborers’ and Teamsters’ Annuity Plan for any benefit accruals earned after December 31, 1985.

VESTING SERVICE

Vesting Service is another measure of a Participant's work in Covered Employment. Vesting Service differs from Pension Credit in that:

1. it is earned **only** for work after a Participant's Contribution Date;
2. it is calculated by a different formula;
3. it is only used to establish a Participant's **right** to a pension, not the amount; and
4. it can continue to be earned after December 31, 1985.

Vesting Service is used to determine when and if a Participant has earned a right to a Vested Pension, as explained on pages 11 and 12. The amount of your pension is calculated on the basis of your accumulated Pension Credit.

On and after his Contribution Date and before January 1, 1986, a Participant earns one year of Vesting Service for each calendar year in which he/she completes at least 1,000 Hours of Service.

After January 1, 1986, a Participant will be credited with one year of Vesting Service for each Calendar Year in which he/she completes at least 500 Hours of Service under the Arizona Laborers' and Teamsters' Annuity Plan. If he/she is credited with fewer than 500 Hours of Service in a Calendar Year, he/she will receive one-quarter year of Vesting Service for each 125 Hours of Service in the Annuity Plan, up to a maximum of one year of Vesting Service in that Plan Year.

In addition to work in Covered Employment, Hours of Service which are counted toward meeting the 1,000 hour requirement include paid holidays, periods of disability and leave for which you were paid or received benefits under the Collective Bargaining Agreements.

You also may receive vesting credit for hours of non-covered employment after December 31, 1975, if your non-covered employment comes immediately before or after Covered Employment under either this Plan (before January 1, 1986) or under the Annuity Plan (after January 1, 1986) and is with the same employer. You do **not**, however, earn Pension Credit for these Hours of Service.

VESTING

Beginning January 1, 1992, a Participant will be “vested” once he/she has accumulated at least five years of Pension Credit, which **include** at least one year of Vesting Service earned on or after January 1, 1992, not interrupted by a Permanent Break in Covered Employment before January 1, 1992.

If a Participant does not meet this requirement, he/she will be “vested” once he/she has accumulated at least 10 years of Pension Credit or 10 years of Vesting Service, not interrupted by a Permanent Break in Covered Employment, which were this Plan’s requirements for vesting between January 1, 1976 and January 1, 1992. A non-bargaining unit employee covered by this Plan will become vested if he/she has earned at least five Years of Vesting Service, so long as he/she also has earned at least one Hour of Service on or after December 31, 1988.

The Plan also provides Special Normal Retirement Age Vesting, by which an Active Participant becomes vested in his Future Service Credit when he/she reaches Normal Retirement Age (as defined on page 12) regardless of the number of years of Pension Credit or years of Vesting Service he/she has accumulated. He/she also must be an Active Participant in the Plan on the date he/she reaches Normal Retirement Age.

Once a Participant is vested, he/she cannot lose his accumulated Pension Credit or Vesting Service through a Break in Covered Employment. He/she will be entitled to receive a pension starting at the permitted retirement age, even if he/she leaves Covered Employment or earns no additional Pension Credit or Vesting Service.

BREAKS IN COVERED EMPLOYMENT

The Pension Trust was created to provide retirement income for Participants who earn their living over a major portion of their working years in this industry. For this reason, reasonable standards for continuity of service were written into the Plan's rules and regulations, which are the basis for the "Break in Covered Employment" and "Separation in Covered Employment" provisions.

If a Participant does not earn a required amount of Pension Credit or Vesting Service over a specified period of time, he/she will have a Break in Covered Employment. If the Break continues for too long, it can become a Permanent Break in Covered Employment, which will result in the loss of previously earned Pension Credit and Vesting Service, unless he/she has already met the requirements for vesting.

The loss of Pension Credit and Vesting Service due to a Permanent Break in Covered Employment can be a costly and painful loss to any Participant. It is important to understand the rules on Breaks in Covered Employment, especially how a Break becomes permanent and how to prevent that from happening. As explained further in this section, Breaks in Covered Employment are determined **in sequence** according to the particular rules in effect at the time the Break occurs.

RULES FOR BREAKS IN COVERED EMPLOYMENT WHICH OCCURRED BEFORE JANUARY 1, 1976

Before January 1, 1976, a Participant has a Permanent Break in Covered Employment if he/she failed to accumulate at least one quarter of Pension Credit in any two consecutive Calendar Years.

If a Participant had less than 10 years of Past Service Credit and incurred a Permanent Break in Covered Employment, he/she forfeited all Past Service Credit. Despite this rule, a Participant who had accumulated 10 or more years of Past Service Credit had until January 1, 1968 to qualify for Past Service Credit by working at least 600 hours in Covered Employment. **RULES FOR BREAKS IN COVERED EMPLOYMENT WHICH OCCURRED ON OR AFTER JANUARY 1, 1976**

Temporary Break in Covered Employment

Between January 1, 1976 and January 1, 1986, a Participant had a Temporary Break in Covered Employment in any period of two calendar years in which he/she did not earn at least one-quarter of Future Service Credit. If a Participant did earn a year of Vesting Service in a calendar year, but not one quarter of Future Service Credit, that year will not be counted in determining whether a Permanent Break in Covered Employment occurred.

Beginning January 1, 1986, a Participant has a Temporary Break in Covered Employment in any Calendar Year in which he/she does not complete at least 125 Hours of Service under the Annuity Plan.

Parental leave is defined as a Participant's absence from work due to the Participant's pregnancy, or to the birth of the Participant's child (and newborn care after the birth), or to placement of a child in connection with an adoption by the Participant (including a trial period). A maximum of 125 Hours of Service under the Annuity Plan will be given in any calendar year (or in the following calendar year if the Participant has already worked 125 Hours) for a Participant's absence for Parental Leave. As of February 3, 1993, the Plan complies with the Family Leave and Medical Act of 1993 and regulations under that law in determining if certain leaves of absence would cause a Temporary Break in Covered Employment.

Curing a Temporary Break in Covered Employment

A Participant can cure a Temporary Break in Covered Employment if, **before** a Permanent Break has occurred (as described below), he/she earns at least one quarter of Future Service Credit in one Calendar Year, or one year of Vesting Service. After January 1, 1986, Temporary Breaks can only be cured by earning Vesting Service.

Permanent Break in Covered Employment

Between January 1, 1976 and January 1, 1987, a Participant has a Permanent Break in Covered Employment if he/she has one or more Temporary Breaks as explained above, and the number of consecutive Temporary Breaks equals or exceeds the number of full years of Vesting Service or full years of Pension Credit he/she had previously accumulated.

For example: If during the period from January 1, 1976 through January 1, 1980, you had worked for four calendar years and earned four years of Pension Credit or Vesting Service, you would not lose those years unless you then had four consecutive calendar years (1980-1983) with a Temporary Break in each year.

After January 1, 1987, a Participant has a Permanent Break if the number of his consecutive Temporary Breaks is **at least five**, and also equals or exceeds the number of full years of Vesting Service or full years of Pension Credit he/she had previously accumulated.

For example: If you have six years of Pension Credit or Vesting Service, you will not have a Permanent Break in Covered Employment until you have at least six consecutive Temporary Breaks in Covered Employment. If you have only four years of Pension Credit or Vesting Service, however, you still will not have a Permanent Break in Covered Employment until you have at least five consecutive Temporary Breaks.

While these Break in Covered Employment rules may seem complex, you should remember that the rules **continue to operate after January 1, 1986**, even though no Future Service Credit is earned in the Pension Plan after that date.

If you are not vested, a Permanent Break in Covered Employment cancels your previously earned Pension Credit and Vesting Service under the Plan. If you are unsure whether any previous period would be considered a Break, contact the Administrative Office.

SEPARATION FROM COVERED EMPLOYMENT

The calculation of all types of pension benefits under this Plan is subject to the rules on Separation from Covered Employment.

A Participant has a Separation from Covered Employment if, after January 1, 1976, he/she does not earn the required Pension Credit or Vesting Service in a period of two consecutive Calendar Years, and as a result has a Temporary Break in Covered Employment (as explained in the previous section). The Participant will be considered to be “separated” as of the end of that two year period. A Participant who has “Related Hours” under another pension plan with which this Plan has an arrangement for a Pro Rata Pension, may be eligible for a Pro Rata Pension from this Plan and other related plans.

A Participant who has a Separation from Covered Employment will have his benefit amount “frozen” at the benefit rate in effect at the time of his separation. If a Participant who has had a separation from Covered Employment and subsequently returned to work in Covered Employment **before January 1, 1986**, and earned additional Pension Credit, his pension benefit for the additional credits would be calculated based on the benefit rate in effect at the time of his retirement or subsequent separation, if any.

After January 1, 1986, any existing Separation from Service for a Participant became permanent, as no additional Pension Credit can be earned under this Plan.

TYPES OF PENSION

There are several types of pensions available to eligible Participants under this Plan. Eligibility requirements as to Pension Credit, age and other factors vary for different types of pensions. The Administrative Office can advise you about your eligibility, and explain various factors which should be considered when you are ready to think about retirement.

This section describes the types of pension and the service, age and other requirements for each type. The amount of monthly pension payment with each type will vary according to a number of factors, including when your Pension Credit was earned, when you apply for pension, the options you select, etc. Information which affects the amount of payment will be found in the section on “Provisions Affecting Beneficiaries” as well as in this section.

For all types of pension payment, the final amount is rounded to the next highest multiple of \$.50, if not already a multiple of \$.50.

Note: The monthly pension payable to a married Employee, no matter which type of pension, will be reduced as explained under the Husband-and-Wife Pension, unless the Employee and Spouse decide they want the Pension paid as a single-life pension (as explained on page 14). If you are married at retirement but do **not** want the Husband-and-Wife Pension, you and your Spouse must reject this form of payment in writing and have both of your signatures notarized when you apply for a pension at the Administrative Office.

REGULAR PENSION

Eligibility

You are eligible for an unreduced Regular Pension if you meet the following requirements:

1. You are at least age 62; and
2. You have at least 10 years of Pension Credit; and
3. You have earned at least two quarters of Future Service Credit; and
4. You have completed and filed an application with the Administrative Office.

Pension Amount

For retirements on and after January 1, 1986, the monthly amount of Regular Pension is equal to the sum of:

1. \$18.00 for each full year of Past Service Credit; plus
2. \$29.70 for each full year of Future Service Credit (\$7.425 for each quarter of Future Service Credit).

The amount of Regular Pension calculated according to the above is for a single-life pension (see page 14), and will be reduced for Husband-and-Wife Pension, if applicable, as explained starting on page 14. The final amount is rounded to the next highest multiple of \$.50, if not already a multiple of \$.50.

Delayed Retirement

If the effective date of your pension is on or after January 1, 1989 and is after your Normal Retirement Age (generally, age 65, but see page 12), and you do not work at least 40 hours in each month between Normal Retirement Age and your pension effective date, your benefit will be calculated differently.

You will receive the benefit you would have received if you had retired at Normal Retirement Age, calculated using your Pension Credit and the pension multiplier rate as of January 1, 1986, actuarially increased for each month after your Normal Retirement Age in which you work **less** than 40 hours in prohibited employment. The actuarial increase will be 1% per month for the first 60 months after Normal Retirement Age, and 1.5% per month for each month thereafter.

For example: You have 10 years of Past Service Credit and 20 Years of Future Service Pension Credit earned as of January 1, 1986, and you reach Normal Retirement Age on October 1, 1993. Instead of retiring, you continue to work sporadically. During the next two years, you had 9 months in which you worked less than 40 hours. Your benefit (without taking into account payment options or a Separation) would be:

1. Total years of Pension Credit earned as of January 1, 1986:
(10 years x \$18.00 + 20 years x \$29.70) = \$ 774.00

This is the benefit payable at Normal Retirement Age (October 1, 1993).

2. You will receive an actuarial increase for the 9 months in which you work less than 40 hours, equaling 9%. Your increased benefit would be $\$774.00 \times 1.09 = \844.00 (\$843.66 rounded up)

EARLY RETIREMENT PENSION

You can retire on an Early Retirement Pension as early as age 55 if you meet the service requirements. Monthly payments for early retirement will be lower depending on your age when you retire.

Eligibility

You are eligible for an Early Retirement Pension if you meet the following requirements:

1. You are at least age 55; and
2. You have at least 10 years of Pension Credit; and
3. You have earned at least two quarters of Future Service Credit; and
4. You have completed and filed an application with the Administrative Office.
5. You must refrain from Prohibited Employment (see page 22).

Pension Amount

To determine what the monthly payments will be with an Early Retirement Pension, you first need to figure what the amount would be if you were age 62, and were retiring on a Regular Pension with the same amount of Pension Credit you now have.

With an Early Retirement Pension, you will receive less than 100% of the Regular Pension payment because you are retiring at an early age, and the chances are you will be paid a pension for a longer period of time. The amount of the reduction is equal to one quarter of 1% for each month you are younger than age 62 when you retire, determined as of the effective date of your pension.

The percentage adjustment to your Regular Pension amount, based upon your age at retirement, is shown in the following table:

Age on Effective Date of Pension	Percentage of Regular Pension
55	79%
56	82%
57	85%
58	88%
59	91%
60	94%
61	97%

If you are somewhere between yearly age levels on your pension effective date, the percentage will be adjusted according to the number of months since your last birthday, including the month in which your birthday occurred. To determine what your monthly payment will be, multiply the amount you would receive as Regular Pension by the percentage for your age when you retire.

For example: An unmarried Participant has 20 years of Future Service Credit and 5 years of Past Service Credit as of January 1, 1986, and he/she reaches age 59 in 1995 and decides to retire.

- If he/she waited until he/she was age 62 and retired on a Regular Pension with the same amount of Pension Credit, he/she would receive \$684.00 per month (20 years x \$29.70 + 5 years x \$18.00).
- Since he/she wants an Early Retirement Pension with payments starting at age 59, his monthly payment will be 91% of that amount (see table). Multiplying \$684.00 by 91% equals \$622.44, which is rounded to \$622.50, the lifetime monthly pension payment for this Participant.

This is for a single-life pension (see page 14). If you are married at retirement, your benefit will be reduced for the Husband-and-Wife Pension provision as explained starting on page 14, unless you and your Spouse reject that form of payment in accordance with the Plan rules.

DISABILITY PENSION

Eligibility

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

1. You become totally disabled before reaching age 62; and
2. You have been awarded a Social Security Disability Award; and

3. You have at least 10 years of Pension Credit; and
4. You have earned at least two quarters of Future Service Credit; and
5. You have completed and filed an application with the Administrative Office.

Pension Amount

The monthly amount of the Disability Pension is the same as the monthly Regular Pension you would be entitled to receive if you were age 62 when you became disabled. There is no reduction for age. If you are married at the time payments begin, however, the amount of payment will be reduced for Husband-and-Wife Pension as explained starting on page 14, unless you and your Spouse reject that form of payment in accordance with the Plan rules.

Special Rules for a Disability Pension

Payments: Disability Pension payments from this Plan will be effective on the same date as your Social Security Disability benefits, provided you file your application for pension and a copy of your Social Security Disability Award within 60 days after you receive the Social Security Award. If you file these papers more than 60 days after you receive your Social Security Disability Award, your Disability Pension will not be effective until the first of the month after the Social Security Disability Award is received by the Administrative Office.

Disability Pension payments will continue for as long as you are totally disabled, except that once you reach age 62, your Disability Pension will continue regardless of whether you remain totally disabled.

Recovery from Disability: If you lose your Social Security Disability benefits, you must notify the Administrative Office, in writing, within 21 days of the date you receive notice of the loss of entitlement from the Social Security Administration. If you do not give this notice timely, your pension will be delayed by six months when you retire again later, plus the delay for the number of months for which you received a disability pension from the Plan after your Social Security Disability Benefit ended. If you are no longer entitled to a Disability Pension from this Plan, you may re-enter Covered Employment and earn benefits under the Annuity Plan as outlined in this booklet, subject to the rules of that Plan.

VESTED SERVICE PENSION

Eligibility

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

1. You are at least age 65; and
2. Effective January 1, 1999:
 - (A) You earned at least 5 years of Vesting Service and an Hour of Service on or after January 1, 1999.
 - (B) You earned at least 5 years of Pension Credit and 1 year of Vesting Service (the Vesting Service must be after January 1, 1992) without a Permanent Break in Covered Employment; or

- (C) You earned at least 10 years of Pension Credit without a Permanent Break in covered Employment; or
- (D) You have at least 10 years of Vesting Service without a Permanent Break in Covered Employment.

Employees who are not covered by a collective bargaining agreement may become eligible for a Vested Service Pension by earning at least 5 years of Vesting Service credit, so long as this includes credit for at least one hour of Service in the Annuity Plan on or after January 1, 1989.

For more information on vesting prior to January 1, 1999, please see page 4 of this summary and page 69 of the Rules and Regulations.

- 3. You have completed and filed an application with the Administrative Office.

Pension Amount

The monthly amount of the Vested Service Pension is calculated in the same manner as the Regular Pension.

SPECIAL NORMAL RETIREMENT AGE VESTED PENSION

Eligibility

You are eligible for a Special Normal Retirement Age Vested Pension if you meet the following requirements:

- 1. You have attained Normal Retirement Age. Your Normal Retirement Age is the later of (a) age 65 or (b) the earlier of your age on the 5th anniversary of the date you became a Participant in this Plan, counting years after January 1, 1988, or the tenth anniversary of the date you became a Participant, counting all years of participation. Of course, years before a Permanent Break in Covered Employment will not be counted in determining your anniversary of participation.
- 2. You are an Active Participant in the Plan on the date you attain Normal Retirement Age; and
- 3. You have completed and filed an application with the Administrative Office.

Pension Amount

Beginning January 1, 1986, the monthly amount of the Special Normal Retirement Age Vested Pension will be equal to \$29.70 for each full Year of Future Service Credit. No amount is paid for Past Service Credit.

PRO RATA, RECIPROCAL OR PARTIAL PENSION

The Pension Plan is a party to Reciprocal Agreements sponsored by the Laborers International Union of North America (covering Laborer Participants) and the Operative Plasterers and Cement Masons International Association of the United States and Canada (covering Operative Plasterer and Cement Mason Participants) to allow Partial Pension benefits. Arrangements also have been made with certain related Pension Trusts to enable credits earned by a Participant under the other plans to be combined with credits he/she has earned under this Plan to provide Pro Rata Pensions.

By combining credits earned under more than one Pension Plan, a Participant may become eligible for a Pension for which he/she would not be qualified on the basis of his credits under any one Plan. In the same way, he/she may be able to qualify for additional benefits. Work under related Plans also can be counted to prevent breaks in service.

In effect, the Partial, Reciprocal or Pro Rata provisions allow a Participant, for the purpose of meeting the eligibility requirements for a pension or to avoid a break-in-service, to consider Pension Credit earned under Related Plans as though it were Pension Credit under this Plan.

Eligibility

You are eligible for a Pro-Rata, Reciprocal, or Partial Pension if you meet the following conditions:

1. Your Combined Pension Credit, if it were all treated as Pension Credit under this Plan, would be enough to make you eligible for a Pension under this Pension Trust;
2. You have earned certain amounts of Pension Credit for which contributions have been made to this Plan (see Articles III-A, III-B, III-C and III-D of the Rules and Regulations for details); and
3. You have completed and filed an application with the Administrative Office.

Pension Amount

A Pro-Rata, Reciprocal, or Partial Pension is determined in the same way as the Regular, Early Retirement or Disability Pension under this Plan. Whichever type of pension you qualify and decide to apply for, the payments will be based on your combined Pension Credit. Each Pension Trust under which you earned the Credits will pay its proportionate share of your pension payment.

Special arrangements have been made with the Pension Trusts listed below to provide Pro-Rata Pensions:

San Diego County Construction Laborers Pension Trust Fund
Operating Engineers Local No. 428 Pension Trust Fund
Operative Plasterers & Cement Masons Local No. 394 Pension Trust Fund
Arizona State Carpenters Pension Trust Fund
Cement Masons Pension Trust Fund of Southern California
Cement Masons Pension Trust Fund of Northern California
Plastering Industry Pension Trust Fund
Construction Industry and Laborers Joint Pension Plan B

PROVISIONS AFFECTING BENEFICIARIES

The monthly pension amounts given in the preceding section are for a “single-life” pension. This means the benefit level is based on payment of benefits only for the lifetime of a Pensioner, with a minimum of 36 monthly payments for all types of Pension except the special Normal Retirement Age Vested Pension.

With a “single-life” pension, if the Pensioner (other than as a Special Normal Retirement Age Vested Pensioner) dies before he/she has received 36 monthly pension payments, the payments will be continued to the Pensioner’s Beneficiary until a total of 36 payments have been made. Otherwise, all benefit payments end after the Pensioner’s death.

The Plan provides payment methods which make it possible for you to ensure that your Spouse or your Beneficiary will continue to receive lifetime benefits, in the event you die first. For married Participants there is the Husband-and-Wife Pension; for unmarried Participants, there is the Joint and Survivor Option.

The Husband-and-Wife Pension is the **automatic form** of benefit for married Participants. If you do not want this form of payment, you may elect, **with your Spouse’s consent**, a single-life pension only. For unmarried Participants, a single-life pension is the automatic form, with the Joint and Survivor Pension as an option. These and other provisions which may affect Beneficiaries on the death of a Pensioner or of an Employee who was eligible for pension but not yet retired, are explained in this section.

HUSBAND-AND-WIFE PENSION

The Husband-and-Wife Pension provides that after your death, your surviving Spouse will receive monthly benefits for the rest of his or her lifetime equal to 50 percent of the monthly amount you were receiving.

For example: You were receiving a monthly amount of \$800 on a Husband-and-Wife Pension. Following your death, your surviving Spouse would receive a monthly benefit of \$400 for his or her life.

Since the Husband-and-Wife Pension extends payments over two lifetimes, benefit levels are adjusted accordingly. During your lifetime, you will receive monthly benefits at a lower amount than you would have received with a single-life; after your death, monthly benefits to your surviving Spouse for life will be 50% of your reduced benefit.

The amount your benefit is reduced for Husband-and-Wife Pension depends on the difference in age between you and your Spouse. If your Spouse is younger than you, benefits will be reduced more than if you are the same age or if your Spouse is older than you.

These are the formulas for determining the adjustment:

1. **Non-Disability Pensions.** If you are eligible for any type of pension other than a Disability Pension, your monthly pension will be reduced for the Husband-and-Wife Pension by multiplying it by 89% minus .4% for each year your Spouse is younger than you or plus .4% for each year your Spouse is older than you. The maximum percentage is 100%.
2. **Disability Pensions.** If you are eligible for a Disability Pension, your monthly pension will be reduced for the Husband-and-Wife feature by multiplying it by 79% minus .4% for each year your Spouse is younger than you or plus .4% for each year your Spouse is older than you. If you are younger than age 55 when your Disability Pension is effective, an additional .5% for each

year you are younger than age 55 is added to the percentage above. The maximum percentage is 100%.

Example 1: You are eligible for a Regular Pension of \$800.00 per month, you are 62 years old and your Spouse is 57 years old.

- The first step is to multiply your age difference of 5 years by .4% which equals 2%. Since your Spouse is younger than you, you subtract 2% from 89%, which equals 87%.
- You then multiply your Regular Pension of \$800.00 by 87%, which equals \$696.00. This is the monthly Regular Pension you will receive with the Husband-and-Wife Pension. Upon your death, your surviving Spouse will receive 50% of that amount, or \$348.00 for the remainder of your Spouse's lifetime.

