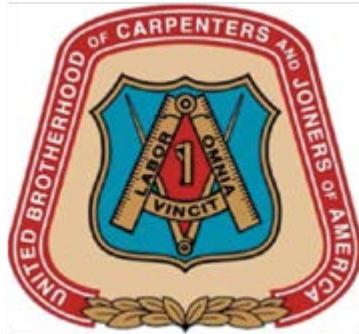


# TENNESSEE/NORTH CAROLINA CARPENTERS AND MILLWRIGHTS PENSION FUND

## SUMMARY PLAN DESCRIPTION



EFFECTIVE MAY 1, 2021

## **BE SURE TO NOTIFY THE FUND OFFICE OF YOUR CURRENT ADDRESS**

Most information about the pension plan and changes to it are sent to you by mail. To insure that you receive this information, the Fund office must have your correct address on file at all times.

Included as an insert to this booklet are cards to be used in the event you have a change of address. Additional cards will be furnished by the Fund office at your request so that you may notify the Fund office of any future address changes.

Failure to keep the Fund office advised of any change in your address may jeopardize your eligibility for benefits because the Trustees will be unable to advise you of any changes in the plan of benefits.

You may notify the Fund office of an address change or obtain a new change of address card by writing or calling:

Board of Trustees  
Tennessee/North Carolina  
Carpenters and Millwrights Pension Fund

Mailing Address:

P.O. Box 1449  
Goodlettsville, Tennessee 37070-1449

Street Address:

2001 Caldwell Drive  
Goodlettsville, Tennessee 37072

Phone:

Local: (615) 859-0131  
Toll-Free: (800) 831-4914  
Fax: (615) 855-6168

## **TENNESSEE/NORTH CAROLINA CARPENTERS AND MILLWRIGHTS PENSION FUND**

Dear Plan Participant:

We are pleased to provide you with an updated benefit booklet summarizing the provisions of your pension plan. As was previously announced, the Middle Tennessee Carpenters and Millwrights Pension Fund and the North Carolina Carpenters Pension Fund were merged on May 1, 2021 to form the Tennessee/North Carolina Carpenters and Millwrights Pension Fund.

After careful study, the Trustees of both of the prior plans unanimously agreed that it would be in the best interests of all plan participants to enter into the merger. By joining the two plans together, it is expected that the merged plan can be more effectively and economically administered. Additionally, it will be much easier for you, as a participant in the merged plan, to travel back and forth for employment between the participating locals while maintaining your pension benefits under one plan.

The following pages describe the benefits available under the merged plan. They also outline the manner in which you become eligible for these benefits, the procedures you must follow to apply for these benefits, and the steps you must take if your application for benefits is denied. We would encourage you to review this booklet in its entirety so that you will be familiar with the provisions of your pension plan.

We will make every effort to continue to administer your plan in such a way that it can have the greatest benefit for you and your family in future years.

After you have reviewed this booklet, please retain it for your future reference. Please do not hesitate to contact the Fund office with any questions you may have regarding this booklet or any other matters pertaining to your plan.

Best Regards,

Board of Trustees

## TABLE OF CONTENTS

Fund Administrator—Board of Trustees.....	1
Statement of Coverage—Pension Benefit Guaranty Corporation.....	3
How to Apply for Benefits .....	4
Definitions:	
Active Participant.....	6
Break in Service/Break in Service Plan Year.....	6
Contribution Period.....	7
Employee .....	7
Employer.....	8
Future Service Credit.....	9
Hour of Service .....	10
Inactive Participant.....	12
Merged Plan .....	13
Middle Tennessee Plan.....	13
Normal Retirement Age .....	13
North Carolina Plan .....	13
Original Plan .....	13
Participant .....	13
Past Service Credit.....	14
Permanent Break in Service.....	15
Plan .....	15
Plan Year .....	15
Post-Retirement Employment.....	16
Retire.....	16
Surviving Spouse .....	16
Total and Permanent Disability.....	16
Union.....	17
Vested Participant.....	17
Year of Service .....	17
Year of Vesting Service .....	17
Participation and Service Accrual .....	19
Types and Calculation of Benefits .....	22
Normal Retirement Benefit .....	26
Early Retirement Benefit.....	28
Unreduced Early Retirement Benefit for Participants in the North Carolina Plan .....	30
Total and Permanent Disability Benefit .....	32
Deferred Vested Benefit .....	34