Example 2: You are eligible for a Disability Pension of \$600.00 per month, you are age 54 and your Spouse is age 49.

- The first step is to multiply your age difference of 5 years times .4%, which equals 2%. Since your Spouse is younger than you, this amount is subtracted from 79%, which equals 77%.
- Since you are younger than age 55 on your effective date, an additional .5% will be added to the 77% because you are one year younger than age 55. The resulting percentage is 77.5%. Your Disability Pension of \$600.00 is multiplied by 77.5% which equals \$465.00. This is the monthly amount of Disability Pension you will receive for the rest of your life. Upon your death, your surviving Spouse will receive 50% of that amount, or \$232.50 for the remainder of your Spouse's lifetime.

If you have difficulty in figuring the amount of your Husband-and-Wife Pension, you can write to the Administrative Office. They will be happy to help you with the calculation.

Election of Husband-and-Wife Pension

When you file a pension application, the Administrative Office will give you a statement of what the monthly benefit will be with a single-life and with a Husband-and-Wife Pension. If you are married, your pension will be paid in the form of a Husband-and-Wife Pension unless you waive that form of benefit in accordance with the requirements of this section.

If you are married and you want your pension paid as a single-life, you must notify the Administrative Office in writing **before** your pension payments start. This notice to Administrative Office that you do **not** want the Husband-and-Wife Pension must signed by you and your Spouse in front of a notary public. If you do not notify the Administrative Office, your payments will be made under the Husband-and-Wife Pension if you are married.

Once monthly benefits have started to you under a Husband-and-Wife Pension, payments must continue in that form, even if your marriage is dissolved or if your Spouse should die before you.

Husband-and-Wife Pension before Retirement

The procedures explained above show how you choose a Husband-and-Wife Pension when you are ready to retire. Suppose instead that you are vested but do not retire, either by choice or because you don't yet

meet the age requirements. How can you make sure your Spouse will be protected by the Husband-and-Wife Pension if you should die before you apply for pension?

After you satisfy the requirements for vesting (see page 4), your Spouse will **automatically** receive a 50% pre-retirement survivor annuity in the event of your death, even though you had not yet retired.

If you die **after** reaching age 55, your Spouse will receive a monthly survivor annuity equal to 50% of the amount that would have been payable to you if you had retired on a Husband-and-Wife Pension on the day before your death. Benefits to your Spouse will begin on the first of the month following the month in which you died.

For example: If you were to die in April, 1997 at a time when you would have been eligible for a Regular Husband-and-Wife Pension of \$600.00 per month if you had retired, your Spouse will be entitled to receive a monthly benefit of \$300.00 effective May, 1997 and continuing for your Spouse's lifetime.

If you die **before** reaching age 55, your Spouse will receive a monthly survivor annuity equal to 50% of the amount that would have been payable to you if you had stopped working on the date of your death, then lived to age 55 and retired on a Husband-and-Wife Pension at that time. Benefits to your Spouse will begin on the first of the month following the month in which you would have reached age 55 had you lived.

For example: If you were to die at age 48 after becoming vested, your Spouse would not begin to receive the survivor annuity benefits until seven years after your death — when you would have reached age 55 had you lived. **Note:** Your Spouse **may** be entitled to elect an immediate 36-month death benefit instead of the survivor annuity (see pages 19 and 20 of this summary and Article V of the Rules and Regulations).

No matter what your age at death, your surviving Spouse also may elect, within 90 days after receiving written notice from the Plan, to receive the actuarial present value of the Husband-and-Wife Pension in a single lump sum payment, instead of the monthly payments otherwise payable.

Rules for Payment of Husband-and-Wife Pension

1. The Husband-and-Wife Pension is payable only to the Spouse to whom you are legally married under the laws of the State of Arizona when pension payments began.
2. You and your Spouse must be legally married under the laws of the State of Arizona for at least one year immediately prior to your death for the survivor annuity to be payable at your death.
3. Once Husband-and-Wife Pension payments begin, they will continue at the same level even if your Spouse dies before you or your marriage is legally dissolved.
4. Payments to a surviving Spouse continue for life; they do not stop even if he/she or she remarries.
5. If your Spouse dies before you, all pension payments stop with your death.

JOINT AND SURVIVOR OPTION

If you are not married you may elect an optional method of payment to provide a monthly income for a **Beneficiary** in the event that you die before the Beneficiary and your pension has already started.

This option is available to you **only** if you are eligible for a **Regular or Early Retirement Pension**. By electing this option, you receive a lower monthly pension than you would with a “single-life” pension, and either 100% or 66 2/3% of your benefit (whichever percentage you choose) is payable after your death to your designated Beneficiary for life.

By electing this option, you automatically waive the 36-month guaranteed pension payments described in the “Death Benefits” section on pages 19 and 20. As with the Husband-and-Wife Pension, your monthly pension payments will be lower than they would be with a “single-life” pension. The amount of the reduction depends on the relative ages of you and your Beneficiary.

If you are eligible and wish to elect the Joint and Survivor Option, you must do so in writing. This option does not take effect until **12 months** after the Administrative Office has received your election. If you file your pension application with an election of the Joint and Survivor Option within 12 months of the date your first payment will be made, your benefit will be paid with a “single life” (36-month) pension until the 12-month period has expired. The Joint and Survivor Option will not take effect unless both you and your Beneficiary are alive on the date it is to take effect, and only if the resulting monthly benefit to you or your Beneficiary is at least \$20.00.

Once you elect the Joint and Survivor Option, you cannot revoke it unless you do so in writing no later than the end of the first month after payments start. If you revoke the option timely, your revocation takes effect 12 months after it has been filed, and you benefit will be paid in the Joint and Survivor form until the revocation takes effect.

The Joint and Survivor Option will be **automatically** revoked if your Beneficiary dies before the option has become effective. If this occurs, you may continue the Joint and Survivor Option if you choose another Beneficiary and advise the Trustees in writing within 90 days.

With the Joint and Survivor Option, you can elect to have payments to your surviving Beneficiary equal to either 100% or 66 2/3% of the amount you were receiving. If you elect payments to the Beneficiary at 100%, the reduction in your benefit during your lifetime would, of course, be greater. Please note, there may be some restrictions on the actual percent payable to your Beneficiary if the individual is significantly younger than you are.

These are the formulas:

1. **100% Joint-and-Survivor Option.** If you elect the 100% Joint-and-Survivor Option, the amount of your pension under the single-life provision will be reduced by multiplying it by 80% minus .6% for each year your Beneficiary is younger than you or plus .6% for each year your Beneficiary is older than you, up to a maximum of 100%.
2. **66 2/3% Joint-and-Survivor Option.** If you elect the 66 2/3% Joint-and-Survivor Option, the amount of your pension under the single-life provision will be reduced by multiplying it by 86% minus .5% for each year your Beneficiary is younger than you or plus .5% for each year your Beneficiary is older than you, up to a maximum of 100%.

Example 1: You are eligible for a Regular Pension of \$800.00 per month which you elect to be paid as a 100% Joint-and-Survivor pension, you are 62 years old and your Beneficiary is 57 years old.

- To calculate the monthly amount you would receive under the 100% Joint-and-Survivor Option, you first determine how many years younger or older your Beneficiary is than

you, and multiply that number of years by .6%. In this case, your Beneficiary is 5 years younger than you, so you would multiply 5 years by .6% which equals 3%.

- Since your Beneficiary is younger than you, you must subtract the 3% from 80%, which equals 77%. You then multiply your Regular Pension of \$800.00 by 77%, which equals \$616.00. This is the monthly amount you would receive for the rest of your life under the 100% Joint and Survivor Option. Following your death, your Beneficiary will receive that same amount for life.

Example 2: You are eligible for a Early Retirement Pension of \$700.00 per month which you elect to be paid as a 66 2/3% Joint-and-Survivor pension, you are age 56 and your Beneficiary is age 51.

- You first multiply your age difference of 5 years times .5%, which equals 2.5%. Since your Beneficiary is younger than you, this amount is subtracted from 86%, which equals 83.5%.
- You then multiply your Early Retirement Pension of \$700.00 by 83.5%, which equals \$584.50. This is the monthly amount you will receive for the rest of your life. Following your death, your Beneficiary will receive 66 2/3 % of that amount for life, or \$390.00 (\$389.69 rounded up).

DOMESTIC RELATIONS ORDERS/DIVORCE DECREES

The Retirement Equity Act of 1984 provides that the Plan must recognize any Qualified Domestic Relations Order and make payments as directed by the Order to any Spouse, former Spouse, child or other dependent (called an "Alternate Payee") of a Plan Participant specified by the Order. A Qualified Domestic Relations Order (QDRO) is a state domestic relations order such as a divorce decree which creates or recognizes an Alternate Payee's right to receive all or a portion of the benefits payable to a Participant under the Plan. Any lawful judgment, decree, order, or property settlement agreement which has been entered into may be a QDRO if it relates to the provision of child support, alimony payments, or marital property of a Spouse, former Spouse, child or other dependent of a Plan Participant and is made pursuant to State domestic relations law, and meets certain other requirements specified by Federal law.

The Trustees cannot recognize or honor a domestic relations order, such as a divorce decree, which attempts to divide a pension, unless the order or decree contains certain information and otherwise complies with federal law. If you are contemplating a divorce or are a party to any other domestic relations action which may involve the Trust Fund, you should contact the Administrative Office for additional information before any domestic relations order or decree is signed by a judge or commissioner.

The Trustees have adopted formal procedures for the treatment of domestic relations orders received by the Plan, and a copy of those procedures is available without charge from the Administrative Office.

If you have any questions regarding Benefits for Beneficiaries, please contact the Administrative Office. They will be happy to help you with your questions.

DEATH BENEFITS

The following describes payments which may be made by the Plan to surviving Spouses or Beneficiaries on the death of a married Participant.

Death Before Retirement

Lump-Sum Payment. If you die before you qualify for any pension from the Plan, your designated Beneficiary may receive a lump-sum payment equal to the total amount of contributions made to the Pension Fund on your behalf.

For this lump-sum benefit to be payable, you must have earned at least one quarter of Future Service Credit or 125 Hours of Service under the Annuity Plan in the two consecutive calendar years preceding your death, including the calendar year in which you died (this does not apply if contributions began on your behalf during either the calendar year of your death or the two consecutive calendar years prior to the year of your death).

Contributions taken into account in figuring the lump-sum payment will only include those made since your last Permanent Break in Covered Employment, if any.

Starting January 1, 1989, if you die after you satisfy the service requirement for a Regular Pension (but before being awarded any pension under the Plan), and are unmarried, your designated Beneficiary will be entitled to the **greater** of:

1. 36 monthly payments, equal to the monthly pension you would have received had you been age 62 and unmarried on the date of your death (reduced by the number of any previous payments made), or
2. a lump sum payment equal to the total amount of contributions made on your behalf.

Husband-and-Wife Pension. If you are vested and **at least age 55** at the time of your death, (based on your Pension Credit or Vesting Service Credit without an intervening Permanent Break), your surviving Spouse will receive the Husband-and-Wife Pension described earlier. See page 14. The pre-retirement death benefit payable to eligible Participants described above is also payable, however the amount will be reduced by the amount payable under the Husband-and-Wife Pension.

The amount payable to your surviving Spouse is equal to one-half of the monthly benefit that would have been payable to you under the Husband-and-Wife Pension, as if you had retired on the day before you died.

If you are **younger than age 55** on the date of death, calculation and payment of the Husband-and-Wife Pension is deferred until the date you would have reached age 55. Your surviving Spouse does have the option, however, to either take the lump sum actuarial value of the Husband-and-Wife Pension **or** to receive 36 monthly payments. If the actuarial present value of the Husband-and-Wife Pension is greater than the 36-monthly payments, then the 36 monthly payments will be increased to equal the actuarial present value of the Husband-and-Wife Pension.

Upon application, payments of the 36-month death benefit due under any of the conditions above will be effective with the first month following the date of your death.

Death After Retirement

If you have retired on any Pension **other than a Special Normal Retirement Age Vested Service Pension**, die before you have received 36 monthly payments, and are **not** receiving payments under the Husband-and-Wife Pension or the Joint and Survivor Option, your designated Beneficiary will receive the remainder of the 36 monthly payments. If you have received 36 payments or more at the time of your death, no payment is due to your Beneficiary under this provision.

LUMP SUM PAYMENT OF MONTHLY PENSION

If at the time a monthly benefit becomes payable to you, your Spouse or a Beneficiary, the actuarial value of the monthly benefit is \$5,000 or less, the Board of Trustees will pay the lump sum amount of that actuarial value, instead of the monthly benefit which otherwise would be payable.

SUSPENSION OF BENEFITS FOR WORK AFTER RETIREMENT

To receive benefits from this Plan, you must retire according to the rules of the Plan. If you take work which is prohibited by Plan regulations, you must notify the Administrative Office **in writing** within 21 days after you start work. Your monthly pension will be suspended while you are in prohibited employment and possibly longer, as explained later in this section.

Prohibited Employment Before Age 62

While you are younger than age 62, you cannot work anywhere for wages or profit, either in the type of work covered by the Collective Bargaining Agreement, or in the construction and related industries. See Article VIII, Section 8 for more details on prohibited employment.

Prohibited Employment After Age 62

Effective January 1, 1998, on or after the day when you reach age 62, there are no restrictions on the type of work you may perform while receiving pension payments from this Plan.

Suspension of Pension Payments

If you are receiving a pension from this Plan and are under age 62, if you take work which is prohibited by the Plan regulations, you must notify the Administrative Office, in writing, within 21 days, at which time your benefit will be stopped.

Your benefit will continue to be suspended for any calendar month in which you have been employed, plus an additional six calendar months after you cease your prohibited employment. If you also have **not** notified the Administrative Office of your prohibited employment within the required 21 days, your payments will be suspended for an **additional** six calendar months. In any event, the total suspension period will not extend beyond age 62.

You will receive notice from the Plan when your benefit has been suspended, including the reasons for the suspension. You have the right to appeal to the Board of Trustees in writing, which must be filed with the Trustees within 60 days of the date on your notice of suspension. The appeal will be considered by the Administrative Office, and their decision will be furnished to you in writing, including the reasons for the decision and reference to governing Plan provisions.

If your pension is suspended, you must file a claim to resume payments before your pension can start again. To meet this notice requirement, you can simply advise the Trustees, in writing, as to when you stopped or will stop working in prohibited employment. The Administrative Office will then review your file and advise you about the date payments will resume, and the Plan's recovery of any overpayment.

Your pension will be recalculated according to the Plan's rules to determine an increase due you, if applicable, for additional work in Covered Employment. If you have received pension payments which should have been suspended, the Trustees can offset the amount of the overpayment from future monthly pension payments otherwise payable to you, or recover by other means available.

If you have any questions as to whether a job you plan to take will cause a suspension, please write the Administrative Office before you begin employment, provide the employer for whom you intend to work, describe the job you propose to perform, and you will be advised if the job will cause a suspension of your pension payments.

HOW TO OBTAIN BENEFITS AND SECURE REVIEW OF ADVERSE BENEFIT DETERMINATIONS

Preface

Final Regulations developed by the United States Department of Labor express minimum requirements for employee benefit plan procedures pertaining to claims for benefits by participants and beneficiaries.

This Section, “How to Obtain Benefits and Secure Review”, sets forth the Fund’s rules, developed to conform to the Regulations, that apply to pension benefit determinations and the review of adverse benefit determinations.

Hopefully, the process set forth in this Section will allow the prompt initial determination of your pension benefit claims and the full and fair review of adverse pension claim determinations for which you request review.

Authorized Representatives

The Regulations contemplate that you may pursue pension benefit claims through authorized representatives. They also contemplate that a benefit plan may establish procedures for determining whether an individual has been authorized to act on your behalf.

This Fund will recognize the following individuals as representatives for claims and claim review requests:

1. If you are an adult participant or beneficiary, you may speak on your own behalf.
2. If you are a parent (natural or adoptive) you may speak on behalf of a child – beneficiary.

All other purported representatives must supply evidence that they are authorized to speak on your behalf. For the Fund to recognize such a representative, the representative must present to the Administrative Office a court order, a “Power of Attorney” or a similar document expressing the representative capacity.

Claim Determination Consistency

It goes without saying that like claims should receive like treatment. The Administrative Office of the Fund will take steps to ensure and to verify that your benefit claim determinations are made in accordance with governing plan documents and that these plan provisions have been applied consistently with respect to you and other similarly-situated claimants.

Benefits Available

The Pension Plan provides benefits to a number of different individuals who qualify for those benefits. The benefits are summarized on pages 8 to 13.

Filing of Pension Claims/Issues

If you believe that you are eligible for benefits under the Pension Plan, you should contact the Administrative Office and request the appropriate benefit application forms. The Administrative Office will mail the appropriate application forms to you. A claim is filed, or “received”, for purposes of these

rules, when a completed benefit application is received by the Administrative Office, although additional information, including election forms, tax forms, retirement declarations, etc. may be required before an initial determination can be made on the application. The Administrative Office will specify what additional information may be needed. (See discussion of Pension Effective Dates, below.)

If you wish to pose any other issue to the Fund for determination, you should put the issue in writing and submit it to the Administrative Office. An issue other than a benefit application is filed, or “received”, for purposes of these rules, when the writing posing the issue is received by the Administrative Office.

Application for a Disability Pension

If you are applying for a Disability Pension, you must provide proof of disability in addition to the foregoing. This would be the notice of entitlement to Social Security disability benefits which you may have received from the U.S. Social Security Administration.

Application for a Pro Rata Pension

If your application is for a Pro Rata Pension, you may also need to apply to the Related Plan (or Plans) for a pension under their regulations.

Application for a Partial Pension

If your application is for a Partial Pension, you may also need to apply to the Related Plan (or Plans) for a pension under their regulations.

If you are age 65 and do not apply for a pension

According to federal law, your benefits will be suspended if you continue to work in prohibited employment (see page 22) after age 65 (or your Normal Retirement Age, if later). This means that if you do not apply for benefits when you reach age 65, pension payments will be suspended for every month after then in which you work more than 40 hours. You will continue to accrue Pension Credit based on the hours you work in Covered Employment. When you retire, your pension will be calculated as a delayed retirement as described on page 9.

Federal Income Tax Withholding; Rollover to Another Qualified Account -If benefits are paid as a lump sum or in installments over a period of less than 10 years, federal law requires 20% withholding for federal income tax on those payments, unless the individual to receive the payments elects to rollover those payments to another eligible tax-qualified account, such as an Individual Retirement Account (IRA). You should consult with your financial and/or tax advisor to select the best approach.

Pension Effective Dates

Usually, pensions are effective on the first day of the month after the completed pension application is received by the Administrative Office. Payments can be delayed, however, by processing time; for example the need to get proof of employment from the Social Security Administration for Past Service Credit. This can cause a delay as long as 60 to 90 days; once processing is completed and eligibility is verified, pension payments will be made retroactive to the month after the application was received.

If you are eligible for pension benefits from this Plan, payments must begin no later than April 1st of the calendar year which immediately follows the calendar year in which the individual reached age 70 1/2. Payments which are required under this rule, but are not made timely, are subject to a 50% federal excise tax.

Disability Pension payments can begin no earlier than the sixth month of disability. As with other types of pensions, an application for a Disability Pension must be filed with the Administrative Office. As explained earlier under “Disability Pension” starting on page 10, an individual may be entitled to an additional benefit if you file your application and Social Security Disability Award Notice with the Administrative Office within 60 days of the Notice date.

To ensure that a Disability pension will become payable as early as possible:

1. Send the application to the Administrative Office as soon as possible, and, if applicable, at the same time as the application for Social Security benefits; and
2. Send the Social Security notice of entitlement to the Administrative Office as soon as it is received.

30-Day Waiting Period for Payment

By law, participants and their spouses, if any, have a 30-day notice and election period to decide the form in which they want monthly benefits to be payable. The automatic form for married retirees is a Qualified Joint and Survivor Annuity, and, for unmarried retirees, it is a single life annuity.

Regardless of what form of benefit you choose, your Annuity Starting Date (the date as of which your benefits become effective) cannot occur – and neither may the actual distribution of your pension commence – before this notice period ends unless you elect to waive the minimum 30-day notice and election period and your spouse, if any, consents to that waiver.

An election to waive the 30-day minimum waiting period will be granted as long as:

- (1) you are informed of the right to take at least 30 days to consider whether to waive the automatic form of payment and consent, if applicable to an alternate form of payment, and
- (2) distribution of benefits does not begin until you and your spouse, if any, have had at least a seven-day period in which to consider the form in which your benefits will be paid.

This change will allow you to have benefits begin as of the eighth day after you are provided with the written explanation of the forms of payment, although administrative delay in processing the pension application may delay issuance of your first benefit payment. This change is effective for retirements on or after June 1, 2002.

Application for Benefits by Beneficiaries

If you die before or after retirement, your surviving Spouse or other Beneficiary must file an application with the Administrative Office for death benefits and/or retirement benefits which may be due them (see Provisions Affecting Beneficiaries starting on page 14).

To make it possible for payments to begin with minimal delay, the Spouse or Beneficiary, or their representative, should contact the Administrative Office as soon as possible after a Participant’s death about any benefits due and required procedures. The Administrative Office will supply the forms and information needed.

Benefit Claims and Disability Benefit Claims

Initial Determination – Notice

Pension claims/issues are required to be initially determined by the Fund and notice of any decision given to you, within a reasonable period of time, not later than 90 days after receipt of the claim. This period may be extended one time by the Fund for up to 90 days, provided that the Fund both: (1) determines that special circumstances require the extension; and (2) notifies you, prior to the expiration of the initial 90-day period, of the circumstances requiring the extension of time and the date by which the Fund expects to make the determination.

If the special circumstance requiring the extension of time under this provision is your failure to supply information needed to perfect the claim, and such information is not received by the Administrative Office within the 180 day time period specified by this provision, the claim will be denied, and a new application must be filed with the Administrative Office under the Filing paragraph of these rules.

Form of Notice of Initial Determination

If an adverse determination is made by the Fund with respect to a benefit claim/issue, the Fund is required to provide to you written notification setting forth, in a manner suited to your understanding:

1. The specific reason(s) for the determination;
2. Reference to the specific plan provision(s) on which the determination is based;
3. A description of any additional material or information necessary to perfect the claim and any explanation of why the additional material or information is necessary; and
4. A description of the Fund's review procedures and the time limits applicable to such procedures, including a statement of your right to sue under Section 502(a) of ERISA after exhaustion of the review procedures.

Time Frame To Request Review

You have 60 days following receipt of notification of an adverse determination to file a request for review. Any request for review received by the Fund after this time frame is untimely and subject to denial on review on that basis alone.

Request for Review

You may request review of an adverse determination by filing a written review request with the Board of Trustees at the Administrative Office.

Full and Fair Review

You will be given the opportunity to submit written comments, documents, records and other information relating to the claim. The Fund will provide you, free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim. The review of the claim will take into account all comments, documents, records and other information you submit relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Determination on Review – Notice

A determination on review is required to be made by the Board of Trustees no later than the date of the meeting of the Board of Trustees that immediately follows receipt of the request for review, unless the request for review was filed within 30 days preceding the date of such meeting. In such a case, a benefit determination on review may be made no later than the date of the second meeting following the receipt of the request for review. If special circumstances require a further extension of time for processing, a benefit determination on review shall be rendered not later than the third meeting of the Board of Trustees following the receipt of the request for review. If special circumstances require such an extension, the Fund will notify you in writing of the extension, describing the special circumstances and the date on which the benefit determination on review will be made. If an extension is due to your failure to submit information necessary to decide the claim, the period for making the determination on review will be tolled from the date on which the notification or extension is sent to you until the date on which you respond to the request for additional information. Notice of the benefit determination on review will be given not later than 5 days after such a determination is made.

Form of Notice of Determination on Review

The Fund will provide you with written notification of the determination on review. If the determination is adverse, the Fund is required to provide written notice to you setting forth, in a manner calculated for your understanding:

1. The specific reason(s) for the determination;
2. Reference to the specific plan provision(s) on which the determination is based;
3. A statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information related to the claim; and
4. A statement of your right to sue under Section 502(a) of ERISA.

TRUSTEE AUTHORITY

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

If at any time while a claim or other issue is pending, you feel that the rules expressed in this booklet are not being honored, you should contact the Board of Trustees, which is authorized, but is not required, to suspend these rules and move the pending claim or issue directly to their attention for final determination. The Trustees may be contacted c/o the Administrative Office.

ANNUAL DISTRIBUTION OF EXCESS ASSETS

By resolution of the Trustees, the Pension Plan was “frozen” at the benefit levels in effect on January 1, 1986. Since the earnings on the Plan’s assets may, in some years, exceed the amounts of money necessary to pay for these “frozen” benefit levels, the Trustees have authorized a distribution of excess assets beyond that needed to provide promised benefits as they may occur.

Distribution of excess assets, if any, to Pensioners will be made in the form of a 13th pension check, equal to the amount of the excess assets allocable to that Pensioner. Distribution of excess assets, if any, to other eligible Participants will be made in the form of a transfer to their Annuity Plan accounts equal to the amount of excess assets allocable to those Participants.

There will only be a distribution of excess assets, if the Trust Fund’s actuary determines the assets of the Pension Plan exceed 110 percent of the present value of the pension credits already earned by the Participant.

SOME QUESTIONS, ANSWERS AND BASIC FACTS ABOUT THE PLAN

Must I retire when I reach age 65 (or Normal Retirement Age, if later)?

No. Retirement under this Plan is voluntary. However, payment of your benefit must commence on or before your Required Beginning Date. Your Required Beginning Date is the April 1 following the year in which you attain age 70½.

May my pension benefits be assigned?

No. The Plan is prohibited from paying your pension benefits to another party. However, the Plan is required by law to pay benefits according to a Qualified Domestic Relations Order.

Are pensions provided by this Plan affected by my Social Security benefits?

No. The benefits under this Plan are in addition to benefits paid under Social Security.

Who is the Plan Administrator?

The Pension Plan is administered by a Board of Trustees made up equally of representatives of the Union and of the Employers. The Trustees administer the Pension Trust Fund according to an Agreement and Declaration of Trust. This provides that all money paid into the Pension Trust Fund or earned by the Pension Trust Fund can be used only for the purpose of providing pensions, according to the Rules and Regulations of the Trust Fund, for the Participants and Beneficiaries covered by the Pension Plan and for paying expenses incurred in the operation of the Plan.

The full text of the Rules and Regulations of the Pension Plan are part of this booklet (starting on page 41). The Trustees may, from time to time, amend or interpret these Rules and Regulations.

A Participant's right to pension benefits, and the right of a Beneficiary to survivor's benefits, are governed by the actual Rules and Regulations of the Pension Plan. The explanatory material in this booklet is designed to inform you about the Plan and what it provides, and great care was taken to make it accurate. If there is a question or conflict about the Plan, however, it is the Rules and Regulations of the Plan, and **not** this explanatory material, which would govern the payment of benefits from the Fund.

If you have any question about the material in this booklet or any Plan provision, please direct your questions to the Administrative Office at Arizona Laborers' and Teamsters' Pension Trust Fund, Southwest Service Administrators, Inc., 2400 West Dunlap Avenue, Suite 250, Phoenix, Arizona 85021-2811. The Board of Trustees is the only official source of information about the Plan and your status as a Participant.

Who is covered by the Plan?

The Plan covers only Employees working in Covered Employment for contributing Employers.

Can a Participant or Beneficiary appeal if benefits are denied?

Yes. Any Participant or Beneficiary who is denied a benefit or disagrees with the type or amount of benefits allowed has the right to appeal to the Board of Trustees. This must be done within 60 days of the date a Participant or Beneficiary receives a letter notifying them of the decision. The rules and procedures for filing an appeal are in Article VIII, Section 4 of the Pension Plan. Explanatory material starts on page 26 of this summary.

Are Plan Documents available to Participants and Beneficiaries?

Yes. Copies of the Plan, summary descriptions and a summary of the annual report are available for inspection at the Administrative Office during regular business hours. On written request, copies will be supplied by mail. Copies of the Trust Agreement, Collective Bargaining Agreements and the full annual report also are available for inspection at the Administrative Office during those hours.

These documents can be furnished as well by mail, on written request, but reasonable charges will be made for copying. You should find out what the charge will be before sending your request.

The preceding material has been prepared to explain as clearly as possible your rights and benefits, and other important features of your Pension Plan. Some of the regulations have been summarized, but every effort has been made to ensure the accuracy of the summary. Nothing in this explanation is intended to change in any way the Rules and Regulations of the Plan itself, which are included in this booklet and are a part of it.

For any question that may arise, your rights under this Plan will be determined only according to the Rules and Regulations of the Plan and the procedures prescribed in those Rules. The full text of the Rules and Regulations is in the following section of this booklet.

Only the full Board of Trustees is authorized to interpret the Rules. Information from other sources is **not** official and may not be correct. No Union or Employer nor any of their representatives are authorized to interpret the Rules or to act as an agent of the Board of Trustees.

If you have any questions about the Pension Plan, contact the Administrative Office. The staff has up-to-date information on the operation of the Plan and on your rights and responsibilities under it. The staff is available to help you with any questions.

Official communications concerning the Plan must be in writing signed on behalf of the full Board of Trustees or, if expressly authorized by the full Board of Trustees, may be signed by the individual or entity designated by the Board of Trustees.

Please address your questions and inquiries to:

ARIZONA LABORERS' AND TEAMSTERS' PENSION TRUST FUND
2400 West Dunlap Avenue, Suite 250
Phoenix, Arizona 85021-2811

CHECKLIST: THINGS FOR YOU TO DO

1. **Let us know where you are.**

Keep the Administrative Office informed of any change in your mailing address to make sure you get all our communications. Our address and phone are:

Arizona Laborers' and Teamsters' Pension Trust Fund
2400 West Dunlap Avenue, Suite 250
Phoenix, Arizona 85021-2811
(602) 249-3582 or toll free (800) 474-3485

2. **If you leave Covered Employment.**

Review the section on "Break in Covered Employment". Please remember that if you do not earn sufficient Pension Credit over a number of years, it may result in the loss of all your previously accrued credits and benefits. If you are uncertain about your status, request an accounting from the Administrative Office. They also can tell you if a Break in Covered Employment can be repaired and how to do it. Even if you are vested (when you **cannot** lose your rights to a Vested Service Pension), you should keep the Administrative Office informed of any change in address.

3. **If your marital status changes.**

Inform the Administrative Office. See the sections on the Husband-and-Wife Pension and other options affected by your marital status.

4. **If you are thinking about retirement.**

Get the information you need and file your application in plenty of time. You will have to have copies of certain documents such as birth certificate, marriage certificate, etc. The Administrative Office can tell you what you need to file.

5. **Check your options.**

There may be waiting periods and deadlines in connection with various type-of-pension options provided by the Plan. You should check your options from time to time, especially whenever there is a change in your family status. If you are in doubt, contact the Administrative Office.

6. **Keep your records.**

The accuracy and completeness of the records of your work in Covered Employment is an important factor in determining eligibility. You can protect yourself against possible future difficulty by checking the work records you receive. If you disagree with them, notify the Administrative Office as soon as possible. Be sure to keep pay vouchers, payroll check stubs and other evidence of employment you may receive. This applies to work under this Plan and Related Plans.

7. **Designate a Beneficiary.**

To protect the person or persons you want to receive the Plan's Death Benefits, be sure that you have made your designated Beneficiary known to the Administrative Office. If your Beneficiary

dies before you, or if for any other reason you want to change your Beneficiary, you should inform the Administrative Office as soon as possible.

8. **Qualified Domestic Relation Orders (QDROs).**

If you become a party to a QDRO, notify the Administrative Office as soon as possible. Please see page 18 for more information regarding QDROs.

EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

The following information, some of which appears elsewhere in this booklet, is specifically required by the Act specified in Section 102(b) of the Employee Retirement Income Security Act of 1974 (ERISA).

1. **The name and type of administration of the Plan.**

The Arizona Laborers' and Teamsters' Pension Plan. This plan is a defined benefit plan, it is collectively bargained, and it is a Joint-trusted Labor-Management Trust.

2. **Internal Revenue Service plan identification number and plan number.**

The Employer Identification Number (EIN) issued to the Board of Trustees is 86-6084210. The Plan number is 001.

3. **Name and address of the person designated as agent for the service of legal process.**

Barry Hinkle, Esq.
Weinberg, Roger & Rosenfeld
1001 Marina Village Parkway, Suite 200
Alameda, CA 94501-1091

Keith Overholt, Esq.
Jennings, Strauss & Salmon, P.L.C.
The Collier Center, 11th Floor
201 East Washington Street
Phoenix, Arizona 85004-2385

Service of legal process may also be made upon the Board of Trustees at the Administrative Office shown below.

4. **Name and address of the Administrator.**

The Board of Trustees, as shown in Item 5, below.

The Trustees have engaged the independent contractor named below to perform the routine administration of the Trust:

Southwest Service Administrators, Inc
2400 West Dunlap Avenue, Suite 250
Phoenix, Arizona 85021-2811
(602) 249-3582 or toll free (800) 474-3485

5. **Names and addresses of Trustees**

Management Trustees

Labor Trustees

David Martin
Arizona Chapter A.G.C.
1825 West Adams
Phoenix, AZ 85007

Andrew Marshall
Teamsters' Local 104
1450 South 27th Avenue
Phoenix, Arizona 85009

Amanda McGennis
Arizona Chapter A.G.C.
1825 West Adams
Phoenix, AZ 85007

Floyd Wyatt
9232 West Meadow Hills Drive
Sun City, AZ 85351

Javil Delgado
Laborers Local No. 383
512 West Adams
Phoenix, AZ 85003

Lino Rodriguez
Laborers Local No. 383
512 West Adams
Phoenix, AZ 85003

6. **Collective Bargaining Agreement Information.**

The Plan is maintained pursuant to one or more Collective Bargaining Agreements. Copies of the applicable Collective Bargaining Agreement may be obtained by Participants or Beneficiaries upon written request to the Plan Administrator and are available for examination by Participants and Beneficiaries in the principal office of the employee organization and at each employer establishment in which at least 50 Participants are customarily working. Additionally, the applicable Collective Bargaining Agreement is available for inspection at the Local Union offices.

7. **Eligibility Requirements.**

The Plan's requirements respecting eligibility for benefits are shown beginning on pages 1 through 28 and in Articles II, III, IV, V, VI, VII, and VIII of the Pension Plan.

8. **Description of provisions for non-forfeitable pension benefits.**

A Participant achieves vested status according to the provisions of Article VI, Section 3 of the Plan.

9. **Normal Retirement Age.**

The Normal Retirement Age under the Pension Plan is the later of (i) age 65 or (ii) the earlier of the Participant's tenth anniversary of participation in the Plan counting all participation, or the fifth anniversary of participation in the Plan only after January 1, 1988.

10. **Husband and Wife Pension.**

The provisions of the Husband-and-Wife Pension which provides a life-time benefit for a Surviving Spouse are set forth in Article IV of the Plan.

11. **Description of circumstances which may result in disqualification, ineligibility, denial or loss of benefits.**

The following circumstances may result in disqualification, ineligibility, denial or loss of benefits.

- a. After January 1, 1987, a Participant will incur a "Permanent Break in Covered Employment" if he/she has at least five consecutive Calendar Years in which he/she has less than 125 hours of Service and the number of consecutive Calendar Years in which he/she did not complete 125 hours of Service equals or exceeds the number of years of Vesting Service which he/she had previously accumulated. Refer to Article VI, Section 4 of the Plan.
- b. If a Pensioner receiving a Disability Pension recovers from his disability or loses entitlement to his Social Security Disability Benefit before attaining age 65, he/she must inform the Board of Trustees in writing within 21 days of the date he/she recovers or receives notice from the Social Security Administration. If he/she does not provide such notice, upon his subsequent retirement he/she will not be eligible for benefits for six months following the date of his retirement, plus any additional months during which he/she received Disability Pension payments which he/she was not entitled to. Refer to Article III, Section 9 of the Plan.
- c. If a Pensioner returns to employment prohibited by the Plan, he/she must inform the Board of Trustees in writing within 21 days of his return. Upon his subsequent retirement, he/she will not be eligible for benefits for six months following the date of his retirement.

If a Pensioner does not provide such notice of employment, he/she may be disqualified for benefits for an additional period of six months over and above the suspension period explained in the preceding paragraph. Refer to Article VIII, Section 9 of the Plan.

- d. A Pensioner is not eligible to receive a pension until the first day of the month following the date on which he/she filed an application for a pension. The procedure for filing an application for benefits is outlined on pages 23 through 25, in the benefit description section and in Article VIII, Section 1 of the Plan.
- e. Participants are ineligible for a Regular or Early Retirement Pension unless they have 10 years of Pension Credit without a permanent Break in Covered Employment.
- f. In addition to the description set forth elsewhere in this Summary Plan Description, your benefits may be reduced if they exceed the maximum amount allowed by Section 415 of the Internal Revenue Code.

If the annual retirement benefit exceeds the maximum benefit permitted, the Retired Employee's benefit will be reduced to the limit then in effect. In following years, as cost of living increases raise the limits on benefits, payments may be increased.

If a Retired Employee's benefit must be reduced due to aggregation with a nonmultiemployer plan, the reduction applies to the benefit from the nonmultiemployer plan unless the benefit from that plan has been paid.

12. **Remedies available under the Plan for the redress of claims which are denied in whole or in part, including provisions required by Section 503 of Employee Retirement Income Security Act.**

The Procedure for applying for pensions is described on pages 23 through 25. If a person wishes to appeal a denial of a benefit in whole or in part, he/she should file a request for a review within 60 days after receiving the denial. For a complete description see Article VIII, Section 4.

13. **Recordkeeping period.**

The period used for computing Pension Credit and Vesting Service is the Calendar Year.

14. **Source of financing of the Plan.**

All contributions to the plan are made by Employers in accordance with the applicable Collective Bargaining Agreement. Benefits are provided directly from the Fund's assets which are accumulated under the provisions of the Trust Agreement.

15. **The identity of any organization used for the accumulation of assets through which benefits are provided.**

Benefits are provided from the Fund's assets which are contributed pursuant to the provisions of the Collective Bargaining Agreements and accumulated under the Trust Agreement and held in a Trust Fund for the purpose of providing benefits to Participants and defraying reasonable covered administrative expenses. The Fund's assets and reserves are held in custody by Wells Fargo Bank and invested by investment managers NWQ, Wellington and McMorgan & Company.

16. **Plan Documents and Reports.**

You may examine the following documents at the Administrative Office during regular business hours, Monday through Friday, except holidays:

- a. Trust Agreement and Plan Rules and Regulations
- b. Collective Bargaining Agreements
- c. Insurance contracts, if any
- d. Form 5500 (Annual Return/Report) filed with the Internal Revenue Service and Department of Labor
- e. A list of contributing Employers

You may also obtain copies of the documents by writing for them and paying the reasonable cost of duplication. You should find out what the charges will be before requesting copies. If you prefer, you can arrange to examine these reports, during business hours, at your union office. To make such arrangements, call or write the

Administrative Office. A summary of the annual report which gives details of the financial information about the Fund's operation is furnished annually to all Participants free of charge.

17. PBGC Guarantee of Plan Benefits Upon Termination.

The collective bargaining parties intend that this Plan continue indefinitely. However, the collective bargaining parties reserve the right, subject to the provisions of the Trust Agreement, to terminate the Plan. See Article XI, Section 3 of the Plan.

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

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

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

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

18. Statement of ERISA Rights:

As a Participant in the Arizona Laborers' and Teamsters' Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits.

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65, or, if later, an applicable anniversary date – see page 12) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

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 plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the 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 administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan'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 it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, 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 publications hotline of the Employee Benefits Security Administration.

IMPORTANT: No Local Union, Local Union Officer, Business Agent, Local Union Employee, Employer or Employer Representative or Administrative Office personnel, consultant or attorney is authorized to speak for, or on behalf of, or to commit the Trustees of this Plan on any matter relating to the Plan without the express authority of the Board of Trustees.

Only the Board of Trustees of the Plan have the authority to determine eligibility for benefits and the right to participate in the Plan, including the manner in which hours are credited, eligibility for any benefit, discontinuance of benefits, status as a covered or non-covered employee, the level of benefits, and the interpretation and application of the Rules and Regulations of the Plan.

**THIRD RESTATEMENT OF THE RULES AND REGULATIONS
OF THE ARIZONA LABORERS' AND TEAMSTERS'
PENSION PLAN**

This document sets forth the Pension Plan, as amended, for the above named Pension Trust Fund effective January 1, 2002 and incorporates subsequent Amendments 1 and 2 to the 2002 Restatement. This restated Plan is applicable only to benefits which commence on and after January 1, 2002. Benefits which commence prior to January 1, 2002 are to be determined under the prior Pension Plan.

ARTICLE I. DEFINITIONS

Unless the context or subject matter otherwise requires, the following definitions shall govern in the Plan:

Section 1. The term "Trust Agreement" means the Agreement and Declaration of the Trust dated June 1, 1973, establishing the Arizona Laborers, Teamsters and Cement Masons Local 395 Defined Benefit Pension Plan and the Defined Contribution or Annuity Plan, and any modifications, amendments, extensions or renewals thereof.

Section 2. When used in these Rules and Regulations, the terms "Trust Fund" or "Pension Fund" or "Fund" means the Defined Benefit Plan Funds created and established by the Trust Agreement.

Section 3. The term "Union" means the Laborers' District Council of the State of Arizona, including Locals 479 and 383; Local No. 104 Affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; and Operative Plasterers' and Cement Masons' International Association, Local No. 394 as the successor in interest to Local 395.

Section 4. The term "Collective Bargaining Agreement" includes and shall mean:

- (a) The Master Labor Agreement and the Arizona Rock Products Association Agreement, as described in the Trust Agreement;
- (b) Any other Collective Bargaining Agreement executed by and between some or all of the Trusters which specifically provides for the making of contributions to the Trust Fund;
- (c) Any other Collective Bargaining Agreement between some or all of the Trusters who are labor organizations and any other employer, whether individual or an association of individual employers, which specifically agree and provide for the making of contributions to the Trust Fund, including all of the provisions of the Trust Agreement and provided the Trustees of this Fund agree to the participation of such other employers;
- (d) Any extension, amendment, modification or renewal of any of the above described agreements, which specifically provides for the making of contributions to the Trust Fund or Employers continuation of contributions pursuant to its legal obligation to bargain.

Section 5. The term "Employer Trusters" means the Associated General Contractors, Arizona Chapter; Arizona Building Chapter, Associated General Contractors; and Arizona Rock Products Association.

Section 6. The term “Employer” means any employer, whether individual, partnership or corporation, who is required by a Collective Bargaining Agreement to make contributions to the Trust Fund or is required to make contributions pursuant to its legal duty to bargain. For the sole purpose of making contributions to the Trust Fund and consistent with Section 7 of Article I of these Rules and Regulations, the term “Employer” may also include the Union, the Association, the Arizona Laborers and the Teamsters Training Fund. Only to the extent of receiving contributions for its Trust Fund Coordinators, the term “Employer” shall also include the Fund. An employer shall not be deemed an Employer simply because it is part of a controlled group of corporations or of a trade or business under common control, some other part of which is an Employer.

Effective January 1, 1989, for purposes of identifying highly compensated employees and applying the rules on participation, vesting and statutory limits on benefits under the Fund but not for determining Covered Employment, the term “Employer” includes all corporations, trades or businesses under common control with the Employer within the meaning of Internal Revenue Code §414(b) and (c), all members of an affiliated service group with the Employer within the meaning of Internal Revenue Code §414(m) and all other businesses aggregated with the Employer under Internal Revenue Code §414(o).

Section 7. The term “Employee” means an individual in employment of an Employer whose employment is the subject matter of any of the Collective Bargaining Agreements. The term “Employee” shall also include:

- (a) a regularly employed and salaried officer or business representative of the Union;
- (b) An individual trained as a laborer under the United States Manpower Training and Development Act;
- (c) any employee of any Association, signatory to the Trust Agreement;
- (d) any employee of any signatory Union and the Laborers Training Trust Fund and the Teamsters Joint Training Fund; and
- (e) the Trust Fund Representatives,

on whose behalf contributions are made to the Trust Fund pursuant to regulations adopted by the Trustees. The term “Employee” shall not include any self-employed person, sole proprietor of a business organization, a partner or any corporate officer, executive or supervisor of an employer excluded from coverage of the Collective Bargaining Agreements, which is a Contributing Employer.

Section 8. The term “Covered Employment” means employment on work which is the subject matter of a Collective Bargaining Agreement. The term “Covered Employment” for the purpose of the administration of the Funds only, shall also mean work performed by employees listed in Section 7(a - e).

Section 9. The term “Pensioner” means a person who has retired and who is receiving pension benefits under this Plan, to whom a pension under this Plan is being paid or to whom a pension would be paid but for the time required for administrative processing.

Section 10. The term “Pension Credit” means the years of service which are accumulated and maintained for Participants in accordance with Article VI of this Plan. Pension Credit shall be the sum of a Participant’s Past Service Credit and his Future Service Credit.

Section 11. The term “Past Service Credit” means periods of employment prior to the Contribution Date to the extent credited in accordance with Article VI of this Plan.

Section 12. The term “Future Service Credit” means periods of employment on and after the Contribution Date credited in accordance with Article VI of this Plan.

Section 13. The term “Contribution Date” shall mean January 1, 1966, except:

- (a) January 1, 1963 shall be applicable to those Participants for whom contributions were made on their behalf to the former Teamsters’ and Laborers’ Pension Trust Fund,
- (b) July 1, 1968 shall be applicable to those Participants for whom contributions were first made for employment as Plasterers’ (Local Union 395),
- (c) June 1, 1969 shall be applicable to those Participants for whom contributions were first made for employment as office clericals with participating local unions.

Section 14. The term “Trustees” means the Board of Trustees established under the Trust Agreement, as constituted from time to time in accordance with the provisions of the Trust Agreement.

Section 15. The terms “Pension Plan” or “Plan” when used in these Rules and Regulations mean the Arizona Laborers, Teamsters and Cement Masons Local 395 Defined Benefit Pension Plan, including any modifications, amendments, extensions or renewals thereof. Effective January 1, 1986, this Pension Plan shall be known as the Arizona Laborers, Teamsters and Cement Masons Local 395 Defined Benefit Plan. Effective February 3, 2005, this Pension Plan shall be known as the Arizona Laborers’ and Teamsters’ Pension Plan.