Limited Deferred Vested Benefit for Participants in the North Carolina Plan .....	35
Surviving Spouse Benefit.....	37
Forms of Benefit Payment:	
Automatic Forms .....	39
Optional Forms .....	40
Spousal Consent Required .....	41
Facility of Payment .....	41
Suspension and Termination of Benefits.....	42
Claims Appeal Procedures .....	44
Miscellaneous Provisions:	
This Booklet is Only a Summary .....	51
The Trustees Interpret the Plan .....	51
Right to Amend the Plan.....	51
Credit for Noncovered Employment.....	52
Non-Alienation of Benefits .....	52
Right to Terminate the Plan .....	52
Your Benefit Payments Must Commence on Retiring	
After Reaching the Limiting Age.....	53
Time Requirements for Applications .....	53
Recovery of Benefit Payments .....	53
Incompetent Payees .....	54
Qualified Domestic Relations Orders .....	54
Rights of Plan Participants.....	55
Information of Interest as Required by the Employee Retirement Income Security Act:	
Type of Plan .....	57
Name and Address of Plan Administrator.....	57
Type of Administration .....	58
Collective Bargaining Agreements .....	58
Plan Sponsors.....	58
Source of Contributions .....	59
Funding Medium for the Accumulation of Plan Assets.....	59
Agent for Service of Legal Process.....	59
Plan Identification Numbers .....	60
Fiscal Year .....	60

# **TENNESSEE/NORTH CAROLINA CARPENTERS AND MILLWRIGHTS PENSION FUND**

**The Fund Is Administered By:  
THE BOARD OF TRUSTEES**

**Contract Administration Services are Provided By:  
SOUTHERN BENEFIT ADMINISTRATORS, INCORPORATED  
P.O. Box 1449  
Goodlettsville, Tennessee 37070-1449  
Telephone: (615) 859-0131  
Toll-Free: (800) 831-4914  
Fax: (615) 855-6168**

## **The Trustees Are:**

### **Union:**

Mr. Matt Boner  
Carpenters Local Union No. 223  
916 Twin Elms Court  
Nashville, Tennessee 37210

Mr. Thomas H. (Tom) Jenkins  
Executive Secretary/Treasurer  
Southeastern Carpenters  
Regional Council  
3710 Executive Center Drive, Suite A  
Augusta, Georgia 30907

Mr. Steve Williams  
Business Representative  
Southern States Millwrights  
Regional Council, Local 1554  
4811 Lebanon Pike, Suite 207  
Hermitage, Tennessee 37076

### **Employer:**

Mr. Scott Gilmore  
430 Beth Drive  
Mt. Juliet, Tennessee 37122

Mr. Michael B. Pfieffer  
Industrial Contractors  
P.O. Box 997  
Columbia, Tennessee 38401

Mr. Troy Vance  
Valley Interior Systems  
813 Madison Industrial Drive  
Madison, Tennessee 37115

**The Fund Attorney Is:**

**Ms. Deborah Godwin**

Godwin, Morris, Laurenzi and Bloomfield, P.C.  
50 N. Front Street, Suite 800  
Memphis, Tennessee 38103  
Phone: (901) 528-1702

## **STATEMENT OF COVERAGE BY THE PENSION BENEFIT GUARANTY CORPORATION**

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>.

## HOW TO APPLY FOR BENEFITS

When you make application for any benefits, please do the following:

1. You must complete an Application for Benefits form. This form must be completed regardless of the type of benefit you are requesting.
2. You must furnish with your Application for Benefits a “proof of age” document which can be any of the following:
  - Birth Certificate
  - Church Record of Baptism
  - Marriage Certificate (if age is shown)
  - Passport
  - Elementary School Record
  - Registration or Voting Record (if age is shown)
  - Armed Forces Discharge
  - Social Security Records
  - Civil Service Records
  - Photo Driver’s License
3. If you are applying for a Total and Permanent Disability Benefit, your application must be accompanied by an award of disability benefits from the Social Security Administration. However, if you are applying for a temporary disability benefit, you must submit two physicians’ statements certifying your Total and Permanent Disability along with proof that you have applied for a Social Security disability benefit.
4. If applying for a Surviving Spouse Death Benefit, please submit a certified copy of the Participant’s death certificate.
5. Be sure to apply at least ninety days prior to the date you expect to retire.
6. All necessary forms may be obtained at the Fund office or through your local union office.