Section 16. The term “Co-Annuitant” means a person designated by the Employee who is entitled to annuity payments under the Joint and Survivor Option commencing with the death of the Pensioner.

Section 17. The term “Participant” means (a) an Active Participant, (b) a Pensioner, (c) a Beneficiary, or (d) a Vested Participant.

Section 18. The term “Active Participant” means an Employee who meets the requirements for participation in this Pension Plan or the Annuity Plan and excludes a Pensioner, Beneficiary or Vested Participant.

Section 19. The term “Beneficiary” means a person (other than a Pensioner) who is (a) legally entitled to receive benefits under this Plan because of his or her designation for such benefits by an Active Participant, by a Vested Participant, or a Pensioner, or (b) who is legally entitled to and receiving or is entitled to receive benefits by operation of law.

Section 20. The term “Vested Participant” means an Employee who qualifies for a Vested Pension in accordance with the provisions of Article III, Section 11.

Section 21. Effective January 1, 1988, the term “Normal Retirement Age” means the later of:

- (a) age 65 or
- (b) the earlier of:

- (1) the fifth anniversary of the Participant's plan participation, disregarding participation before January 1, 1988, or
- (2) the tenth anniversary of the Participant's plan participation.

Participation before a Permanent Break in Service shall be disregarded in applying this subsection (b).

Section 22. "Calendar Year" means the period from January 1 to the next December 31. For purposes of ERISA and ERISA regulations, the calendar year shall serve as the vesting computation period and benefit accrual computation period and after the initial period of employment or of reemployment following a Break in Service, the computation period for eligibility to participate in the Plan.

Section 23. The term "ERISA" means the Employee Retirement Income Security Act of 1974.

Section 24. "Spouse" means the person to whom the Participant is married which said marriage is recognized as valid under the laws of the State of Arizona.

Section 25. The term "Hour of Service" shall mean:

- (a) Each hour for which an Employee is paid or entitled to payment, directly or indirectly by an Employer for the performance of duties. Such hours shall be credited to the computation period in which the duties are performed.
- (b) Each hour for which an Employee is paid or entitled to payment, directly or indirectly, by an Employer for a period of time during which no duties are performed, excluding any time compensated under a worker's compensation or unemployment compensation or disability insurance law. Such hours shall be credited to the computation period in which the period during which no duties are performed occurs. No more than 301 Hours of Service shall be credited under this subsection (b) in any continuous period. Two periods of paid non-work time shall be deemed to be continuous if they are compensated for the same reason and are not separated by at least ninety (90) days.
- (c) Each hour for which back-pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer. Such hours shall be credited to the computation period to which the award or agreement pertains. In no event will hours be credited under this subsection (c) if they are credited under subsection (a) or subsection (b).

Section 26. "Continuous Employment" Two periods of employment are continuous if there is no quit, discharge, or other termination of employment between the periods.

Section 27. For purposes of compliance with regulation 2530 of the Department of Labor, a "Year of Participation" means a Calendar Year in which a Participant has completed 2,000 hours of work in Covered Employment for which contributions are made or are required to be made to the Fund.

Section 28. The term "Work" means a period in which an employee performed services and for which he was paid or entitled to payment.

Section 29. The term "Annuity Plan" means the Arizona Laborers, Teamsters and Cement Masons Local 395 Defined Contribution Plan adopted by the Trustees and effective January 1, 1986. Effective February 3, 2005, the Annuity Plan shall be known as the Arizona Laborers' and Teamsters' Annuity Plan.

Section 30. Effective January 1, 1989, the term "Non-Bargained Employee" includes and shall mean an Employee, as defined in Article I, Section 7, whose participation is not covered by a Collective Bargaining Agreement.

Section 31. Pension Effective Date.

- (a) Subject to section (b), below, a Participant's Pension Effective Date is the first day of the first calendar month starting after the Participant has fulfilled all of the conditions for entitlement to benefits and after the later of the Participant's submission of a completed application for benefits, or 30 days after the Plan advises the Participant of the available benefit payment options, unless
- (1) the benefit is being paid as a 50% Husband-and-Wife Pension or one of the Joint and Survivor Options at or after the Participant's Normal Retirement Age,
 - (2) the benefit is being paid out automatically as a lump sum under Article VIII, Section 7, or
 - (3) the Participant and Spouse (if any) consent in writing to the commencement of payments before the end of that 30-day period. Consent of the Participant and Spouse to the commencement of benefits before the end of the 30-day minimum notice period will be valid as long as the following conditions are satisfied:
 - (A) the Participant is informed of the right to take up to 30 days to consider whether to waive the Husband-and-Wife Pension and consent to one of the alternate forms of benefit allowed by the Plan,
 - (B) the Participant is given at least seven days to change his/her mind and cancel an election to waive the Husband-and-Wife Pension,
 - (C) distribution of the benefits begins more than seven days after the written explanation was provided to the Participant and Spouse.
- (b) The Pension Effective Date will not be later than the Participant's Required Beginning Date as defined in Article VIII.
- (c) The Pension Effective Date for a Beneficiary or alternate Payee will be determined under subsections (a) and (b), except that references to the 50% Husband-and-Wife Pension and the Joint and Survivor Options and spousal consent do not apply.

Section 32. Highly Compensated Employee.

- (a) The term "Highly Compensated Employee" includes highly compensated active Employees and highly compensated former Employees of an Employer. Whether an individual is a highly compensated employee is determined separately with respect to each Employer, based solely on that individual's Compensation from or status with respect to that Employer.
- (b) A Highly Compensated Employee is any Employee who:
- (1) was a 5-percent owner of the Employer at any time during the determination year or the look-back year, or
 - (2) for the look-back year

- (A) had Compensation from the Employer in excess of \$80,000 (as adjusted annually for increases in the cost-of-living in accordance with regulations prescribed by the Secretary of the Treasury), and
- (B) was in the top-paid group of Employees of such Employer for such year. For this purpose, the top-paid group of Employees shall consist of the top 20 percent of the Employees when ranked on the basis of Compensation paid during such year.

Section 33. Compensation.

- (a) Solely for the purposes of identifying Highly Compensated Employees and establishing the limitations under section 415 of the Internal Revenue Code, a Participant's annual Compensation shall mean the total cash salary or wages paid to the Participant and reportable as earnings subject to income tax on Form W-2. In addition, Compensation shall include any elective deferral (as defined under Code § 402(g)(3)), and any amount which is contributed or deferred by the Employer at the election of the Employee, and which, by reason of Code §§ 125 or 457, is not includible in the gross income of the Employee.
- (b) Compensation shall not include:
 - (1) Amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
 - (2) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and
 - (3) Other amounts which received special tax benefits, other than amounts referred to in subsection (a).

Section 34. Compensation Limits.

- (a) Between January 1, 1989 and January 1, 1994. In addition to any other applicable limitations which may be set forth in the Plan and notwithstanding any other contrary provisions of the Plan, compensation taken into account under the Plan shall not exceed the \$200,000 limit as set forth in section 401(a)(17) of the Code, adjusted for changes in the cost of living as provided in section 415(d) of the Code, for the purpose of calculating a Participant's accrued benefit (including the right to any optional benefit provided under the Plan) for any Plan Year commencing on or after January 1, 1989 and before January 1, 1994.
- (b) On and After January 1, 1994. In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1994, the annual compensation of each employee taken into account under the Plan shall not exceed the OBRA '93 annual compensation limit. The OBRA '93 annual compensation limit is \$150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

For Plan Years beginning on or after January 1, 1994, any reference in this Plan to the limitation under section 401(a)(17) of the Code shall mean the OBRA '93 annual compensation limit set forth in this provision.

If compensation for any prior determination period is taken into account in determining an employee's benefits accruing in the current Plan Year, the compensation for that prior determination period is subject to the OBRA '93 annual compensation limit in effect for that prior determination period. For this purpose, for determination periods beginning before the first day of the first Plan Year beginning on or after January 1, 1994, the OBRA '93 annual compensation limit is \$150,000.

- (c) The compensation limits described in this Section shall be applied on an Employer-by-Employer basis.

Section 35. The term "Corporate Co-Trustee" means a bank, trust company or other corporate co-trustee appointed by the Trustees for the purposes specified in the Trust Agreement.

Section 36. Applicable Interest Rate. The "Applicable Interest Rate" for a Calendar Year is the annualized rate of interest on 30-year Treasury securities as specified by the Commissioner of Internal Revenue for the month of November immediately preceding the Calendar Year which contains the Annuity Starting Date.

Section 37. Applicable Mortality Table. The "Applicable Mortality Table" is the table prescribed in regulations under Section 417(e) of the Internal Revenue Code for use in the Calendar Year which contains the Annuity Starting Date, and which, until modified or superseded, is the table set forth in Revenue Ruling 95-6.

ARTICLE II. PARTICIPATION

Section 1. Purpose. This Article contains definitions to meet certain requirements of the Employee Retirement Income Security Act of 1974 (otherwise referred to as ERISA).

Section 2. Participation.

- (a) For periods prior to January 1, 1986, the initial eligibility computation period for purposes of this Article II only, is the twelve (12) consecutive month period following an Employee's initial date of employment in Covered Employment. For purposes of this Article II only, an Employee who works in Covered Employment shall become an Active Participant in the Plan on the earliest January 1 or July 1 next following a twelve (12) consecutive month period during which he completed at least 1,000 Hours of Service in Covered Employment. The required hours may also be completed with any Hours of Service in other employment with an Employer if that other employment is continuous with the Employee's Covered Employment with that Employer. After the initial eligibility computation period, the Calendar Year which includes the first anniversary of an Employee's employment commencement date, shall serve as the computation period for eligibility to participate in the Plan.
- (b) Hours of Service in the Annuity Plan shall be counted in determining participation herein, except that an individual who first: (1) becomes employed by a Contributing Employer, or (2) becomes reemployed by a Contributing Employer after a Permanent Break in Covered Employment, on or after January 1, 1986, shall not be eligible for participation in the Defined Benefit Plan.

Section 3. Termination of Participation. For purposes of this Article II only, an Active Participant who incurs a Break in Service (defined in Article VI) shall cease to be an Active Participant as of the last day of the Calendar Year which constituted the Break, unless such individual has become a Pensioner or a Vested Participant.

Section 4. Reinstatement of Participation. For purposes of this Article II only, an individual who has lost his status as an Active Participant in accordance with Section 3 of this Article, and who incurs a number of Breaks in Service equal to or in excess of the aggregate number of years of Service credited to the Employee prior to the Breaks, shall again become an Active Participant by meeting the requirements of Section 2 of this Article on the basis of Service after the Calendar Year during which his participation terminated.

ARTICLE III. PENSION ELIGIBILITY AND AMOUNTS

Section 1. General. This Article sets forth the eligibility conditions and amounts for the pensions provided by this Plan. The accumulation and retention of Pension Credits for eligibility are subject to the provisions of Article VI. The benefit amounts are subject to reduction on account of the Husband-and-Wife Pension (Article IV). Entitlement of an eligible Participant to receive pension benefits is subject to his retirement and application for benefits, as provided in Article VIII.

Eligibility depends on Pension Credits, which are defined in Article VI and take into account creditable employment both before and after January 1, 1963, except that eligibility for Vested Service Pensions depends on Years of Vesting Service, which are also defined in Article VI, and eligibility for Special Normal Retirement Age Vested Pensions depends upon the attainment of Normal Retirement Age as an Active Participant in the Plan. Accumulation of Pension Credits are subject to the Break-in-Service Rule which is defined in Article VI. Only Pension Credits or Vesting Service earned subsequent to a Permanent Break-in-Service, if any, will apply towards the eligibility for a pension hereunder.

Section 2. Eligibility for Regular Pension. A Participant who has retired and filed an application for benefits in accordance with Article VIII, Section 1 shall be entitled to a Regular Pension if he meets the following requirements:

- (a) he has attained age 62, (age 65 prior to June 1, 1978); and
- (b) he has at least 10 years of Pension Credit; and
- (c) he has earned at least two quarters of Future Service Credit.

Section 3. Amount of Regular Pension. Subject to the provisions of Section 15 of this Article, the monthly amount of the Regular Pension payable on and after January 1, 1986 shall be the sum of the following:

- (a) \$18.00 for each full year of Past Service Credit; and
- (b) \$29.70 for each full year of Future Service Credit (\$7.425 for each quarter of Future Service Credit).

Section 4. Eligibility for Early Retirement. An Active Participant who has retired and filed an application for benefits in accordance with Article VIII, Section 1 shall be entitled to an Early Retirement Pension if he meets the following requirements:

- (a) he has attained age 55; and
- (b) he has at least 10 years of Pension Credit; and
- (c) he has earned at least two quarters of Future Service Credit.

Section 5. Amount of Early Retirement Pension.

- (a) The amount of the Regular Pension to which the Participant would be entitled if he were 62 years of age (65 years of age prior to June 1, 1978) on the effective date of his Early Retirement Pension, reduced by;
- (b) $\frac{1}{4}$ of 1% for each month the Participant is younger than age 62 (age 65 prior to June 1, 1978).

Section 6. Eligibility for Disability Pension. An Active Participant who has retired **and** filed an application for benefits in accordance with Article VIII, Section 1 shall be entitled to a Disability Pension if he is totally disabled prior to attaining age 62 (65 for retirements prior to June 1, 1978), provided he:

- (a) has been awarded a Social Security Disability Benefit under Title II of the Social Security Act;
- (b) has at least 10 years of Pension Credit;
- (c) has earned at least two quarters of Future Service Credit.

Section 7. Amount of the Monthly Disability Pension. The monthly Disability Pension shall be equal to the Regular Pension the Participant would receive if he were age 62 (65 years of age prior to June 1, 1978) at the time he became totally disabled.

Section 8. Disability Pension Payments.

- (a) Payments Generally. Effective January 1, 1989, payment of the Disability Pension shall commence on the Participant's Pension Effective Date and shall continue thereafter for so long as such disability continues and the Pensioner remains entitled to a Social Security Disability Benefit, except that upon attainment of age 62 (age 65 prior to June 1, 1978) a Disability Pensioner shall have his pension continued regardless of whether or not he remains totally and permanently disabled.
- (b) Auxiliary Disability Benefit. Effective January 1, 1989, if the Pension Effective Date for a Participant's Disability Pension is later than the first of the month following the sixth month in which the disability occurs and he has met the filing requirements of this subsection (b), he will be entitled to an Auxiliary Disability Benefit.

If the Participant's application for Disability Pension and a copy of the Social Security award are filed within 60 days of a determination by the Social Security Administration of his entitlement to a Social Security Disability award, such application shall be considered timely, and payment of the Auxiliary Disability Benefit shall commence on the effective date of his Social Security Disability award. If the Participant's application for Disability Pension is filed more than 60 days following the determination by the Social Security Administration of his entitlement to a Social Security Disability award, the Auxiliary Disability Benefit shall not be payable.

The Auxiliary Disability Benefit is an amount, payable as a lump sum, equal to the benefit which would have been payable under the Participant's Disability Pension (in the payment form chosen for that pension) between the commencement date of the Auxiliary Disability Benefit and the Pension Effective Date of the Disability Pension.

Section 9. Recovery by a Disability Pensioner. If a Disability Pensioner loses entitlement to a Social Security Disability Pension, such fact shall be reported by him in writing to the Board of Trustees within 21 days after the date he receives notice thereof from the Social Security Administration. If such written notice is not provided by the Pensioner, he shall, upon his subsequent retirement, not be eligible for benefits for a period of six months following the date of his retirement, plus the number of months for which he received a Disability Pension under this Plan after he received notice of termination of the Social Security Disability Pension. In no event will such six-month period extend beyond his Normal Retirement Age.

Section 10. Return to Covered Employment by a Disability Pensioner. A Disability Pensioner who is no longer totally disabled may re-enter Covered Employment and will thereupon resume the accrual of Pension Credit to his account.

Section 11. Eligibility for a Vested Service Pension. Effective January 1, 1989, a Participant who has retired and filed an application in accordance with Article VIII, Section 1 shall be entitled to a Vested Service Pension provided he meets the following requirements:

- (a) he has attained 65 years of age; and
- (b) he has met the requirements for vesting in Article VI Section 3(d)(1).

Exception: A Non-Bargained Employee who has earned at least one Hour of Service in the Annuity Plan after December 31, 1988 shall have the right to a Vested Pension after he has accumulated 5 years of Vesting Service.

Section 12. Amount of Vested Service Pension. The monthly amount of the Vested Service Pension shall be determined in the same manner as the Regular Pension.

Section 13. Eligibility for a Special Normal Retirement Age Vested Pension. Beginning January 1, 1976, a Participant shall, upon retirement and upon filing an application for benefits in accordance with Article VIII, Section 1, be eligible for a Special Normal Retirement Age Vested Pension if he meets the following requirements:

- (a) he has attained Normal Retirement Age, as defined in Article I of this Plan; and
- (b) he was an Active Participant, as defined in Article I of this Plan, in the Plan on the date he attained Normal Retirement Age.

Section 14. Amount of Special Normal Retirement Age Vested Pension. The monthly amount of the Special Normal Retirement Age Vested Pension shall be equal to the amount payable for Future Service Credit under Section 3 (b) of this Article. No amounts are paid under the Special Normal Retirement Age Vested Pension for Past Service Credit.

Section 15. Separation from Covered Employment.

(a) After January 1, 1976.

- (1) A Participant, who after January 1, 1976 incurs a Break in Covered Employment, as defined in Article VI, will be deemed to be Separated from Covered Employment at the conclusion of the two year period during which he failed to earn the required credits.
- (2) The pension amount to which a Participant is entitled will be determined under the terms of the Plan as in effect at the time of his Separation from Covered Employment.
- (3) If a Participant returns to Covered Employment following a Separation from Covered Employment described above, and earns additional Pension Credit, his monthly benefit for such additional credits shall be calculated based on the benefit factor in effect under Article III, Section 3 on the date of his retirement or at the conclusion of the period constituting his subsequent Separation from Covered Employment, whichever is earlier.

(b) Prior to January 1, 1976. The monthly benefit amount payable to a former Employee whose Pension Credits are “vested” in the manner set forth in subsection (d) of Section 3 of Article VI, but who had incurred a Break in Covered Employment on or before January 1, 1976, and who subsequently applies for a Pension hereunder, shall be determined in the following manner:

(1) The Pension Credit which such an Employee had accumulated prior to his Break in Covered Employment, shall be multiplied by \$16.00 for each full year of Pension Credit.

If an Employee is eligible for a Pro-Rata Pension, the Pension Credit which such Employee had accumulated under this Plan shall be multiplied by \$16.00 for each full year of Pension Credit.

(2) If an Employee returns to Covered Employment, the monthly amount determined in Subsection (1) above shall be added to the monthly benefit calculated in accordance with Article III, Section 3, based on Pension Credit earned after any period which would have constituted a Break in Covered employment had his Pension Credits not been vested.

(3) If an Employee is awarded an Early Retirement Pension, the monthly benefit amount determined under subsections (1) and (2) above, shall be reduced in accordance with Section 5 of Article III.

ARTICLE III-A. PRO RATA PENSIONS

Section 1. Purpose. Pro Rata Pensions are provided under this Plan for Participants who would otherwise be ineligible for a pension because their years of employment have been divided between employment creditable under this Plan and employment creditable under another pension plan or whose pensions would otherwise be less than the full amount because of such division of employment.

Section 2. Related Plans. By resolution duly adopted, the Trustees may recognize another pension plan as a "Related Plan."

Section 3. Related Hours. The term "Related Hours" means hours of employment which are creditable under a Related Plan.

Section 4. Related Credit. The term "Related Credit" means years of service, or portions thereof, creditable to a Participant under a Related Plan.

Section 5. Combined Pension Credit. The term "Combined Pension Credit" means the total of a Participant's Related Credit plus the Pension Credit accumulated under this Plan (hereinafter referred to as "Arizona Pension Credit").

Section 6. Non-Duplication of Credits. No Participant shall receive double credit for the same period of employment. No more than one year of Pension Credit or Related Credit shall be given for all employment in any given year.

Section 7. Eligibility for a Pro Rata Pension.

- (a) A Participant who has retired in accordance with Article VIII, Section 8 and filed an application for benefits in accordance with Article VIII, Section 1 shall be eligible for a Pro Rata Pension under this Plan if he meets all of the following requirements:
 - (1) he would be eligible for a Regular, Early Retirement or Disability Pension under this Plan were his Combined Pension Credits treated as Arizona Pension Credit; and
 - (2) he has earned two quarters of: (i) Arizona Pension Credit, (ii) Related Credit, or (iii) Combined Pension Credit for which contributions were made or required to be made by a Collective Bargaining Agreement to this Pension Plan or to a Related Plan.
- (b) Related Hours shall be considered in determining whether a Participant has incurred a Break in Service under Article VI, Section 4.

Section 8. Amount of the Pro Rata Pension. The amount of the Pro Rata Pension will be determined by multiplying the number of Arizona Pension Credits, plus any quarters, by the appropriate pension factor in Article III, Section 3. The benefit amount so obtained is reduced in accordance with Article III, Section 5 if the Participant is qualified for a Pro Rata Early Retirement Pension.

Section 9. Payment. Payment of the Pro Rata Pension shall be subject to all the conditions applicable to the other types of pensions under this Plan.

Section 10. General. The provisions of this Article III-A shall not apply with respect to Pension Plans signatory to the "Reciprocal Agreement for Laborers Pension Funds", the "Operative Plasterers' and Cement Masons' International Association of the United States and Canada Pro-Rata Pension

Agreement“ or the ”Reciprocal Agreement for Teamsters Pension Funds“. Instead, the provisions of Article III-B, Article III-C and Article III-D respectively, shall apply with respect to agreements for Pro Rata or Partial Pension Plans signatory to such agreements. The provisions of Article III-B, Article III-C and Article III-D shall not make void, change or replace the provisions of this Article III-A with respect to Related Plans not covered under Article III-B, Article III-C or Article III-D.

ARTICLE III-B. RECIPROCAL PENSIONS

Section 1. Purposes. Reciprocal Pensions are provided under this Plan for employees:

- (a) who would otherwise be ineligible for a pension because their years of employment have been divided between employment creditable under this Plan and employment creditable under other pension plan, or
- (b) whose pensions would otherwise be less than the full amount because of such division of employment.

Section 2. Related Plans. By resolution duly adopted, the Board of Trustees recognizes: (a) one or more other pension plans which have executed a National Reciprocal Agreement to which this Plan is a party, or (b) may recognize any other pension plan as a Related Plan.

Section 3. Related Hours. The term Related Hours means hours of employment which are creditable under a Related Plan.

Section 4. Related Credit. The term “Related Credit” means credited service, or portions thereof, creditable to an employee under a Related Plan, excluding, however, any Related Credit based on work of the type, which had it been performed under this Plan would be continuous non-covered employment. No more than one year of Related Credit shall be recognized for employment under a Related Plan during any consecutive twelve-month period.

Section 5. Combined Credited Service. The term “Combined Credited Service” means the total of an employee’s Related Credit plus Credited Service accumulated under this Plan (hereinafter referred to as “Arizona Credited Service”), excluding any Credited Service earned in continuous non-covered employment.

Section 6. Non-Duplication. An employee shall not receive double credit for the same period of employment. No more than one year of combined Credited Service shall be given for employment in any consecutive twelve-month period.

An employee may, in any twelve consecutive calendar months, work under this Plan and one or more Related Plans and accumulate fractions of years of Related Credit or Arizona Credited Service which together add up to more than one year of Combined Credited Service. In that event, if the benefit level is lower under this Plan than under such other Related Plan or Plans, then the employee’s Arizona Credited Service will be reduced so that the Employee will receive no more than one year of Combined Credited Service during such twelve consecutive calendar months.

Section 7. Eligibility for a Reciprocal Pension.

- (a) An employee who has retired and filed an application for benefits in accordance with Article VIII, Section 1 shall be eligible for a Reciprocal Pension if he meets the following requirements:
 - (1) he would be eligible for a pension under this Plan were his Combined Credited Service treated as Arizona Credited Service; and
 - (2) he has at least one year of Arizona Credited Service and one year of Related Credit under each of the Related Plans whose Related Credit is needed to qualify him for a Reciprocal Pension; and

- (3) if he is applying for a Disability Pension under this Plan, he is deemed to be sufficiently disabled so as to meet the disability criterion for a Disability Pension in each of the Related Plans whose Related Credit is needed to qualify him for a Reciprocal Disability Pension; and
 - (4) if age is a requirement for the type of pension for which the employee is applying, he meets the minimum age requirement for a pension under each of the Related Plans whose Related Credit is needed to qualify him for a Reciprocal Pension.
- (b) Related Hours shall be considered in determining whether an employee has incurred a Break in Covered Employment as defined in Article VI, Section 4, or a Separation from Covered Employment as defined in Article III, Section 13.

Once a Participant has left the coverage of all signatory Plans, the determination as to whether he has incurred a Permanent Break in Covered Employment under each signatory Plan shall be made by each Plan based upon the Total Pension Credit earned by the Participant under all signatory Plans by which he has been covered.

Section 8. Amount of the Reciprocal Pension. The monthly amount of a Reciprocal Pension is determined in the same way as the Regular Pension, Early Retirement, Disability, or Vested Service Pension is determined.

Section 9. Payment. Payment of a Reciprocal Pension is limited to monthly payments to a Pensioner or to monthly payments to the survivor of a Pensioner and shall be subject to all of the conditions applicable to the other types of pensions under this Plan.

Section 10. Suspension of a Reciprocal Pension. A Reciprocal Pensioner's pension will be suspended in accordance with the provisions of Article VIII, Section 9. The suspension of a Pensioner's benefits by one signatory Plan due to the Pensioner's return to employment shall not entitle any other signatory Plan to suspend the benefits being paid to that Pensioner pursuant to this Agreement unless such suspension by any other Plan is permitted under applicable law.

ARTICLE III-C. PARTIAL PENSIONS
(OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION
OF THE
UNITED STATES AND CANADA)

Section 1. Purpose. Partial Pensions are provided under this Plan for employees who would otherwise lack sufficient service credit to be eligible for any pension because their years of employment were divided between different pension plans or, if eligible, whose pensions would be less than the full amount because of such division of employment.

Section 2. Related Plans. By resolution duly adopted, the Trustees of this Pension Fund recognize one or more other pension plans, which have executed a Pro-Rata Agreement to which this Plan is a party, as a Related Plan.

Section 3. Related Service Credits. Service credits accumulated and maintained by an employee under a Related Plan shall be recognized under this Plan as Related Plan Service Credits. The Trustees shall compute Related Plan Service Credits on the basis on which that credit has been earned and credited under the Related Plan and certified by the Related Plan to this Plan.

Section 4. Combined Service Credit. The total of an employee's service credit under this Plan and Related Plan Service Credit together comprise the employee's Combined Service Credit. Not more than one year of Combined Service Credit shall be counted in any calendar year.

Section 5. Eligibility. An employee who has retired and filed an application in accordance with Article VIII, Section 1 shall be eligible for a Partial Pension under this Plan if he satisfies all of the following requirements:

- (a) he would be eligible for any type of pension under this Plan (other than a Service Pension) if his Combined Service Credit were treated as service credit under this Plan; and
- (b) In addition to any other requirements necessary to be eligible under (a), he has, under this Plan, at least one year of service credit based on employment for which employer contributions have been made.

Section 6. Breaks in Service. In applying the rules of this Plan with respect to cancellation of service credit, any period in which an employee has earned Related Service Credit shall not be counted in determining whether there has been a period of no covered employment sufficient to constitute a break in service.

Section 7. Election of Pensions. If an employee is eligible for more than one type of pension under this Plan, he shall be entitled to elect the type of pension he is to receive.

Section 8. Partial Pension Amount. The amount of the Partial Pension is the accrued monthly pension amount determined in accordance with the provisions of this Pension Plan which is based solely on the service credit earned with this Plan.

Section 9. Payment of Partial Pensions. The payment of a Partial Pension shall be subject to all of the conditions contained in this Plan applicable to other types of pensions including, but not limited to retirement as herein defined and timely application. Partial Pension payments subject to this Article shall be limited to monthly pension payments to a Pensioner.

Section 10. Effective Date. This Article and the payment of Partial Pension hereunder, shall be effective on January 18, 1978.

ARTICLE III-D. PARTIAL PENSIONS
(RECIPROCAL AGREEMENT FOR TEAMSTERS PENSION FUNDS)

Section 1. Purpose. Partial Pensions are provided under this Plan for employees who would otherwise lack sufficient service credit to be eligible for any pension because their years of employment were divided between different pension plans or, if eligible, whose pensions would be less than the full amount because of such division of employment.

Section 2. Related Plans. By resolution duly adopted, the Trustees recognize one or more other pension plans, which have executed a Reciprocal Agreement to which this Plan is a party, as a Related Plan.

Section 3. Related Service Credit. Service Credits accumulated and maintained by an employee under a Related Plan shall be recognized under this Plan as Related Service Credits. The Trustees shall compute Related Service Credits on the basis on which that credit has been earned and credited under the Related Plan and certified by the Related Plan to this Plan.

Section 4. Combined Service Credit. The total of an employee's service credit under this Plan and Related Service Credit together comprise the employee's Combined Service Credit. Not more than one year of Combined Service Credit shall be counted in any calendar year.

Section 5. Eligibility. An employee who has retired and filed an application in accordance with Article VIII, Section 1 shall be eligible for a Partial Pension under this Plan if he satisfies all of the following requirements:

- (a) He would be eligible for any type of pension under this Plan (other than a Partial Pension) if his Combined Service Credit were treated as service credit under this Plan; and
- (b) In addition to any other requirements necessary to be eligible under (a), he has, under this Plan, at least two years of service credit based on actual employment after his Effective Date of coverage; and
- (c) He is found to be (1) eligible for a partial pension from a Related Plan and (2) eligible for a partial pension from the Terminal Plan. The Terminal Plan shall be deemed to be the Plan associated with the local union which represents the employee at the time of, or immediately prior to, his retirement. If at that time the employee was not represented by any one such local union, then the Terminal Plan is the one to which the bulk of contributions were paid on behalf of the employee in the 36 consecutive calendar months immediately preceding his retirement; and
- (d) A pension is not payable to him from a Related Plan independently of its provisions for a Partial Pension. However, an employee who is entitled to a pension other than a Partial Pension from this Plan or a Related Plan may elect to waive the other pension and qualify for the Partial Pension.

Section 6. Breaks in Service. In applying the rules of this Plan with respect to cancellation of service credit, any period in which an employee has earned Related Service Credit shall not be counted in determining whether there has been a period of no covered employment sufficient to constitute a break in service. Employment not covered by a Related Plan or Terminal Plan for less than five years shall not constitute a break in service.

Section 7. Election of Pensions. If an employee is eligible for more than one type of pension under this Plan, he shall be entitled to elect the type of pension he is to receive.

Section 8. Partial Pension Amount. The amount of the Partial Pension shall be determined as follows:

- (a) The amount of the pension to which the employee would be entitled under this Plan taking into account his Combined Service Credit shall be determined, then
- (b) The amount of service credit earned with this Plan since January 1, 1955, shall be divided by the total amount of Combined Service Credit earned by the employee since January 1, 1955, then
- (c) The fraction so determined in (b) shall be multiplied by the pension amount determined in (a) and the result shall be the Partial Pension amount payable by this Plan.

Section 9. Payment of Partial Pensions. The payment of a Partial Pension shall be subject to all of the conditions contained in this Plan applicable to other types of pensions including, but not limited to, retirement as herein defined and timely application. Partial Pension payments subject to this Article shall be limited to monthly pension payments to a pensioner or to monthly payments or death benefits to the survivor of the pensioner.

Section 10. Effective Date. This Article and the payment of partial pensions hereunder, shall be effective on August 1, 1987.

ARTICLE IV. HUSBAND-AND-WIFE PENSION

Section 1. Effective Date. The provisions of the Article apply only to pensions where the entitlement to benefit payment commences on or after January 1, 1976.

Section 2. Amount of the Husband-and-Wife Pension. The monthly amount to be paid to the eligible surviving Spouse is one-half of the monthly amount received by the Pensioner at the time of his death, or, if applicable, one-half of the amount that would have been paid to the Active Participant or Vested Participant under this Article, had his pension been effective on the day before he died and as if the Husband-and-Wife Pension had been in effect on such date.

The monthly amount of the Husband-and-Wife Pension, once it has become payable, shall not be increased if the Spouse is subsequently divorced from the Pensioner or if the Spouse predeceases the Pensioner.

Section 3. Upon Retirement.

- (a) A pension shall be paid in the form of a Husband-and-Wife Pension to a married Participant and his Spouse unless the Participant and his Spouse have filed with the Trustees in writing a timely rejection of that form of Pension, subject to all the conditions of this Article.
- (b) Effective January 1, 1989, and subject to Section 7 of this Article, a married Participant and his Spouse may reject the Husband-and-Wife Pension (or revoke a previous rejection) at any time during the period not more than 90 days prior to the Participant's Pension Effective Date or less than 30 days after he is provided a detailed explanation of the amount payable under the available forms of payment; however, in any event, the Participant and his Spouse shall have at least 90 days after he has been advised by the Trustees of the effect of such choice on his pension.

Section 4. Before Retirement. Effective January 1, 1989, if a married Vested Participant dies before his Pension Effective Date, or if a married Participant who has attained Normal Retirement Age dies before his Pension Effective Date, then his surviving Spouse shall be entitled to survivor benefits under the Husband-and-Wife Pension.

- (a) If the Participant's death occurs on or after his attainment of age 55, benefits to the surviving Spouse may commence with the first of the month following the month in which the Participant died. The amount of such Husband-and-Wife Pension shall be equal to one-half of the monthly benefit that would have been payable to the Participant under the Husband-and-Wife Pension had he retired on the day before he died.

If the Participant's death occurs prior to his attainment of age 55, benefits to the surviving Spouse may commence with the first of the month following the month in which the Participant would have attained age 55 had he lived. The amount of such Husband-and-Wife Pension shall be equal to one-half of the monthly benefit that would have been payable to the Participant under the Husband-and-Wife Pension had he left Covered Employment on the date of his death and then retired on a Husband-and-Wife Pension on the first day of the month following his 55th birthday. A surviving Spouse who is eligible to receive the Husband-and-Wife Pension under this paragraph may elect, within ninety (90) days after being given written notice from the Plan, to receive the actuarial present value of the Husband-and-Wife Pension in a lump sum instead of the monthly payments otherwise payable. The actuarial present value of the Husband-and-Wife Pension shall be determined on the basis of the 1971 Group Annuity Mortality Table for females. The interest assumption shall be equal to 7 percent per annum. However, in no event shall the

actuarial present value be less than that determined using the Applicable Mortality Table and the Applicable Interest Rate as defined in Article I, Sections 36 and 37.

- (b) Commencement. Payment of the pre-retirement surviving Spouse benefit must begin no later than December 1 of the calendar year in which the Participant would have reached 70½ or, if later, December 1 of the calendar year following the year of the Participant's death. If the Trustees confirm the identity and whereabouts of a surviving legal Spouse who has not applied for benefits by that time, payments to that surviving legal Spouse in the form of a single life annuity (subject to the provisions of Article VIII, Section 7 on small benefit cashouts) shall begin as of that date.
- (c) If the surviving Spouse's Pension Effective Date is after the date the Participant attained (or would have attained) Normal Retirement Age, the benefit shall include any actuarial adjustments to the Participant's accrued benefit which would have applied as of that date.
- (d) Notwithstanding the foregoing, if the Spouse's Pension Effective Date is after the Participant's earliest retirement date, the benefit shall be determined as if the Participant had died on the Spouse's Pension Effective Date.

Section 5. Retirement Before Age 55. If the Pension Effective Date of a married Active Participant's Disability Pension occurs before he attains age 55, payment shall be made in the form of a Husband-and-Wife Pension, unless the individual and his Spouse have rejected such form of payment in writing in a rejection filed with the Trustees before the first pension payment has been made to him.

The Husband-and-Wife Pension shall provide payment to the surviving Spouse, if any, starting on the later of (a) the first of the month following the death of the Participant or (b) or the first of the month following the date when the Participant would have attained age 55 had he lived.

Section 6. Adjustment of Pension Amount. When a Husband-and-Wife Pension becomes effective, the amount of the Active Participant's or Vested Participant's monthly pension shall be reduced in accordance with the following:

- (a) Non-Disability Pensions. If payment of a pension, other than a Disability Pension, is to be made in the form of a Husband-and-Wife Pension, the pension amount shall be adjusted by multiplying it by the following percentage: 89.0 percent minus .4 percentage points for each year the Spouse's age is less than the Participant's age or plus .4 percentage points for each year the Spouse's age is greater than the Participant's age; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.
- (b) Disability Pensions. If payment of a Disability Pension is to be made in the form of a Husband-and-Wife Pension, the Pension amount shall be adjusted by multiplying it by the following percentage: 79.0 percent minus .4 percentage points for each year the Spouse's age is less than the Participant's age or plus .4 percentage points for each year the Spouse's age is greater than the Participant's age.

If the Participant is younger than age 55 on the Pension Effective Date of his Disability Pension, an additional .5 percentage points for each year the Participant is younger than age 55 shall be added to the percentage determined above.

In no event shall the resulting percentage be greater than 100.0 percent.

Section 7. Additional Conditions. A Husband-and-Wife Pension shall not be effective under any of the following circumstances:

- (a) The Participant and Spouse were not recognized under Arizona Laws as lawfully married to each other on the Pension Effective Date.
- (b) The Participant and Spouse were lawfully married to each other for less than a year before he died.
- (c) The Spouse died before the Participant's Pension Effective Date or before his death, if he died before a pension was payable to him.
- (d) The marriage of the Participant and the Spouse was legally dissolved before the Participant's Pension Effective Date or before his death, if he died before a pension was payable to him.
- (e) The Trustees shall be entitled to rely on the written representation last filed by the Participant before his pension payments commenced as to whether he is married. This reliance shall include the right to deny benefits to a person claiming to be the Spouse of the Participant in contradiction to the aforementioned representation of the Participant. Any payment made in good faith pursuant to the statements contained in an election application for pension shall discharge all the obligations of the Board of Trustees to the extent of such payments. A person claiming to be the Spouse of a Pensioner or Participant which relationship is not reflected in the records of the Fund, or which is denied by the Pensioner or the Participant, is entitled to a hearing on the issue as provided in Section 4 of Article VIII.

The Trustees shall recoup, offset or recover from any sum due to the Pensioner or Participant the amount of any payments made in reliance on false statements including any legal expenses incurred for such recovery.

- (f) Effective January 1, 1989, any written election, rejection or revocation (including any change of a previous choice) made under Article IV, shall not take effect unless (1) the Spouse of the Participant consents in writing to such election, (2) such election designates a Beneficiary (or a form of benefits) which may not be changed without spousal consent (or the consent of the Spouse expressly permits designations by the Participant without any requirement of further consent by the Spouse), and (3) the Spouse's consent acknowledges the effect of such election and is witnessed by a notary public. Notwithstanding the preceding sentence, no spousal consent shall be required if it is established to the satisfaction of the Trustees that spousal consent may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as the Internal Revenue Service may by regulations prescribe.
- (g) Election or revocation may not be made or altered after payment of the pension has commenced. An election cannot be made or changed after the pension has commenced even if at the time of the commencement of the pension the Pensioner was not married and he subsequently marries, or if married, the marriage is later dissolved.

ARTICLE V. DEATH BENEFIT

Section 1. Eligibility For and Amount of Death Benefit.

(a) Death Before Retirement.

- (i) If a Participant dies prior to meeting the eligibility requirements for a Pension, an amount equal to the total amount of contributions credited to his account shall be paid in a lump sum to his designated Beneficiary provided he, as a result of actual employment, earned at least one quarter of Future Service Credit or 125 Hours of Service in the Annuity Plan in the two consecutive calendar year periods prior to date of death or the Calendar Year in which he died. This requirement shall not apply to Participants whose first contributions to the Fund commenced during the calendar year of their death or the two consecutive calendar years prior to the year in which the Participant died.
- (ii) Effective January 1, 1989, if a Participant who has not been awarded a pension under this Plan but who has fulfilled the service requirements for a Regular Pension, dies, his designated Beneficiary or the person or persons selected in accordance with Section 3 of this Article shall, upon application, be entitled to the greater of (A) 36 monthly payments in an amount equal to the monthly pension which the deceased Participant would have received had he been unmarried and age 62 on the date of his death, or (B) a lump sum amount equal to the total amount of contributions credited to his account. The total value of the pension payments, if any, received by the deceased Participant during a previous period of retirement shall be deducted from the total value of the 36 monthly payments otherwise due the deceased Participant's Beneficiary. The monthly payments described herein will begin with the first month following the death of the Participant. This benefit shall be payable instead of, and not in addition to, the benefit described in paragraph (i) above. If, however, the amount payable under paragraph (i) above is greater than the sum of the 36 monthly payments determined under this paragraph (ii), the greater amount shall be payable unless the provisions of the following subparagraphs are applicable.

If payments are due under the Husband-and-Wife Pension and the Participant's death occurred on or after his attainment of age 55, the monthly benefit otherwise provided by this paragraph (ii) shall be reduced by the amount payable to the surviving Spouse under the Husband-and-Wife Pension.

If payments are due under the Husband-and-Wife Pension and the Participant's death occurred prior to this attainment of age 55, the monthly benefit otherwise provided by this paragraph (ii) shall not be payable, subject to the following. If the surviving Spouse is eligible for the Husband-and-Wife Pension and if the Spouse does not elect to receive the Husband-and-Wife Pension in a lump sum payment, the surviving Spouse may elect, within ninety (90) days after being given written notice by the Board of Trustees, to receive the 36 monthly payments instead of the monthly Husband-and-Wife Pension. If the surviving Spouse elects to receive the 36 monthly payments instead of the Husband-and-Wife Pension and if the actuarial present value of the Husband-and-Wife Pension is greater than the actuarial present value of the 36 monthly payments, then the monthly amount of the 36 payments shall be increased so that the total of the 36 monthly payments shall be equal to the actuarial present value of the Husband-and-Wife Pension. The actuarial present value of the Husband-and-Wife Pension shall be determined on the basis of the 1971 Group Annuity Mortality Table for females. The interest assumption shall be equal to 7 percent per annum. However, in no event shall the actuarial present

value be less than that determined using the Applicable Mortality Table and the Applicable Interest Rate as defined in Article I, Sections 36 and 37.

- (b) Death After Retirement. If a Pensioner other than a Special Normal Retirement Age Vested Pensioner dies before receiving a total of 36 monthly pension payments from the Trust, his monthly pension payments shall be continued until a total of 36 such payments have been made to such Pensioner and his designated Beneficiary, or to the person or persons selected in accordance with Section 3 of this Article, and shall thereupon cease.

BENEFITS PROVIDED BY THIS SUBSECTION SHALL NOT BE PAYABLE IF PAYMENTS WERE DUE UNDER THE HUSBAND-AND-WIFE PENSION (ARTICLE IV) OR THE JOINT AND SURVIVOR OPTION (ARTICLE VII) AT THE TIME OF DEATH.

Section 2. Designation of Beneficiary. When a Husband-and-Wife Pension or Joint and Survivor Option is not in effect, a Pensioner may designate a Beneficiary to receive any benefits provided under this Article by filing such designation at the Trust Office on a form prescribed by the Board of Trustees.

A Pensioner who is unmarried shall have the right to change his designation of Beneficiary without the consent of the Beneficiary, but no such change shall be effective or binding on the Board unless it is received by the Board prior to the time any payment is made to the Beneficiary whose designation is on file at the Trust Office.

If the Pensioner is married at the time he desires to change his Beneficiary, unless such change is to designate his Spouse, no change shall be effective or binding on the Board unless such change is approved by the Spouse and in no event shall it be effective or binding on the Board unless it is received by the Board prior to the time any payment is made to the Beneficiary whose designation is on file at the Trust Office.

Section 3. Failure to Designate Beneficiary or Death of Beneficiary. If no Beneficiary is designated by a Participant who is not subject to the Husband-and-Wife Pension or the Joint and Survivor Option, or if a designated Beneficiary predeceases the Participant or survives him but dies prior to receipt of any benefits under this Article, the benefits provided under this Article shall be paid to the survivors of the Pensioner in the following order of preference:

- (a) surviving Spouse,
- (b) surviving children in equal shares,
- (c) surviving parents in equal shares,
- (d) surviving brothers or sisters in equal shares.

If the Pensioner leaves no named Beneficiary, surviving Spouse, child, parent, brother or sister, distribution shall be made to the deceased Pensioner's executor or administrator. Any such payment shall to the extent thereof be a complete discharge of all liability under the Plan with respect thereto.

Section 4. Benefit Limitations. Effective January 1, 1989, and notwithstanding any other provisions of the Plan, all benefits shall comply with the following:

- (a) If the distribution of the Participant's entire interest is not made in a lump sum, the distribution shall be made:

- (1) over the life of the Participant; or
 - (2) over the lives of the Participant and designated Beneficiary; or
 - (3) over a period certain not extending beyond the life expectancy of the Participant or the life expectancy of the Participant and a designated Beneficiary.
- (b) If distribution of the Participant's benefits commenced in accordance with the Regulations before the Participant's death, the remaining interest shall be distributed at least as rapidly as under the method used as of the date of the Participant's death.
- (c) If the Participant dies before his benefits commenced in accordance with the Regulations, the method of distribution must satisfy the following requirements:
- (1) any remaining portion of the Participant's interest that is not payable to a Beneficiary designated by the Participant shall be distributed within five years after the Participant's death; and
 - (2) any portion of the Participant's interest that is payable to a Beneficiary designated by the Participant shall be distributed either (i) within five years after the Participant's death, or (ii) over the life of the Beneficiary or over a period certain not extending beyond the life expectancy of the Beneficiary commencing not later than the end of the calendar year following the calendar year in which the Participant died (or, if the designated Beneficiary is the Participant's surviving Spouse, commencing not later than the end of the calendar year following the calendar year in which the Participant would have attained age 70½).
- (d) All survivor benefits shall comply with the limits of Internal Revenue Code §401(a)(9) and the incidental benefit rule and the regulations prescribed under them, including proposed Treas. Reg. §§1.401(a)(9)-1 and 1.401(a)(9)-2.

ARTICLE VI. PENSION CREDIT AND YEARS OF VESTING SERVICE

Section 1. Years of Pension Credit for Periods Prior to January 1, 1966 (Past Service Credit).