Once your eligibility for a benefit has been established by the Fund office, you will be furnished with certain information explaining the benefit options available under the Fund. You will then be requested to choose a benefit option, as outlined in this booklet, before payment of your benefits can commence.

Please complete all forms fully and accurately and call the Fund office if you have any questions.

## **DEFINITIONS**

This Summary Plan Description has been prepared in such a manner as to minimize the use of complex terms in an effort to assure that your potential pension benefits are explained so that you can fully understand them. However, because some of the explanations included in this booklet require the use of specific terms, the words and phrases listed below have been used in some of the explanations and are therefore defined for you below.

### **ACTIVE PARTICIPANT**

With regard to Participants in the North Carolina Plan prior to May 1, 2021 only, “Active Participant” means an Employee who was accruing Hours of Service for which contributions were required to be paid to the Fund at the time of determination.

For all other purposes, “Active Participant” means a Participant who has not yet become a Retired, Disabled or Deceased Participant and who has not yet suffered a Permanent Break in Service, and who has accrued at least one Year of Service in either the current Plan Year at the time of reference or either of the two immediately preceding Plan Years.

### **BREAK IN SERVICE/BREAK IN SERVICE PLAN YEAR**

With regard to Participants in the North Carolina Plan prior to May 1, 2021 only, “Break in Service” means a termination of participation in the Plan by a Participant at the end of any three consecutive Plan Year period beginning after he became a Participant in that Plan because of his failure to accumulate a minimum of 500 Hours of Service in each of those three Plan Years. For purposes of avoiding a Break in Service for the Plan Year beginning July 1, 2020 and ending April 30, 2021 only, Hours of Service credited for the months of May and June, 2021 under the Merged Plan will be combined with Hours of Service credited under the North Carolina Plan in that Plan Year.

With regard to Participants in the Middle Tennessee Plan prior to May 1, 2021 and all Participants in the Merged Plan on and after May 1, 2021, “Break in Service Plan Year” means a termination of participation in such Plan by a Participant at the end of any Plan Year beginning after he has become a Participant because of his failure to accumulate a minimum number of Hours of Service in that Plan Year. For the period prior to May 1, 1991, the minimum number of Hours of Service

required to avoid a Break in Service Plan Year was 200 hours per Plan Year. On and after May 1, 1991, the minimum number of Hours of Service required is 250 hours per Plan Year.

No “Break in Service Plan Year” will occur if the failure to accumulate the required Hours of Service is caused by the Total and Permanent Disability of the Participant, provided the disability began or continued during the respective Plan Year.

Additionally, with regard to Participants in the North Carolina Plan prior to May 1, 2021, no “Break in Service” will be deemed to have occurred if the failure to accumulate the required Hours of Service was caused by a disability arising from employment with a contributing Employer for which the Participant was compensated by the applicable state workers’ compensation law, or if the failure was due to the Participant’s service as a full-time elected or appointed officer of the Union.

It will not be considered a Break in Service Plan Year if a Participant is unable to maintain service due to service in the Armed Forces of the United States as required by applicable Federal law, provided the Trustees are notified of the military service in a form satisfactory to the Trustees.

## **CONTRIBUTION PERIOD**

“Contribution Period” means, with respect to Employees and Employers participating in the North Carolina Plan prior to May 1, 2021, the period during which an Employee’s employer was a contributing Employer.

## **EMPLOYEE**

“Employee” means:

1. Any employee represented by the Union and working for an Employer as defined in this section, and for whom an Employer is required to make contributions to the Fund;
2. Employees of the Union, the Southern States Millwright Regional Council, the Mid-South Carpenters Regional Council, the North Carolina Contractors Committee, the UBC-National Job Corps Training Fund, Incorporated and any Joint Apprenticeship Training Fund or Committee affiliated with the Union;

3. Non-Bargaining Employees—Full-time employees of an Employer who are not represented by the Union and for whom the Employer agrees to make, and the Trustees agree to accept, contributions to the Fund, but excluding:
  - (a) Members of any other collectively-bargained group,
  - (b) Members of any group or classification which would be recognized in the construction industry as a separate craft unit such that it could be certified as a bargaining unit for purposes of collective bargaining, and
  - (c) Any individual who is the owner or part owner of the Employer; and
4. Alumni—Any employee of an Employer who is not working under the terms of a collective bargaining agreement (who is not a “bargaining unit employee”) for whom the Employer agrees to make, and the Trustees agree to accept, contributions to the Fund, provided:
  - (a) During a Plan Year, at least half of the employee’s hours of service for an Employer are for service as a bargaining unit employee, or
  - (b) During the term of a collective bargaining agreement, the employee was a bargaining unit employee for at least one full Plan Year, or
  - (c) For the period following expiration of the collective bargaining agreement described under (b) above during which the employee was treated as a bargaining unit employee, the employee performs work for an Employer.

## **EMPLOYER**

“Employer” means:

1. Any employer required to make contributions to the Fund under the terms of a collective bargaining agreement or other written agreement in effect between the employer and the Union; and
2. The Trustees, the Union, the Southern States Millwright Regional Council, the Mid-South Carpenters Regional Council, the North Carolina Contractors Committee, the UBC-National Job Corps Training Fund, Incorporated, and any Joint Apprenticeship Training Fund or Committee affiliated with the Union that has been accepted for participation by the Trustees, but only for the purpose of making contributions to the Fund.

## **FUTURE SERVICE CREDIT**

1. For Participants in the Middle Tennessee Fund prior to May 1, 2021, “Future Service Credit” means years of credit granted to a Participant for each Plan Year in which the Participant satisfies the following requirements:
  - (a) For the period August 1, 1969 through April 30, 1970, a Participant will be granted a Year of Service if he was credited with a minimum of 150 hours of employment for which Employer contributions were paid to the Fund in his behalf.
  - (b) For the period May 1, 1970 through April 30, 1976, a Participant will be granted a Year of Service for each Plan Year in which he was credited with a minimum of 200 hours of employment for which Employer contributions were paid to the Fund in his behalf.
  - (c) For the period May 1, 1976 through April 30, 1991, a Participant will be granted a Year of Service for each Plan Year in which he was credited with a minimum of 200 Hours of Service.
  - (d) For the period May 1, 1991 through April 30, 2021, a Participant will be granted a Year of Service for each Plan Year in which he was credited with a minimum of 500 Hours of Service.
2. For Participants in the North Carolina Fund prior to May 1, 2021, “Future Service Credit” means credit granted to a Participant based on employment with a contributing Employer prior to May 1, 2021. Years of Future Service Credit are determined in accordance with the following:

- (a) Effective for Plan Years ended prior to July 1, 2015, Future Service Credit is determined as follows –

<u>Hours of Service Credited In a Plan Year</u>	<u>Future Service Credits</u>
1,600 or more	1 Year
1,200 to 1,599	.8 Year
1,000 to 1,199	.6 Year
800 to 999	.5 Year
500 to 799	.25 Year
499 or less	0

- (b) Effective for Plan Years during the period July 1, 2015 through June 30, 2020, a Participant will receive Future Service Credit up to a maximum of 1.0 for each Plan Year during which he was credited with at least 500 Hours of Service. Future Service Credit for any such Plan Year will equal the Participant's Hours of Service in each Plan Year, up to a maximum of 1,600 hours, divided by 1,600.
- (c) Effective for the Plan Year beginning July 1, 2020 and ending April 30, 2021, a Participant will receive Future Service Credit equal to the greater of:
  - (1) Up to a maximum of 1.0 Future Service Credits provided he was credited with at least 415 Hours of Service in the Plan Year. The Participant's Future Service Credit will equal his Hours of Service in the Plan Year, up to a maximum of 1,330 hours, divided by 1,330; or
  - (2) Up to a maximum of 1.0 Future Service Credits provided he was credited with at least 500 Hours of Service in the Plan Year when combined with Hours of Service credited for the work months of May and June, 2021 under the Merged Plan. The Participant's Future Service Credit will equal the combined Hours of Service, up to a maximum of 1,600 hours, divided by 1,600.

3. For Participants in the Merged Plan, effective May 1, 2021, a minimum of 500 Hours of Service credited during each Plan Year will be required for crediting of a year of Future Service Credit.

## **HOUR OF SERVICE**

“Hour of Service” includes:

- 1. Each hour for which a Participant is paid, or entitled to payment, for the performance of duties for an Employer.
- 2. Each hour, up to five hundred one (501) hours during a single, continuous period (whether or not such period occurs in a single computation period), for which a Participant is paid, or entitled to payment, by an Employer on account of a period of time during which no duties are performed (irrespective of whether the Participant has ceased being employed by the Employer) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence, but excluding any hour for which payment

is made or due under a plan maintained solely for the purpose of complying with workers' compensation, unemployment compensation, or disability insurance laws for which payment is made or due solely as reimbursement for medical or medically-related expenses incurred by the Participant.