- (a) A Participant shall be entitled to Past Service Credit for each calendar year or portion thereof, he was regularly employed prior to January 1, 1966, in one or more classifications included in the Collective Bargaining Agreements in the geographical territory to which the Collective Bargaining Agreements are applicable or was regularly employed by the Union in a position included under the Plan pursuant to regulations adopted by the Trustees. A Participant shall be entitled to a full year of such credit for each calendar year in which he was so employed for 8 hours or more. No service credit shall be granted for less than 8 hours.
- (b) It is recognized that, for the periods prior to January 1, 1966, it may be difficult to establish with certainty the Past Service of a Participant in the type of employment referred to in (a) above. In making the necessary determinations as to the Past Service Credit, the Board of Trustees may, at its absolute discretion, consider and rely upon such relevant and material evidence, including without limitation, any or all of the following:
 - (1) A statement from the Social Security Administration to the effect that according to its records the Participant was employed during the period by a named employer, which employer was known or reputed to be operating in the construction and/or aggregate industry in the geographical territory to which the Collective Bargaining Agreements are applicable during such period.
 - (2) A statement from the Administrator of the Arizona Laborers' and Teamsters' Pension Plan certifying to the receipt of employer reports with respect to hours worked by the Participant and stating the number of hours reported for the period covered by the statement.
 - (3) A statement from an employer certifying that the Participant performed work for such employer entitling him to Past Service Credit during such period if such employer was known or reputed to be operating in the construction and/or aggregate industry in the geographical territory to which the Collective Bargaining Agreement was applicable during such period.
 - (4) A W-2 form or check stub furnished for work performed during the period for any employer known or reputed to have been operating in the construction and/or aggregate industry in the geographical territory to which the Collective Bargaining Agreement is applicable during such period.
 - (5) A statement from the secretary or other authorized officer of the Local Union certifying that the Participant was employed by such Union during such period in a position included under the Plan pursuant to action taken by the Board.
 - (6) A statement from the secretary or other authorized officer of the Local Union containing a work referral history of the Participant by the Local Union.

Section 2. Credited Service for Periods On and After the Contribution Date and Before January 1, 1986 (Future Service Credit). For the period commencing with his Contribution Date and ending January 1,

1986, a Participant shall receive a full year of Future Service Credit for work in Covered Employment, according to the following schedule:

Hours Worked in Calendar Year Future Service Credit

Less than 300 hours	None
300 to 599 hours	One quarter
600 to 899 hours	Two quarters
900 to 1199 hours	Three quarters
1200 and over	One Year

If an Active Participant earns a Year of Vesting Service in a calendar year after January 1, 1976 and before January 1, 1986, but less than 300 hours of work in Covered Employment, he shall, for the purpose of computing his pension amount only, be credited with a pro-rated portion of a full Pension Credit in the ration which his hours of work bear to 2,000.

Section 3. Years of Vesting Service and Vesting.

(a) General Rules.

- (1) Before January 1, 1986. An Active Participant shall be credited with a year of Vesting Service for each Calendar Year after his Contribution Date and before January 1, 1986 (including periods before he became a Participant) in which he completed at least 1,000 Hours of Service in Covered Employment in this Plan.
- (2) On and After January 1, 1986. A Participant shall be credited with a year of Vesting Service for each Calendar Year after January 1, 1986 in which he completes at least 500 Hours of Service in the Annuity Plan. For each 125 Hours of Service in the Annuity Plan, up to 500 in a Calendar Year, a Participant shall be credited with one-quarter year of Vesting Service. No more than one year of Vesting Service shall be given for any Calendar Year.

(b) Non-Covered Employment.

- (1) Between December 31, 1975 and January 1, 1986. If a Participant works for a Contributing Employer in a job not covered by this Plan and such employment is continuous with his employment with that Employer in Covered Employment, his Hours of Service in such non-covered job shall be counted toward a year of Vesting Service.
- (2) On and After January 1, 1986. If a Participant works for a Contributing Employer in the Annuity Plan in a job not covered by the Annuity Plan and such employment is continuous with his employment with that Employer in employment covered by the Annuity Plan, his Hours of Service in such non-covered job shall be counted toward a year of Vesting Service.

(c) Exceptions. No Participant shall be entitled to credit toward a year of Vesting Service for the following periods:

- (i) Years preceding a Break in Covered Employment in accordance with the rules of the Pension Plan as in effect prior to January 1, 1976.

- (ii) Years preceding a Break in Covered Employment as defined in Section 4 of this Article.

- (d) (1) Pre-Normal Retirement Age Vesting. Effective January 1, 1999, a Participant's Pension Credit and years of Vesting Service will be vested if he has at least 5 years of Vesting Service and an Hour of Service on or after January 1, 1999. Effective January 1, 1992, the Pension Credit and the years of Vesting Service accumulated pursuant to this Article are to be vested after a Participant has at least five (5) years of Pension Credit including at least one (1) year of Vesting Service earned on or after January 1, 1992 without an intervening Permanent Break in Covered Employment prior to January 1, 1992, or ten (10) years of Pension Credit, or credit for at least ten (10) years of Vesting Service, without a Permanent Break in Covered Employment. Notwithstanding the foregoing, effective January 1, 1989, the Pension Credit and the years of Vesting Service accumulated pursuant to this Article are to be vested for a Non-Bargained Employee who has at least five (5) years of Vesting Service without a Permanent Break in Covered Employment and who has earned at least one Hour of Service in the Annuity Plan on or after January 1, 1989. Between January 1, 1976, and January 1, 1992, the Pension Credits and the years of Vesting Service accumulated pursuant to this Article are to be vested after a Participant has at least ten (10) years of Pension Credit, or credit for at least ten (10) years of Vesting Service, without an intervening Permanent Break in Covered Employment. Prior to January 1, 1976, the years of Pension Credits were vested after an Employee had accumulated at least ten (10) years of Pension Credit, without an intervening break in Covered Employment including at least two quarters of Future Service Credit. Such credits, once vested, will be held indefinitely for a Participant, and he will have a right, upon making application in accordance with these rules, to a Pension commencing at the permitted retirement age, even though he leaves Covered Employment or earns no additional credits. Notwithstanding anything to the contrary in this Article, where a Participant or former Employee has suffered a Permanent Break in Covered Employment pursuant to the rules in effect prior to January 1, 1976, credit for vesting purposes under this Section shall be granted only for those years of Pension Credit and Vesting Service earned after such a break.

- (2) Special Normal Retirement Age Vesting. Beginning January 1, 1976, Future Service Pension Credit accumulated pursuant to this Article and not cancelled by a Permanent Break in Covered Employment is deemed to be vested and non-forfeitable if a Participant has attained Normal Retirement Age as defined in Article I of this Plan and was an Active Participant as defined in Article I of this Plan on the date he attained Normal Retirement Age.

Section 4. Breaks in Covered Employment and Cancellation of Pension Credit and Vesting Service. If a person has a Break in Covered Employment before he has become a Vested Participant, it has the effect of canceling his participation, his previous years of Pension Credit and his previously credited years of Vesting Service. However, a Break in Covered Employment may be temporary, subject to repair by a sufficient amount of subsequent service. A longer break may be permanent. The Permanent Break in Covered Employment rules do not apply to a Pensioner or a Vested Participant.

- (a) Temporary Break in Covered Employment.
 - (1) General Rule.

- (A) Between January 1, 1976 and January 1, 1986. An Active Participant has a Temporary Break in Covered Employment in any year between January 1, 1976 and January 1, 1986, which concludes a period of two consecutive Calendar Years during which he failed to earn at least one quarter of Future Service Credit.

Exception: If the Participant earns a year of Vesting Service in a Calendar Year, but not one quarter of Future Service Credit, such year shall not be counted in determining whether a Break in Covered Employment has been incurred.

- (B) On and After January 1, 1986. A Participant has a Temporary Break in Covered Employment in any Calendar Year after January 1, 1986, in which he fails to complete 125 or more Hours of Service in the Annuity Plan.

- (2) Non-Covered Employment. Employment with a Contributing Employer in continuous non-covered employment after December 31, 1975, if creditable under Section 3(b) of this Article, shall be counted as if it were Covered Employment in determining whether a Break in Covered Employment has been incurred.

A grace period for the duration of employment in a supervisory capacity with any Contributing Employer shall also be allowed in determining whether a Break in Covered Employment has been incurred.

- (3) Leaves of Absence.

- (A) Parental Leave. For Calendar Years on or after January 1, 1987, Hours of Service for purposes of this Section 4(a) only, shall include hours during which the Participant was absent from Covered Employment on account of parental leave, up to a maximum of 125 hours in the Annuity Plan in the Calendar Year of such absence. If the Participant already has 125 or more Hours of Service in the Annuity Plan in the Calendar Year of the absence, the credit will be given for the immediately following Calendar Year. For purposes of this paragraph (3), a Participant shall be deemed to be on parental leave if the Participant is absent from Covered Employment by reason of the pregnancy of the Participant, by reason of the birth of a child of the Participant, by reason of the placement of a child in connection with the adoption of a child by the Participant, or for the purposes of caring for the child of the Participant during the period immediately following the birth or placement for adoption, including time involved for a trial period prior to adoption. Written notice, satisfactory to the trustees, must be filed within a period of two years following the Calendar Year of a Participant's absence due to parental leave in order to receive credit for such leave, unless the Board of Trustees finds that there were extenuating circumstances which prevented a timely filing.

- (B) Effective February 5, 1993, the Fund will comply with the Family and Medical Leave Act of 1993 and any regulations promulgated thereunder with respect to breaks in Covered Employment or the crediting of hours.

- (4) Curing a Temporary Break in Covered Employment. A Temporary Break in Covered Employment shall be cured and its effects eliminated if, before he incurs a Permanent

Break in Covered Employment, the individual subsequently earns at least one quarter of Future Service Credit or a year of Vesting Service.

If a Temporary Break in Covered Employment is cured, it has the effect of:

- (A) Restoring the individual's status as a Participant under Article II; and
- (B) Restoring the individual's previously earned years of Pension Credit and Vesting Service; provided, however, nothing in this paragraph (4) shall alter the effects of a Permanent Break in Covered Employment as specified in Subsections (b), (c) and (d) below.

(b) Permanent Break in Covered Employment After January 1, 1976.

(1) Between January 1, 1976 and January 1, 1987. An Active Participant has a Permanent Break in Covered Employment during this period if:

- (A) during a period of two consecutive Calendar Years he incurs a Temporary Break in Covered Employment; and
- (B) the number of consecutive Calendar Years in which he has a Temporary Break equals or exceeds the greater of the number of full years of Vesting Service or full years of Pension Credit which he had previously accumulated.

(2) After January 1, 1987. An Active Participant has a Permanent Break in Covered Employment after January 1, 1987 if he has incurred a Temporary Break in Covered Employment and the number of consecutive Calendar Years in which he has a Temporary Break is at least five (5) and equals or exceeds the greater of the number of full years of Vesting Service or full years of Pension Credit which he had previously accumulated.

(c) Permanent Break in Covered Employment Before January 1, 1976. Before January 1, 1976, an Employee shall have incurred a Permanent Break in Service and his previously accumulated Pension Credit and accrued benefits cancelled if he failed to earn at least one-quarter of Future Service Credit in two consecutive calendar years.

A Participant may be allowed grace periods under the following circumstances if he failed to earn at least one-quarter of Future Service Credit in any period of two consecutive calendar years prior to January 1, 1976:

- (1) Exception on Account of Disability
 - (i) A Participant shall be allowed a grace period of up to three consecutive calendar years if his failure to earn Future Service Credit was due to disability.
 - (ii) Disability for the purposes of this Section is to be determined to the satisfaction of the Board of Trustees. In order to secure the benefits of this grace period a Participant must give written notice to the Board and must present such written evidence and/or submit to such examination or examinations as the Board may, in its sole discretion, determine.

A Participant shall not be granted any such grace period for periods which commenced more than one year prior to his filing the written notice required by this Section, unless the Board finds that there were extraordinary circumstances which prevented a timely filing.

(2) Exception on Account of Service in the Armed Forces.

- (i) A Participant whose failure to earn Future Service Credit is due to service in the Armed Forces of the United States shall be allowed a grace period for the period that he retains re-employment rights under Federal law, provided he makes himself available for Covered Employment within 90 days after release from active duty, or within 90 days from recovery from a disability continuing after his release from active duty.
- (ii) In order to secure a grace period for service in the Armed Forces of the United States, the Participant must give written notice to the Board of his availability for Covered Employment and must furnish, in writing, such information and proof concerning such service as the Board may, in its discretion, determine. After January 1, 1964, the Participant must file the written notice and proof required by this Section within 90 days after release from active duty or 90 days after recovery from a disability continuing after his release from active duty, unless the Board finds that there were extenuating circumstances which prevented a timely filing.

The grace periods referred to in these Subsections are not Pension Credit for the Participant. Grace periods are periods which are to be disregarded in determining whether there has been a period of two consecutive calendar years during which the Participant has failed to earn any Pension Credit whatsoever.

(d) Effect of a Permanent Break in Covered Employment. If an Active Participant is not a Vested Participant and has a Permanent Break in Covered Employment:

- (1) His Pension Credit and Vesting Service are cancelled, and
- (2) His status as a Participant is cancelled.

Renewal participation of an individual who experiences a Permanent Break in Covered Employment, is subject to the provisions of Article II.

ARTICLE VII. OPTIONAL FORM OF PENSION

Section 1. Joint and Survivor Option. Instead of the pension otherwise payable to him, an unmarried Participant who is entitled to a Regular or Early Retirement Pension may elect to receive payment on the basis of a Joint and Survivor Option, in accordance with which he will receive a lower monthly amount, but with 100% or 66 2/3% of that lower amount (whichever the Participant elects) continuing after his death for the lifetime of the Co-annuitant named by him, provided that the actuarial value of the benefit payable to the Co-annuitant is less than the actuarial value of the reduced benefit payable to the Participant. However, effective January 1, 1989, in no event may payments to a Co-annuitant exceed the limits described in Treas. Reg. §1.401(a)(9)-2.

- (a) Election of the Joint and Survivor Option shall be subject to the following conditions:
- (1) The option shall take effect with the first pension payment, provided the Participant filed a written notice with the Trustees in a form prescribed by the Trustees at least 12 months before the first month for which a pension benefit will be paid to the Pensioner.
 - (2) If the election was filed with the Trustees later, but prior to commencement of benefits, the option shall not take effect until 12 months have elapsed after such filing, and it shall then be effective with respect to all subsequent months.

Unless and until the option takes effect, the benefit shall be payable in the regular form only, as if the option had not been elected, and benefits so paid shall not be retroactively adjusted when the option is put into effect.
 - (3) The Joint and Survivor Option shall take effect only if the Pensioner and his co-annuitant are both alive on the date when the option is otherwise to take effect.
- (b) Once elected, the Joint and Survivor Option may not be revoked except under the following conditions:
- (1) Revocation must be made in writing in a form prescribed by the Trustees and filed with the Trustees before the end of the first calendar month for which a pension benefit will be paid to the Pensioner.
 - (2) Revocation shall not become effective until 12 months after it has been filed and until then any benefits shall be paid in the amount determined under the option, without retroactive adjustment of such payments once a revocation takes effect.
 - (3) The option shall be automatically revoked if the Co-annuitant dies before a pension in the optional form has become effective. In such event, the individual may continue the option if, within 90 days of such an event, he makes a choice of another Co-annuitant and communicates it to the Trustees in writing.
- (c) When a Joint and Survivor Option becomes effective, the amount of the Participant's monthly pension will be reduced in accordance with the following:
- (1) 100% Joint and Survivor Option. If the Joint and Survivor Option elected provides for a 100% continuation to the Co-annuitant, the pension amount shall be adjusted by multiplying it by the following percentage: 80.0 percent minus .6 percentage points for each year the Co-annuitant's age is less than the Participant's age or plus .6 percentage

points for each year the Co-annuitant's age is greater than the Participant's age; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.

- (2) 66-2/3% Joint and Survivor Option. If the Joint and Survivor Option elected provides for a 66-2/3% continuation to the Co-annuitant, the pension amount shall be adjusted by multiplying it by the following percentage: 86.0 percent minus .5 percentage points for each year the Co-annuitant's age is less than the Participant's age or plus .5 percentage points for each year the Co-annuitant's age is greater than the Participant's age; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.
- (d) The Joint and Survivor Option shall not be payable if it would result in a monthly benefit of less than \$20.00 to the Pensioner or to the Co-annuitant.

ARTICLE VIII. APPLICATION, BENEFIT PAYMENTS AND RETIREMENT

Section 1. Advance Written Application Required. An application for a pension shall be made in writing on a form and in a manner prescribed by the Board. The application must be filed with the Board in advance of the pension effective date. Except as provided in Article VIII, Section 5(a), a pension shall first be payable on the Pension Effective Date as that term is defined in Article I, Section 31. In no event shall an applicant be entitled to pension benefits unless an applicant has completed and properly filed an application for benefits and in no event shall pension benefits be retroactive to a date prior to the earlier of: (1) the Participant's Pension Effective Date, (2) the Participant's Required Beginning Date, or (3) the date as provided in Article III, Section 8(b) with respect to an Auxiliary Disability Benefit.

Section 2. Information and Proof. It shall be the sole responsibility of every Participant to furnish to the Board of Trustees any information or proof requested by it and reasonably required to administer the Pension Plan. Failure on the part of any Participant to comply with such request promptly, completely and in good faith shall be sufficient grounds for denying, suspending or discontinuing benefits to such person. If a Participant fails to furnish any information or proof requested pursuant to this Section within one year from the date his application was received, his application shall be cancelled and he will then be required to submit a new application in accordance with Section 1 of this Article, unless the Board finds that there were extenuating circumstances which prevented the timely submission of the information or proof requested. If a Participant or other claimant to benefits hereunder makes a false statement material to his claim for benefits, the Board shall recoup, offset or recover the amount of any payments in excess of the amount to which such Participant or other claimant was rightfully entitled under the provisions of this Plan.

Section 3. Action of Trustees. The Trustees shall, when exercising discretionary powers, exercise such powers in a uniform and nondiscriminatory manner, and be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan, and decisions of the Trustees shall be final and binding on all parties.

Section 4. Right of Appeal. Each Participant whose claim for benefits under the Plan has been denied shall be provided adequate notice in writing setting forth the specific reasons for such denial, written in a manner calculated to be understood by the Participant. If the Participant is aggrieved by such decision, he may request reconsideration. The request for reconsideration shall be in writing, and may be informal, but in any event shall contain the following information:

- (a) the Participant's name and social security number, or, if the request is by a Beneficiary, the name and social security number of the Participant through whom the Beneficiary claims, as well as the name and social security number of the Beneficiary;
- (b) the Participant's or Beneficiary's address;
- (c) the nature of the benefit claimed;
- (d) if the claimed benefit depends on the Beneficiary's relationship to the Participant, attach proof of such relationship;
- (e) a concise statement of the reasons wherein the Participant or Beneficiary believes the decision is in error, together with any documents or other written evidence which the Participant or Beneficiary wishes to be considered, and
- (f) if desired by the Participant or Beneficiary, a request for a hearing.

Claims may not be split and filed under several requests. If the Participant or Beneficiary has a complaint, the full basis for such complaint, together with all the relief he is requesting, shall be set forth in the request. A Participant or Beneficiary may not, for example, file separate requests for benefits each month he alleges the benefits are in arrears. This Section applies to and includes any and every claim to benefits from the Plan regardless of the basis asserted for the claim and regardless of when the act or omission upon which the claim is based occurred.

The request shall be delivered to or be received by the Trustees within sixty (60) calendar days after the date shown on the written notice to the Participant of the decision denying the benefit claimed. For good cause shown, the Trustees may permit the request to be amended or supplemented.

Failure to file the request for reconsideration within such sixty (60) day period constitutes a waiver by the Participant or Beneficiary of his right to reconsideration of the decision made.

A failure to timely file a request for reconsideration, however, shall not preclude the Participant or Beneficiary from establishing his entitlement at a later date based on additional information and evidence which was not available to him at the time the decision was made; provided, however, a subsequent request is not a means to reconsider and re-argue matters already reviewed, and such subsequent request may be dismissed without action if the Trustees conclude that it sets forth no newly discovered information or evidence.

Upon receipt of the requests for reconsideration, the Trustees shall appoint one or more persons as hearing officer or officers, which may include the Trustees, to act upon such requests and such appointees shall review the request, the Participant's or Beneficiary's administrative file and all related documents and other evidence. The Participant shall have the right to present witnesses and other evidence and shall have the right to cross-examine witnesses. All expenses incurred by the Participant or Beneficiary, including, for example, counsel's fees, witness fees, mileage, reproduction of documents and other costs, shall be paid by the Participant or Beneficiary incurring the same. If a record is requested or a transcript to be made, the expense thereof shall be upon the Participant or Beneficiary requesting the same. The aforesaid hearing or review shall be had within ninety (90) calendar days after receipt by the Trustees of the request for reconsideration. The Participant or Beneficiary shall be advised of the decision of the hearing officer(s) in writing no later than sixty (60) days after the date of the aforesaid hearing or review.

The decision of the hearing officer(s) on the request for reconsideration shall be final and binding upon all parties concerned, except that the Participant or Beneficiary may pursue such remedies provided to him, if any, under the Internal Revenue Code and the Employee Retirement Income Security Act of 1979.

Section 5. Benefit Payments Generally.

- (a) Commencement of Benefits. A Participant who is eligible to receive benefits under this Plan and makes application in accordance with the rules of this Pension Plan shall be entitled upon retirement to receive the monthly benefits provided for the remainder of his life, subject to the provisions of this Plan. Benefit payments shall be payable commencing with the first day of the month following the month in which the Participant has fulfilled all the conditions of entitlement to benefits, including the filing of an application.

However, in no event, unless the Active Participant or Vested Participant elects otherwise, shall the payment of benefits begin later than the 60th day after the later of the close of the calendar year in which:

- (1) the Active Participant or Vested Participant attains Normal Retirement Age; or

- (2) the Active Participant or Vested Participant terminates his Covered Employment and retires, as the term is defined in Section 8 of this Article. An election to defer the commencement of benefits which is filed on or after January 1, 1989, may not postpone the commencement of benefits to a date later than the Participant's Required Beginning Date.
- (b) Delayed Retirement. Effective as of January 1, 1989, if the Pension Effective Date is after the Participant's Normal Retirement Age, the monthly benefit shall, subject to the provisions of Article III, Section 13, be the greater of:
- (1) the total years of Pension Credit accrued at his Pension Effective Date multiplied by the applicable amount in Section 3 of Article III; or
 - (2) the accrued benefit at Normal Retirement Age actuarially increased for each complete calendar month between Normal Retirement Age and the Pension Effective Date for which benefits were not suspended; converted as of the Pension Effective Date to the benefit payment form elected in the pension application or to the automatic form of Husband-and-Wife Pension if no other form is elected.

The actuarial increase described in paragraph (2) shall be 1% per month for the first 60 months after Normal Retirement Age and 1.5% per month for each month thereafter.

- (c) If the present value of an Employee's vested accrued benefit derived from Employer and Employee contributions, as determined under Section 7 of this Article, exceeds \$5,000, and the accrued benefit is immediately distributable, the Employee and the Employee's Spouse (or where either the Participant or the Spouse has died, the survivor) must consent to any distribution of such accrued benefit.

An accrued benefit is immediately distributable if any part of the accrued benefit could be distributed to the Employee (or surviving Spouse) before the Employee attains (or would have attained if not deceased) Normal Retirement Age.

- (d) Termination of Benefits. Pension payments shall end with the payment for the month in which the death of the Pensioner occurs except as provided in accordance with a Husband-and-Wife Pension, the Joint and Survivor Option, the Life Certain and Five Years Option or, if applicable, upon the completion of the guaranteed payments provided for in Article V.

Section 6. Duplication of Pensions. A Pensioner shall not be entitled to the payment under this Plan of more than one type of pension at any one time.

Section 7. Lump Sum Payment in Lieu of Monthly Pension. Effective January 1, 1989, if, at the time a monthly pension is payable to a Participant, the actuarial value of his lifetime pension is \$5,000 or less, the Trustees shall pay him the lump sum amount of such actuarial value, instead of the monthly pension otherwise due him. For this purpose and for purposes of Section 5(c) of this Article, the amount of lump sum payment under this Section shall be determined on the basis of the 1971 Group Annuity Mortality Table for males for Employees and the 1971 Group Annuity Mortality Table for females for beneficiaries. The interest assumption shall be equal to 7% per annum. However, in no event shall the actuarial present value be less than that determined using the Applicable Mortality Table and the Applicable Interest Rate as defined in Article 1, Sections 36 and 37.

Exception: Notwithstanding the foregoing, if a Pensioner has started to receive payments in the form of the Husband-and-Wife Pension, the surviving Spouse shall receive payments after the Pensioner's death unless the surviving Spouse consents, in writing, in a form prescribed by the Trustees, to a lump-sum payment.

Section 8. Retirement.

- (a) Before Age 62. To be considered retired and entitled to a pension under this pension plan before he has attained age 62, a person must withdraw completely and refrain from employment for wages or profit in the type of work covered by the Collective Bargaining Agreement and also refrain from any kind of activity or employment for wages or profit in the construction and related industries wherever such employment or activity may be performed. For the purposes of this subsection:
- (1) The term "industry" means the business activities of the types engaged in by any of the Employers maintaining the Plan at the time of the commencement of pension benefits to the Pensioner. If he becomes employed with an employer engaged in such types of business activities, regardless whether the employer contributes to the Plan, or if he becomes engaged in such activities on a self-employed basis, he shall be considered employed in the "same industry."
 - (2) The "same trade or craft" means an occupation in which the Participant was employed at any time under the coverage of the Plan, any occupation utilizing the same skill(s), and any self-employment or supervisory employment related to the same skill(s) as were involved in such occupation(s).
 - (3) The "same geographic area" means the State of Arizona
- (b) After Age 62. No benefits shall be suspended under this Article for months starting on and after a Participant's 62nd birthday.

Section 9. Suspension of Benefits. Effective January 1, 1998, a Participant's pension benefits shall be suspended in accordance with the following:

- (a) Except as provided herein, if a Pensioner who is younger than age 62 subsequently becomes employed in work of the type described in Section 8(a) of this Article, his pension payments shall be suspended for any calendar month in which he is so employed and for six (6) additional calendar months after ceasing such employment, but not beyond age 62. After that period, his pension shall again become payable subject to Section 8 above.
- (b) If a Participant becomes employed in work of the type described in Section 8 of this Article, he must notify the Trustees, in writing, within 21 days following commencement of such employment. If he fails to give such written notice within such 21-day period and he is younger than age 62, his pension shall be suspended for an additional period of six months over and above the suspension period specified in the preceding subsection (a) but not beyond age 62.
- (c) A Participant shall provide the Trustees with such information as they may request in order to establish the nature and extent of any employment by the Participant. In addition, at least once each year a Pensioner shall be required to certify on a form acceptable to the Trustees that he is

retired within the meaning of the Plan. Any pension payments otherwise due shall be withheld pending adequate response by the Pensioner to such request.

- (d) A Participant whose pension has been suspended shall advise the Trustees in writing when disqualifying employment has ended. Benefit payments shall be held back until such notice is filed with the Trustees.
- (e) A Participant may, in writing, request of the Trustees a determination whether contemplated employment will be disqualifying and the Trustees shall provide the Participant with their determination.
- (f) Notice of Suspension. The Trustees shall inform a Participant of any suspension of benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, a description and a copy of the relevant plan provisions, reference of the applicable regulations of the U.S. Department of Labor, a statement of the procedure for securing a review of the suspension, and a description of the procedures with any necessary forms that must be filed before benefits can be resumed.
- (g) Review. A Participant shall be entitled to a review of a determination suspending his benefits by written request filed with the Trustees within 60 days of the notice of suspension of benefit. The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be disqualifying.
- (h) Waiver of Suspension. The Trustees may, upon their own motion or on request of a Participant, waive suspension of benefits for good cause shown as the Trustees in their sole discretion may determine.

Section 10. Pension Payment Following Suspension.

- (a) Pension payments to a Pensioner who has ended his disqualifying employment shall be resumed beginning no later than the third month after the last calendar month for which his benefit was suspended, provided the Participant has complied with the notification requirements of this Plan.
- (b) A Pensioner who returns to Covered Employment before age 62 shall, upon his subsequent retirement, be entitled to receive an increased pension based upon his age, and Pension Credit accumulated during his subsequent period(s) of work in Covered Employment, except that the pension payable (prior to the application of any optional form of payment) upon his subsequent retirement(s) shall be reduced by the product of 1.0% and the total of any Early Retirement Pension payments received during his previous period(s) of retirement and prior to age 62.
- (c) Suspension before age 62 in accordance with Section 9(a) of this Article because of employment of a type or of a duration for which benefits would not be suspended after age 62, shall not have the effect of reducing the value of the Participant's pension for payment at age 62, and to the extent necessary to avoid such reduction, the monthly amount of the pension shall be adjusted so as not to deprive the Pensioner of the value of his benefits which became payable following his attainment of age 62.
- (d) If a Participant received pension payments to which he was not entitled in accordance with Section 9 of this Article, the Trustees may recover the amount of such payments by deducting the amount of the overpayments from the Participant's future monthly payments until such overpayment is fully recovered. If a Participant has attained Normal Retirement Age, the amount

of such offset shall be limited to 100% of the amount due to the Participant for the first payment upon resumption of benefits and 25% of the monthly pension benefit amount thereafter, until all overpayments are fully recovered.

This provision shall not limit the right of the Trustees to recover an overpayment by means other than deduction from the pension.

- (e) A Disability Pensioner who recovers from his total disability and returns to Covered Employment shall be entitled, upon his subsequent retirement, to a pension in an amount calculated at the amount payable under the applicable pension of Article III at the time of his subsequent retirement, including any additional Pension Credit earned during his period of subsequent employment.

Section 11. Nonforfeitability and Vested Status. A pension benefit to which a Participant is entitled under this Plan upon his attainment of Normal Retirement Age is nonforfeitable, subject, however, to retroactive amendment within the limitations of Section 411(a)(3)(C) of the Internal Revenue Code and Section 302(c)(8) of ERISA. The benefits to which a surviving legal Spouse is entitled shall likewise be nonforfeitable. Participants and Beneficiaries shall be entitled to any of the other benefits of this Plan subject to all of the applicable terms and conditions.

An Active Participant attains status as a Vested Participant when he has fulfilled service requirements for receipt after his attainment of Normal Retirement Age, and retirement, of a nonforfeitable pension. The term “vested” or “vested status” does not have the same meaning as “nonforfeitable” as that term is defined in ERISA.

Section 12. Incompetence or Incapacity of a Pensioner or Beneficiary. In the event of a determination, by a medical doctor appointed by or acceptable to the Trustees, that a Pensioner or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payment due may be suspended until a guardian or conservator is appointed for the person and estate of such Pensioner or Beneficiary; thereafter all payments, including those suspended, shall be made to the duly appointed guardian or conservator.

Section 13. Non-Assignment of Benefits. No Employee or Participant, entitled to any benefits under this Pension Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair in any manner his legal or beneficial interest, or any interest in assets of the Pension Trust, or benefits of this Pension Plan. Neither the Pension Trust nor any of the assets thereof, shall be liable for the debts of any Participant entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court of action or proceeding.

Notwithstanding the foregoing, benefits shall be paid in accordance with the applicable requirements of any “qualified domestic relations order” as defined by Section 206(d)(3) of ERISA.

Section 14. No Right to Assets. No person other than the Trustees of the Pension Trust shall have any right, title or interest in any of the income, or property of any funds received or held by or for the account of the Pension Trust, and no person shall have any vested right to benefits provided by the Pension Plan except as expressly provided herein.

Section 15. Maximum Benefits. Notwithstanding any other provision of this Plan, the benefits provided hereunder shall not exceed the limitations imposed by Section 415 of the Internal Revenue Code. For the purposes of determining compliance with Section 415, compensation shall mean compensation as defined in Section 415(b)(3) (or Section 415(c)(3) as applicable) of the Internal Revenue Code and Internal Revenue Code Regulation Section 1.415-2(d)(1).

Section 16. Rounding of Benefit Amount. If the amount of any monthly benefit payable under the Plan is not a multiple of \$.50, the amount shall be rounded up to the next highest multiple of \$.50.

ARTICLE IX. DISTRIBUTION OF EXCESS ASSETS

Section 1. Calculation of Excess Assets. A calculation of excess assets in the Plan will be made on December 31, 1985 and on December 31 of each succeeding Calendar Year. The excess assets in this Plan will be equal to the lesser of the actuarial value or the market value of assets minus 110% of the present value of accrued benefits.

Section 2. Distribution of Excess Assets. Excess assets, if any, as determined in Section 1 above, will be distributed on behalf of Vested Participants, Active Participants who are not vested, Pensioners and Beneficiaries entitled to pension benefits in this Plan. Such distribution will be on a pro-rata basis on each individual's total contributions to the total contributions of eligible distributees from the commencement of contributions in 1966 through December 31, 1985. Distribution will be made on or about June 15 of each year in which it is determined that excess assets exist.

Excess assets for Active Participants and Vested Participants who are not receiving benefits from this Plan shall be deposited in such Participants' Individual Accounts in the Annuity Plan. Excess assets for Pensioners and Beneficiaries who are receiving benefits from this Plan shall be paid to such individuals in the form of a bonus check.

Section 3. Suspension of Distribution of Excess Assets. The Board of Trustees may, in their discretion and for good cause and only by unanimous vote of all Trustees, suspend any distribution as outlined above.

ARTICLE X. MISCELLANEOUS

Section 1. Non-Reversion. It is expressly understood that in no event shall any of the corpus or assets of the Pension Trust revert to the Employers, Employer Trustors, or the Union, nor cause or result in the diversion of any portion of the Fund to any purpose other than the exclusive benefit of Employees and Participants under the Plan and the payment of the administrative expenses of the Fund and the Plan, nor be subject to any claims of any kind or nature by Employers, Employer Trustors, or the Union, except for the return of contributions to the extent and in the manner permitted by section 401(a)(2) of the Internal Revenue Code and regulations promulgated thereunder.

Section 2. Gender. Wherever any words are used in this Pension Plan in the masculine gender, they should be construed as though they were also used in the feminine gender in all situations where they would so apply; wherever any words are used in this Pension Plan in the singular form they should be construed as though they were also in the plural form in all situations where they would so apply, and vice a versa.

Section 3. Limitation of Liability. This Pension Plan has been adopted on the basis of an actuarial calculation which has established, to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of ERISA. Except for liabilities which may result from provisions of ERISA, nothing in this Plan shall be construed to impose any obligation to contribute beyond the obligation of the Employer to make contributions as stipulated in its Collective Bargaining Agreement with the Union.

There shall be no liability upon the Trustees individually, or collectively, or upon the Union to provide the benefits established by this Pension Plan, if the Pension Trust does not have assets to make such payments.

Section 4. New Employers. If an Employer is sold, merged or otherwise undergoes a change of company identity, the successor company shall participate as to its employees theretofore covered in the Pension Plan just as if it were the original company, provided it remains an Employer as defined in Section 6 of Article I.

Section 5. Methods for Computing Withdrawal Liability.

(a) With respect to its proportional share of the unamortized amount of the Plan's unfunded vested benefits as of December 31, 1979, the following is substituted for the provisions of ERISA section 4211(b)(3)(B)(ii) --

“the denominator of which is the total of employer contributions reported in the audited financial statements of the Plan for the 5 plan years ended December 31, 1979, less any contributions otherwise included in that total made by any substantial employer that was not obligated to contribute to the Plan in the period from April 29, 1980 to December 31, 1980, or had withdrawn from the Plan before April 29, 1980. For this purpose, ‘substantial employer’ means:

- (1) an employer that contributed, in any one of those 5 plan years, at least one percent of total employer contributions to the Plan reported for that year or, if lower, \$250,000, and
- (2) any other employer that was a member of an employer association, a group of employers covered by a single collective bargaining agreement or a group of employers covered by agreements with a single labor organization, if the contribution obligations of all members of the group ceased in a single plan year and the group's aggregate

contributions to the Plan in any one of the 5 plan years totaled at least one percent of total employer contributions to the Plan reported for that year or, if lower, \$250,000.”

- (b) With respect to its proportional share of the unamortized amount of a change in the Plan’s unfunded vested benefits for any plan year ending after December 31, 1979, and its proportional share of the unamortized amount of the reallocated uncollectible withdrawal liability amounts, the following is substituted for the provisions of ERISA section 4211(b)(2)(E)(ii)(II) --

“The denominator of which is the total adjusted employer contributions to the Plan with respect to the plan year in which the change or reallocation arose and the 4 preceding plan years (‘Apportionment Base Period’), determined as follows:

- (1) The total contributions shall be all employer contributions actually received by the Plan in those plan years.
- (2) Notwithstanding paragraph (1), with respect to any plan year ended on or before December 31, 1979, the total employer contributions shall be as reported in the audited financial statements of the Plan for those plan years. The total for any plan year ending after December 31, 1979 shall be reduced by the amount of any employer contributions included, consistent with these provisions, in any previous annual total.
- (3) The total adjusted employer contributions shall be the total employer contributions with respect to the Apportionment Base Period, determined under paragraphs (1) and (2), reduced by any contributions otherwise included in the total that were made by a substantial employer that was not obligated to contribute to the Plan in the plan year in which the change or reallocation arose, and by any other employer to which a notice of withdrawal liability was sent by the Plan within the Apportionment Base Period. For this purpose, ‘substantial employer’ means:
 - (i) an employer that contributed, in any one plan year in the Apportionment Base Period, at least one percent of total employer contributions to the Plan with respect to that year or, if lower, \$250,000, and
 - (ii) any other employer that was a member of an employer association, a group of employers covered by a single collective bargaining agreement or a group of employers covered by agreements with a single labor organization, if the contribution obligations of all members of the group ceased in a single plan year and the group’s aggregate contributions to the Plan in any one plan year in the Apportionment Base Period totaled at least one percent of total employer contributions to the Plan with respect to that year or, if lower, \$250,000.”

Section 6. Direct Rollovers. This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee’s election under this Section, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

- (a) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the

joint lives (or joint life expectancies) 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 (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

- (b) 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. However, in the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
- (c) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee'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.
- (d) Direct rollover: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

Section 7. Laws Applicable. This Plan is intended to comply with the Employee Retirement Income Security Act of 1974 and with the requirements for tax qualification under the Code and all regulations thereunder, and is to be interpreted and applied consistent with that intent.

ARTICLE XI. AMENDMENT AND TERMINATION

Section 1. Amendment. This Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement. However, no amendment may decrease the accrued benefit of any Participant, except:

- a) As necessary to establish or maintain the qualification of the Plan or the Trust under the Internal Revenue Code and to maintain compliance of the Plan with the requirements of ERISA; or
- b) If the amendment meets the requirements of Section 302(c)(8) of ERISA and Section 412(c)(8) of the Internal Revenue Code, and the Secretary of Labor has been notified of such amendment and has either approved of it or, within 90 days after the date on which such notice was filed, he failed to disapprove.

Section 2. Termination of Participation by an Employer. If an Employer terminates its participation in the Trust, with respect to a bargaining unit, the Trustees are empowered to reduce or cancel that part of any pension for which a person was made eligible because of employment in such bargaining unit prior to the Contribution Date with respect to that unit. Neither shall the Trustees, the Employers who remain as contributing Employers, or the Union be obligated to make such payments.

Section 3. Termination of Plan. The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. In the event of a termination or partial termination of this Plan the rights of all affected Participants to benefits then accrued, to the extent then funded, shall thereupon become one hundred percent (100%) vested and nonforfeitable. Upon a termination of the Plan, the Trustees shall take such steps as they deem necessary or desirable to comply with Sections 4041A and 4281 of ERISA.

ARTICLE XII. AMENDMENTS TO COMPLY WITH EGTRRA AND 2001/02 REGULATORY
CHANGES

Section 1. Purpose and Scope. The plan amendments set forth in this Article are adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). These amendments are intended to constitute good faith compliance with the requirements of EGTRRA and are to be construed in accordance with EGTRRA and the guidance issued thereunder. Except as otherwise provided herein, the amendments contained in this Article shall be effective as of the first day of the first Plan Year beginning after December 31, 2001. The provisions of this Article shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Article.

Section 2. Reserved.

Section 3. Increase in Limit on Compensation Taken into Account.

- (a) Increase in Limit. The annual compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001 shall not exceed \$200,000. For this purpose, annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is determined under the Plan (the "determination period"). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, compensation for any prior determination period shall be limited as provided in subsection (c) below. To the extent that the provisions of Article I, Section 34 are inconsistent with the provisions of this Section, the provisions of this Section shall govern.
- (b) Cost-of-Living Adjustment. The \$200,000 limit on annual compensation in subsection (a) above shall be adjusted for cost-of-living increases in accordance with IRC §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.
- (c) Compensation Limit for Prior Determination Periods. In determining benefit accruals in Plan Years beginning after December 31, 2001, the annual compensation limit in subsection (a) above, for determination periods beginning before January 1, 2002, shall be \$ 200,000.

Section 4. Reserved.

Section 5. Direct Rollover of Plan Distributions.

- (a) Effective Date. This Section shall apply to distributions made after December 31, 2001. To the extent that the provisions of Article X, Section 6 are inconsistent with the provisions of this Section, the provisions of this Section shall govern.
- (b) Modification of Definition of Eligible Retirement Plan. For purposes of the direct rollover provisions in Article X, Section 6 of the Plan, an "eligible retirement plan" also shall include an annuity contract described in IRC §403(b) and an eligible plan under IRC §457(b), 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. The definition of eligible retirement plan also shall 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 IRC §414(p).

Section 6. Applicable Mortality Table.

Effective Date. This section shall apply to distributions with Annuity Starting dates on or after December 31, 2002.

Notwithstanding any other plan provisions to the contrary, any reference in the plan to the Applicable Mortality Table or the mortality table prescribed in Revenue Ruling 95-6 shall be construed as a reference to the mortality table prescribed in Revenue Ruling 2001-62 for all purposes under the Plan.

163266/00933.001 v.3

AMENDMENT NO. 1

TO THE THIRD RESTATEMENT OF THE RULES AND REGULATIONS

OF THE PENSION PLAN FOR THE

ARIZONA LABORERS, TEAMSTERS AND CEMENT MASONS

LOCAL UNION 395 PENSION TRUST FUND

Effective January 1, 2002, a new Article XII is added to the Pension Plan to read as follows:

ARTICLE XII. AMENDMENTS TO COMPLY WITH EGTRRA AND 2001/02
REGULATORY CHANGES

Section 1. Purpose and Scope. The plan amendments set forth in this Article are adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA). These amendments are intended to constitute good faith compliance with the requirements of EGTRRA and are to be construed in accordance with EGTRRA and the guidance issued thereunder. Except as otherwise provided herein, the amendments contained in this Article shall be effective as of the first day of the first Plan Year beginning after December 31, 2001. The provisions of this Article shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Article.

Section 2. Reserved.

Section 3. Increase in Limit on Compensation Taken into Account.

- (a) Increase in Limit. The annual compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001 shall not exceed \$200,000. For this purpose, annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is determined under the Plan (the "determination period"). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, compensation for any prior determination period shall be limited as provided in subsection (c) below. To the extent that the provisions of Article I, Section 34 are inconsistent with the provisions of this Section, the provisions of this Section shall govern.
- (b) Cost-of-Living Adjustment. The \$200,000 limit on annual compensation in subsection (a) above shall be adjusted for cost-of-living increases in accordance with IRC §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

- (c) Compensation Limit for Prior Determination Periods. In determining benefit accruals in Plan Years beginning after December 31, 2001, the annual compensation limit in subsection (a) above, for determination periods beginning before January 1, 2002, shall be \$ 200,000.

Section 4. Reserved.

Section 5. Direct Rollover of Plan Distributions.

- (a) Effective Date. This Section shall apply to distributions made after December 31, 2001. To the extent that the provisions of Article X, Section 6 are inconsistent with the provisions of this Section, the provisions of this Section shall govern.
- (b) Modification of Definition of Eligible Retirement Plan. For purposes of the direct rollover provisions in Article X, Section 6 of the Plan, an "eligible retirement plan" also shall include an annuity contract described in IRC §403(b) and an eligible plan under IRC §457(b), 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. The definition of eligible retirement plan also shall 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 IRC §414(p).

Section 6. Applicable Mortality Table.

Effective Date. This section shall apply to distributions with Annuity Starting dates on or after December 31, 2002.

Notwithstanding any other plan provisions to the contrary, any reference in the plan to the Applicable Mortality Table or the mortality table prescribed in Revenue Ruling 95-6 shall be construed as a reference to the mortality table prescribed in Revenue Ruling 2001-62 for all purposes under the Plan.

* * * * *

The undersigned Chairman and Co-Chairman of the Board of Trustees of the Arizona Laborers, Teamsters, and Cement Masons Local 395 Pension Trust Fund do hereby certify that the foregoing Amendment 1 to the Third Restatement of the Rules and Regulations of the Pension Plan was duly adopted by the Board of Trustees at a meeting duly called and held on November 7, 2002.

Arthur A. Mayhew
Chairman 11/07/02

D. J. M. W.
Secretary 11/7/02

AMENDMENT NO. 2

TO THE THIRD RESTATEMENT OF THE RULES AND REGULATIONS

OF THE PENSION PLAN FOR THE

ARIZONA LABORERS, TEAMSTERS AND CEMENT MASONS

LOCAL UNION 395 PENSION TRUST FUND

Effective February 3, 2005, the Third Restatement of the Rules and Regulations of the Pension Plan for the Arizona Laborers, Teamsters and Cement Masons Local Union 395 Pension Trust Fund is amended to delete all references to the Arizona Laborers, Teamsters and Cement Masons Local Union 395 Pension Trust Fund and replace them with:

Arizona Laborers' and Teamsters' Pension Trust Fund

* * * * *

The undersigned Board of Trustees of the Arizona Laborers, Teamsters, and Cement Masons Local 395 Pension Trust Fund do hereby certify that the foregoing Amendment 2 to the Third Restatement of the Rules and Regulations of the Pension Plan was duly adopted by the Board of Trustees by unanimous consent. This unanimous written consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

<i>Javil Delgado</i>	<i>Feb 02-06</i>
Javil Delgado	Date
<i>Lino Rodriguez</i>	<i>2/2/06</i>
Lino Rodriguez	Date
<i>D. Martin</i>	<i>2/2/06</i>
David Martin	Date

<i>Andrew A. Marshall</i>	<i>2/2/06</i>
Andrew Marshall	Date
<i>Floyd Wyatt</i>	<i>2/2/06</i>
Floyd Wyatt	Date
<i>Amanda McGennis</i>	<i>2/2/06</i>
Amanda McGennis	Date

AMENDMENT NO. 4
TO THE THIRD RESTATEMENT OF THE RULES AND REGULATIONS
OF THE PENSION PLAN FOR THE
ARIZONA LABORERS AND TEAMSTERS
PENSION TRUST FUND

I. Effective January 1, 2008, the Retirement Plan is amended as follows:

Sections 36 and 37 are restated to read:

Section 36. Applicable Interest Rate.