3. Each hour for which back pay, irrespective of mitigation of damages, for the Participant has been awarded or agreed to by an Employer to the extent that such award or agreement is intended to compensate a Participant for a period of time during which the Participant would have been performing duties for the Employer; provided that the same Hour of Service will not be counted under paragraph 1. on the previous page and under this paragraph.
4. Each hour for which back pay, irrespective of mitigation of damages, for a Participant has been awarded or agreed to by an Employer to the extent that such award or agreement is intended to compensate the Participant for a period of time during which the Participant would have performed no duties as described in paragraph 2. on the previous page. However, (i) no more than five hundred one (501) hours will be credited for any single, continuous period (whether or not the period occurs in a single computation period); and (ii) the same Hour of Service will not be counted under paragraph 2. on the previous page and under this paragraph.
5. Each hour for which disability payments were paid by the former North Carolina Carpenters Fund or its successor (and other specific source or type of payment for non-work time), but excluding any time compensated under any unemployment compensation law or mandatory disability benefits law and excluding any hours of non-work time in excess of 501 in any one continuous period during which no duties were performed. Two periods of paid non-work time will be deemed continuous if they were compensated for the same reason, such as disability, and were not separated by at least 90 days.
6. For purposes of avoiding a Break in Service Plan Year only, all hours preceding or following, and continuous with, a period of employment for which contributions are required, during which no duties are performed due to Parental Leave, as follows:
  - (a) The term "Parental Leave" means a period of the Participant's absence from employment with an Employer because of (i) the Participant's pregnancy, (ii) the birth of his child, (iii) the placement of a child with the Participant for adoption, or (iv) the Participant's caring for his child for a period immediately following the child's birth or placement for

adoption. The Trustees may require, on a uniform and nondiscriminatory basis, that the Participant timely furnish such information as may reasonably be required for the Trustees to determine that the Participant's absence qualifies as a Parental Leave and to calculate the number of days of such Parental Leave.

- (b) The number of Hours of Service calculated for the Parental Leave will be the number of hours that normally would have been calculated for such period except for the Parental Leave, or, in any case, in which the Trustees are unable to determine such number, eight hours for each day of the Parental Leave.
- (c) No more than five hundred one (501) Hours of Service will be calculated for the Parental Leave.
- (d) The Hours of Service calculated for the Parental Leave will be credited to the Plan Year in which the absence from employment began only if such credit is necessary to prevent the Participant from incurring a Break in Service Plan Year as of such Plan Year, and otherwise will be credited to the next succeeding Plan Year.

7. For purposes of determining eligibility to participate under the Plan, determining entitlement to a Deferred Vested Benefit, and avoiding a Break in Service or a Break in Service Plan Year, all hours for which an Employee actually works for an Employer in work not coming under the jurisdiction of the Union, provided such hours immediately precede or immediately follow hours worked within the jurisdiction of the Union with the same Employer and only if between such periods of employment the Employee suffers no form of termination of employment with the same Employer.

8. Each hour of military service as required under the provisions of the Uniformed Services Employment and Reemployment Rights Act.

## **INACTIVE PARTICIPANT**

“Inactive Participant” means a Participant who has not yet become a Retired, Disabled or Deceased Participant and who has not yet suffered a Permanent Break in Service and who has not accrued at least one Year of Service in either the current Plan Year at the time of reference or in either of the two immediately preceding Plan Years.

## **MERGED PLAN**

“Merged Plan” means the plan of benefits of the Tennessee/North Carolina Carpenters and Millwrights Pension Fund as effective May 1, 2021.

## **MIDDLE TENNESSEE PLAN**

“Middle Tennessee Plan” means the plan of benefits of the Middle Tennessee Carpenters and Millwrights Pension Fund as in effect prior to May 1, 2021.

## **NORMAL RETIREMENT AGE**

“Normal Retirement Age” means:

1. For a Participant last considered an Active Participant prior to May 1, 1990, age 65; or
2. For a Participant last considered an Active Participant on or after May 1, 1990, age 62.

## **NORTH CAROLINA PLAN**

“North Carolina Plan” means the plan of benefits of the North Carolina Carpenters Pension Fund as in effect prior to May 1, 2021.