- (a) For Annuity Starting Dates on or after January 1, 2008, the Applicable Interest Rate means the adjusted first, second, and third segment rates applied under rules similar to the rules of Code §430(h)(2)(C) for the month of November (as published in December) immediately preceding the calendar year (which serves as the stability period). For this purpose, the segment rates shall be subject to the conditions set forth in Code §417(e)(3)(D).
- (b) For Annuity Starting Dates on or after January 1, 2008, but before January 1, 2010, any benefit that is calculated using the Applicable Interest Rate and the Applicable Mortality Table shall be the greater of the amount calculated using:
 - (1) the Applicable Interest Rate as defined in Section 36(a) and the Applicable Mortality Table as defined in Section 37(a); or
 - (2) the Applicable Interest Rate and the Applicable Mortality Table as defined prior to January 1, 2008; or
 - (3) the interest rate and mortality table specified for lump sums in Article VIII, Section 7 of the Plan.

Section 37. Applicable Mortality Table.

- (a) For Annuity Starting Dates on or after January 1, 2008, the Applicable Mortality Table means a mortality table, based on the mortality table specified for the calendar year under subparagraph (A) of Code §430(h)(3) (without regard to subparagraph (C) or (D) of such section).

- (b) For Annuity Starting Dates on or after January 1, 2008, but before January 1, 2010, any benefit that is calculated using the Applicable Interest Rate and the Applicable Mortality Table shall be the greater of the amount calculated using:
 - (1) the Applicable Interest Rate as defined in Section 36(a) and the Applicable Mortality Table as defined in Section 37(a); or
 - (2) the Applicable Interest Rate and the Applicable Mortality Table as defined prior to January 1, 2008; or
 - (3) the interest rate and mortality table specified for lump sums in Article VIII, Section 7 of the Plan.

II. Effective January 1, 2009, the Pension Plan is amended as follows:

Article VII, Section 2 is added as follows:

Section 2. Optional 75% Husband-and-Wife Pension. A married Participant may, with spousal consent, elect to receive the Optional 75% Husband-and-Wife Pension instead of the Husband-and-Wife Pension provided by Article IV.

- (a) The monthly amount to be paid to the eligible surviving Spouse is 75% of the monthly amount received by the Pensioner at the time of his death.
- (b) When an Optional 75% Husband-and-Wife Pension becomes effective, the amount of the Participant's Pension otherwise payable will be reduced in accordance with the following:
 - (1) Non-Disability Pensions. The Pension amount otherwise payable shall be adjusted by multiplying it by the following percentage: 84.0 percent minus .5 percentage points for each year the spouse's age is less than the Participant's age or plus .5 percentage points for each year the spouse's age is greater than the Participant's age; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.
 - (2) Disability Pensions. The Pension amount otherwise payable shall be adjusted by multiplying it by the following percentage: 71.0 percent minus .5 percentage points for each year the spouse's age is less than the Participant's age or plus .5 percentage points for each year the spouse's age is greater than the Participant's age; provided, however, that in no event shall the resulting percentage be greater than 100.0 percent.

If the Participant is younger than age 55 on the Pension Effective Date of his Disability Pension, an additional .5 percentage points for each year the

Participant is younger than age 55 shall be added to the percentage determined above. In no event shall the resulting percentage be greater than 100.0 percent.

* * * * *

The undersigned Chairman and Co-Chairman of the Board of Trustees of the Arizona Laborers, Teamsters, and Cement Masons Local 395 Pension Trust Fund do hereby certify that the foregoing Amendment 6 to the Second Restatement of the Rules and Regulations of the Pension Plan was duly adopted by the Board of Trustees at a meeting duly called and held on _____, 2009.



Chairman



Secretary

5021156v2/00933.001

AMENDMENT NO. 5
TO THE THIRD RESTATEMENT OF THE RULES AND REGULATIONS
OF THE PENSION PLAN FOR THE
ARIZONA LABORERS AND TEAMSTERS
PENSION TRUST FUND

1. Effective January 1, 2008, Article I, Section 33 is restated to read as follows:

Section 33. Compensation. For all purposes under the Plan, compensation means remuneration as defined in Treasury Regulation § 1.415(c)-2(d)(2). Compensation shall also be subject to the following rules:

- (a) Compensation must be paid within the Limitation Year, and paid or treated as paid before Severance from Employment in accordance with the general timing rule of Treasury Regulation § 1.415(c)-2(e)(1).
- (b) Compensation must include amounts paid by the later of 2½ months after Severance from Employment or the end of the Limitation Year that includes the Severance from Employment date in accordance with Treasury Regulation §1.415(c)-2(e)(3)(i). Such post-severance compensation includes regular pay as defined in §1.415(c)-2(e)(3)(ii), but not other post-severance payments as defined in §1.415(c)-2(e)(3)(iii).
- (c) The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with IRC §401(a)(17)(B). Annual compensation for this purpose means compensation during the Plan Year or such other consecutive 12-month period over which compensation otherwise is determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

2. Effective January 1, 2008, Article IV is amended by adding a new Section 8 as follows:

Section 8. Notice to Participants. Within a period of no more than 90 days and no fewer than 30 days before the Pension Effective Date (and consistent with Treasury regulations), the Trustees shall provide the Participant and spouse, if any, with a written explanation of:

- (a) the terms and conditions of the Husband-and-Wife Pension and the Optional 75% Husband-and-Wife Pension,
- (b) the Participant's right to make, and the effect of, an election to waive the Husband-and-Wife Pension,

- (c) the rights of the Participant's spouse regarding the spouse's consent to such an election,
- (d) the right to make, and the effect of, a revocation of a previous election to waive the Husband-and-Wife Pension,
- (e) the relative values of the various optional forms of benefit under the Plan, and
- (f) the right to defer any distribution and the consequences of failing to defer distribution of benefits including a description of how much larger benefits will be if the commencement of distributions is deferred."

3. Effective January 1, 2008, Article VIII, Section 15 is restated as follows:

Section 15. Limitations on Benefits Under Section 415.

In addition to any other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, effective for Limitation Years beginning on and after January 1, 2008, benefits under the Plan shall be limited in accordance with Section 415 of the Code and the Treasury Regulations thereunder, in accordance with this Section. This Section 15 is intended to incorporate the requirements of Section 415 of the Code by reference except as otherwise specified herein.

- (a) Definitions. For purposes of this Section 15, the following terms shall have the following meanings.

- (1) Limitation Year.

"Limitation Year" means the calendar year.

- (2) Plan Benefit.

"Plan Benefit" means, as of any date, the amount of a Participant's benefit as determined under the applicable provisions of the Plan before the application of the limits in Section 15.

- (3) Severance From Employment.

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

- (b) Limit on Accrued Benefits.

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

(c) Limits on Benefits Distributed or Paid.

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

(d) Aggregation of Plans.

(1) In the event that the aggregate benefit accrued in any Plan Year by a Participant exceeds the limits under section 415 of the Code and the Treasury Regulations thereunder as a result of the mandatory aggregation of the benefits under this Plan with the benefits under another plan maintained by the Employer, the benefits of such other plan shall be reduced to the extent necessary to comply with section 415 of the Code and the Treasury Regulations thereunder.

(e) General.

- (1) To the extent that a Participant's benefit is subject to provisions of section 415 of the Code and the Treasury Regulations thereunder that have not been set forth in the Plan, such provisions are hereby incorporated by reference into this plan and for all purposes shall be deemed a part of the Plan.
- (2) This Section 15 is intended to satisfy the requirements imposed by section 415 of the Code and the Treasury Regulations thereunder and shall be construed in a manner that will effectuate this intent. This Section 15 shall not be construed in a manner that would impose limitations that are more stringent than those required by section 415 of the Code and the Treasury Regulations thereunder.
- (3) If and to the extent that the rules set forth in this Section 15 are no longer required for qualification of the Plan under section 401(a) and related provisions of the Code and the Treasury Regulations thereunder, they shall cease to apply without the necessity of an amendment to the Plan.

(f) Interpretation or Definition of Other Terms

The terms used in this Section 15 that are not otherwise expressly defined for this Section, shall be defined as provided in the Plan, or if not defined in the Plan, shall be defined interpreted and applied for purposes of this Section 15 as prescribed in section 415 of the Code and the Treasury Regulations thereunder.

4. Effective January 1, 2008 Article X, Section 6(b) and 6(c) are restated as follows:

- (b) 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. An "eligible

retirement plan” also shall include an annuity contract described in IRC §403(b) and an eligible plan under IRC §457(b), 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. Effective for distributions made after December 31, 2007, an eligible retirement plan shall also include a Roth IRA described in Code §408A, subject to the restrictions that currently apply to rollovers from a traditional IRA into a Roth IRA.

- (c) Distributee. A distributee includes an Employee or former Employee. In addition, the Employee’s or former Employee’s surviving spouse and the Employee’s or former Employee’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. Effective for distributions after December 31, 2008, a distributee also includes the participant’s nonspouse designated beneficiary. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in § 408(a) or § 408(b) (“IRA”) that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of § 402(c)(11).

5. Effective January 1, 2008:

- **Article XII is deleted and its contents incorporated into the remaining text of the Plan as described in this Amendment 5.**
- **Article V, Section 4 is deleted.**
- **A new Article XII is added to read as follows:**

ARTICLE XII. MINIMUM DISTRIBUTION REQUIREMENTS.

Section 1. General Rules.

- (a) Effective Date. The provisions of this Article will apply for purposes of determining required minimum distributions for calendar years beginning after December 31, 2002, except that, for purposes of determining minimum required distributions for calendar years 2003, 2004, and 2005, a good faith interpretation of the requirements of Section 401(a)(9) of the Code shall apply.
- (b) Precedence.
- (1) The requirements of this Article will take precedence over any inconsistent provisions of the Plan.
 - (2) This Article does not authorize any distribution options not otherwise provided under the Plan.
- (c) Requirements of Treasury Regulations Incorporated. All distributions required under this Article will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.
- (d) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Article, other than Section 3, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

Section 2. Time and Manner of Distribution.

- (a) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (b) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
 - (2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 2, other than Section 2(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 2 and Section 5, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 2(b)(4) applies, the date distributions are required to begin to the surviving spouse under Section 2(b)(1)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 2(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

- (c) Form of Distribution. Unless the Participant's interest is distributed in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Sections 3, 4 and 5 of this Article.

Section 3. Determination of Amount to be Distributed Each Year.

- (a) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:
 - (1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
 - (2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Sections 4 or 5;
 - (3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

- (4) payments will either be nonincreasing or increase only as follows:
- (A) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - (B) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 4 dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of section 414(p);
 - (C) to provide cash refunds of employee contributions upon the Participant's death;
or
 - (D) to pay increased benefits that result from a Plan amendment.
- (b) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 2(b)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.
- (c) Additional Accruals after First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

Section 4. Requirements for Annuity Distributions that Commence During Participant's Lifetime.

- (a) Joint Life Annuities Where the Beneficiary is not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.
- (b) Period Certain Annuities. Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting

date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 4(b), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

Section 5. Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin.

- (a) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 2(b)(1) or (2), over the life of the designated beneficiary or over a period certain not exceeding:
 - (1) unless the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
 - (2) if the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.
- (b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (c) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section 5 will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 2(b)(1).

Section 6. Definitions.


- (a) Designated beneficiary. The individual who is designated as the beneficiary under Article V, Section 2 of the Plan and is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-4 of the Treasury regulations.
- (b) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required

beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 2(b).

- (c) Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.
- (d) Required Beginning Date. A Participant's Required Beginning Date is April 1 of the calendar year following the calendar year in which the Participant attains age 70½.

* * * * *

The undersigned Chairman and Co-Chairman of the Board of Trustees of the Arizona Laborers, Teamsters, and Cement Masons Local 395 Pension Trust Fund do hereby certify that the foregoing Amendment 5 to the Third Restatement of the Rules and Regulations of the Pension Plan was duly adopted by the Board of Trustees at a meeting duly called and held on NOVEMBER 5, 2009.



Chairman



Secretary

5044973v2/00933.008

AMENDMENT NO. 5

TO THE THIRD RESTATEMENT OF THE RULES AND REGULATIONS

OF THE PENSION PLAN FOR THE

ARIZONA LABORERS AND TEAMSTERS

PENSION TRUST FUND

1. Effective January 1, 2008, Article I, Section 33 is restated to read as follows:

Section 33. Compensation. For all purposes under the Plan, compensation means remuneration as defined in Treasury Regulation § 1.415(c)-2(d)(2). Compensation shall also be subject to the following rules:

- (a) Compensation must be paid within the Limitation Year, and paid or treated as paid before Severance from Employment in accordance with the general timing rule of Treasury Regulation § 1.415(c)-2(e)(1).
- (b) Compensation must include amounts paid by the later of 2½ months after Severance from Employment or the end of the Limitation Year that includes the Severance from Employment date in accordance with Treasury Regulation §1.415(c)-2(e)(3)(i). Such post-severance compensation includes regular pay as defined in §1.415(c)-2(e)(3)(ii), but not other post-severance payments as defined in §1.415(c)-2(e)(3)(iii).
- (c) The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with IRC §401(a)(17)(B). Annual compensation for this purpose means compensation during the Plan Year or such other consecutive 12-month period over which compensation otherwise is determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

2. Effective January 1, 2008, Article IV is amended by adding a new Section 8 as follows:

Section 8. Notice to Participants. Within a period of no more than 90 days and no fewer than 30 days before the Pension Effective Date (and consistent with Treasury regulations), the Trustees shall provide the Participant and spouse, if any, with a written explanation of:

- (a) the terms and conditions of the Husband-and-Wife Pension and the Optional 75% Husband-and-Wife Pension,
- (b) the Participant's right to make, and the effect of, an election to waive the Husband-and-Wife Pension,

- (c) the rights of the Participant's spouse regarding the spouse's consent to such an election,
- (d) the right to make, and the effect of, a revocation of a previous election to waive the Husband-and-Wife Pension,
- (e) the relative values of the various optional forms of benefit under the Plan, and
- (f) the right to defer any distribution and the consequences of failing to defer distribution of benefits including a description of how much larger benefits will be if the commencement of distributions is deferred."

3. Effective January 1, 2008, Article VIII, Section 15 is restated as follows:

Section 15. Limitations on Benefits Under Section 415.

In addition to any other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, effective for Limitation Years beginning on and after January 1, 2008, benefits under the Plan shall be limited in accordance with Section 415 of the Code and the Treasury Regulations thereunder, in accordance with this Section. This Section 15 is intended to incorporate the requirements of Section 415 of the Code by reference except as otherwise specified herein.

- (a) **Definitions.** For purposes of this Section 15, the following terms shall have the following meanings.

- (1) **Limitation Year.**

"Limitation Year" means the calendar year.

- (2) **Plan Benefit.**

"Plan Benefit" means, as of any date, the amount of a Participant's benefit as determined under the applicable provisions of the Plan before the application of the limits in Section 15.

- (3) **Severance From Employment.**

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

- (b) **Limit on Accrued Benefits.**

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

(c) Limits on Benefits Distributed or Paid.

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

(d) Aggregation of Plans.

(1) In the event that the aggregate benefit accrued in any Plan Year by a Participant exceeds the limits under section 415 of the Code and the Treasury Regulations thereunder as a result of the mandatory aggregation of the benefits under this Plan with the benefits under another plan maintained by the Employer, the benefits of such other plan shall be reduced to the extent necessary to comply with section 415 of the Code and the Treasury Regulations thereunder.

(e) General.

- (1) To the extent that a Participant's benefit is subject to provisions of section 415 of the Code and the Treasury Regulations thereunder that have not been set forth in the Plan, such provisions are hereby incorporated by reference into this plan and for all purposes shall be deemed a part of the Plan.
- (2) This Section 15 is intended to satisfy the requirements imposed by section 415 of the Code and the Treasury Regulations thereunder and shall be construed in a manner that will effectuate this intent. This Section 15 shall not be construed in a manner that would impose limitations that are more stringent than those required by section 415 of the Code and the Treasury Regulations thereunder.
- (3) If and to the extent that the rules set forth in this Section 15 are no longer required for qualification of the Plan under section 401(a) and related provisions of the Code and the Treasury Regulations thereunder, they shall cease to apply without the necessity of an amendment to the Plan.

(f) Interpretation or Definition of Other Terms

The terms used in this Section 15 that are not otherwise expressly defined for this Section, shall be defined as provided in the Plan, or if not defined in the Plan, shall be defined interpreted and applied for purposes of this Section 15 as prescribed in section 415 of the Code and the Treasury Regulations thereunder.

4. Effective January 1, 2008 Article X, Section 6(b) and 6(c) are restated as follows:

- (b) 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. An "eligible

retirement plan” also shall include an annuity contract described in IRC §403(b) and an eligible plan under IRC §457(b), 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. Effective for distributions made after December 31, 2007, an eligible retirement plan shall also include a Roth IRA described in Code §408A, subject to the restrictions that currently apply to rollovers from a traditional IRA into a Roth IRA.

- (c) **Distributee.** A distributee includes an Employee or former Employee. In addition, the Employee’s or former Employee’s surviving spouse and the Employee’s or former Employee’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. Effective for distributions after December 31, 2008, a distributee also includes the participant’s nonspouse designated beneficiary. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in § 408(a) or § 408(b) (“IRA”) that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of § 402(c)(11).

5. Effective January 1, 2008:

- **Article XII is deleted and its contents incorporated into the remaining text of the Plan as described in this Amendment 5.**
- **Article V, Section 4 is deleted.**
- **A new Article XII is added to read as follows:**

ARTICLE XII. MINIMUM DISTRIBUTION REQUIREMENTS.

Section 1. General Rules.

- (a) **Effective Date.** The provisions of this Article will apply for purposes of determining required minimum distributions for calendar years beginning after December 31, 2002, except that, for purposes of determining minimum required distributions for calendar years 2003, 2004, and 2005, a good faith interpretation of the requirements of Section 401(a)(9) of the Code shall apply.
- (b) **Precedence.**
- (1) The requirements of this Article will take precedence over any inconsistent provisions of the Plan.
 - (2) This Article does not authorize any distribution options not otherwise provided under the Plan.
- (c) **Requirements of Treasury Regulations Incorporated.** All distributions required under this Article will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.
- (d) **TEFRA Section 242(b)(2) Elections.** Notwithstanding the other provisions of this Article, other than Section 3, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

Section 2. Time and Manner of Distribution.

- (a) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (b) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
 - (2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 2, other than Section 2(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 2 and Section 5, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 2(b)(4) applies, the date distributions are required to begin to the surviving spouse under Section 2(b)(1)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 2(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

- (c) Form of Distribution. Unless the Participant's interest is distributed in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Sections 3, 4 and 5 of this Article.

Section 3. Determination of Amount to be Distributed Each Year.

- (a) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:
 - (1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
 - (2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Sections 4 or 5;
 - (3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

- (4) payments will either be nonincreasing or increase only as follows:
 - (A) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - (B) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 4 dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of section 414(p);
 - (C) to provide cash refunds of employee contributions upon the Participant's death; or
 - (D) to pay increased benefits that result from a Plan amendment.
- (b) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 2(b)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.
- (c). Additional Accruals after First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

Section 4. Requirements for Annuity Distributions that Commence During Participant's Lifetime.

- (a) Joint Life Annuities Where the Beneficiary is not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.
- (b) Period Certain Annuities. Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting

date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 4(b), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

Section 5. Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin.

- (a) **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 2(b)(1) or (2), over the life of the designated beneficiary or over a period certain not exceeding:
 - (1) unless the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
 - (2) if the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.
- (b) **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (c) **Death of Surviving Spouse Before Distributions to Surviving Spouse Begin.** If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section 5 will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 2(b)(1).

Section 6. Definitions.

- (a) **Designated beneficiary.** The individual who is designated as the beneficiary under Article V, Section 2 of the Plan and is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-4 of the Treasury regulations.
- (b) **Distribution calendar year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required

beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 2(b).


- (c) Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.
- (d) Required Beginning Date. A Participant's Required Beginning Date is April 1 of the calendar year following the calendar year in which the Participant attains age 70½.

* * * * *

The undersigned Chairman and Co-Chairman of the Board of Trustees of the Arizona Laborers, Teamsters, and Cement Masons Local 395 Pension Trust Fund do hereby certify that the foregoing Amendment 5 to the Third Restatement of the Rules and Regulations of the Pension Plan was duly adopted by the Board of Trustees at a meeting duly called and held on NOVEMBER 5, 2009.



Chairman



Secretary

5044973v2/00933.008

AMENDMENT NO. 6

TO THE THIRD RESTATEMENT OF THE RULES AND REGULATIONS

OF THE PENSION PLAN FOR THE

ARIZONA LABORERS AND TEAMSTERS

PENSION TRUST FUND

- 1. Effective for deaths on and after January 1, 2007, Article V, Section 1(a)(i) is restated to add the last sentence as follows:**

Section 1. Eligibility For and Amount of Death Benefit.

(a) Death Before Retirement.

- (i) If a Participant dies prior to meeting the eligibility requirements for a Pension, an amount equal to the total amount of contributions credited to his account shall be paid in a lump sum to his designated Beneficiary provided he, as a result of actual employment, earned at least one quarter of Future Service Credit or 125 Hours of Service in the Annuity Plan in the two consecutive calendar year periods prior to date of death or the Calendar Year in which he died. This requirement shall not apply to Participants whose first contributions to the Fund commenced during the calendar year of their death or the two consecutive calendar years prior to the year in which the Participant died. For Participants who die while performing qualified military service on and after January 1, 2007, the period of such Participant's qualified military service as defined in Code 414(u)(5) shall be treated as vesting service under the Plan.

- 2. Effective for deaths on and after January 1, 2007, Article V, Section 4 is added to read as follows:**

Section 4. Survivor Benefits Following Death During Qualified Military Service

If a Participant dies on or after January 1, 2007 while performing qualified military service (as defined in Code §414(u)(5)), the deceased Participant's beneficiaries shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan if such Participant had resumed Covered Employment and then terminated Covered Employment on account of death. In addition, the period of such Participant's qualified military service shall be treated as vesting service under the Plan.

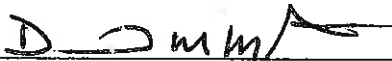
3. Effective January 1, 2009, Article I, Section 33(d) is added as follows:

Section 33. Compensation.

(d) Effective for years beginning after December 31, 2008, Compensation shall include military differential wage payments (as defined in section 3401(h) of the Code).

* * * * *

The undersigned Chairman and Co-Chairman of the Board of Trustees of the Arizona Laborers, Teamsters, and Cement Masons Local 395 Pension Trust Fund do hereby certify that the foregoing Amendment 6 to the Third Restatement of the Rules and Regulations of the Pension Plan was duly adopted by the Board of Trustees at a meeting duly called and held on November 4, 2010.



Chairman



Secretary