## **ORIGINAL PLAN**

“Original Plan” means the predecessor plan of the Middle Tennessee Plan as in existence prior to May 1, 1976. The rights, if any, of any person who did not become a Participant in the Middle Tennessee Plan on or after May 1, 1976 will be determined in accordance with the provisions of the Original Plan as they were in effect at the time a determination of the Participant’s right to, or the amount of, his benefits was made.

## **PARTICIPANT**

“Participant” means an Employee who has met the eligibility requirements for participation as set forth in this booklet. Once an Employee becomes a Participant, he will remain a Participant until his normal or early retirement, death, disability retirement, or Permanent Break in Service, after which he will be referred to as a “Retired Participant,” “Deceased Participant,” “Disabled Participant,” or “Former Participant,” whichever is appropriate.

## **PAST SERVICE CREDIT**

1. For those individuals who were Participants under the Middle Tennessee Plan, “Past Service Credit” means credit given to a Participant for any complete twelve month period of time beginning on August 1 and ending on July 31, between August 1, 1959 and August 1, 1969, during which the Participant was continuously under the jurisdiction of the Union party to the Agreement and Declaration of Trust establishing the Fund. However, one year of Past Service Credit will be granted for the twelve month period ending on July 31, 1960 if a Participant was under the jurisdiction of the Union during any part of that period.
2. For those individuals who were Participants under the North Carolina Plan, Past Service Credit will be granted as follows:
  - (a) An Employee who was a Participant at the time his or her Union first joined the Plan will be credited with one full year of Past Service Credit for each year of his employment prior to the date the Participant’s Union joined the Plan (even though not for full-time) in a category of work covered under a collective bargaining agreement with the Union.
  - (b) For purposes of proof only, membership in good standing in the Union prior to January 2, 1973 will be considered evidence of employment in a category of work covered by a collective bargaining agreement with the Union during such years.
  - (c) Employees who became Participants after the initial date of the Plan (January 2, 1973) will not normally be awarded Past Service Credits; however, the Trustees may in their sole judgment and discretion award Past Service Credits to covered Employees of a new Employer initially electing to become a contributing Employer in the Plan if that Employer’s covered Employees worked an average of 1,800 hours during the calendar year prior to joining the Plan. Such Past Service Credits may be unlimited during the first five years of the Plan but will be limited from the fifth to the tenth years of the Plan to ten Past Service Credits and, from the tenth to the fifteenth years, such Past Service Credits will be limited to five.

After January 2, 1988, no Past Service Credits will be awarded to any Employee of an Employer just joining the Plan.

(d) Supplemental Past Service Credits will be granted to former Participants under the Carolina Carpenters Pension Plan (Local 1469) who were employed in work covered by a collective bargaining agreement in effect with the Union during the period May 1, 1990 through June 30, 1990, in accordance with the following schedule:

<u>Hours Worked</u>	<u>Past Service Credits Earned</u>
0 - 83	0
84 - 133	0.08
134 - 199	0.11
200 - 266	0.15
267+	0.17

## **PERMANENT BREAK IN SERVICE**

“Permanent Break in Service” means the end of a Plan Year, prior to attainment of a nonforfeitable right to a Deferred Vested Benefit, when a Participant’s consecutive Break in Service Plan Years equal or exceed the greater of (i) the total of his Years of Service prior to that date, or (ii) five years. A “Permanent Break in Service” will not occur where such Permanent Break in Service would have been otherwise caused by the absence of a Participant due to service in the Armed Forces of the United States.

## **PLAN**

“Plan” means the plan of benefits of the Tennessee/North Carolina Carpenters and Millwrights Pension Fund or either of the prior Plans, as applicable, as summarized on the following pages.

## **PLAN YEAR**

1. With regard to the North Carolina Plan prior to May 1, 2021, “Plan Year” means:
  - (a) For periods prior to July 1, 2020, the twelve month period from July 1 through the following June 30; and
  - (b) The ten month period beginning on July 1, 2020 and ending on April 30, 2021.
2. With regard to the Middle Tennessee Fund and the Merged Fund, “Plan Year” means the twelve month period from May 1 through the following April 30.

## **POST-RETIREMENT EMPLOYMENT**

“Post-Retirement Employment” means a Retired Participant’s employment in:

1. An industry in which Employees covered by the Plan were employed and in which they accrued benefits under the Plan as a result of that employment;
2. A trade or craft in which the Participant was employed at any time under the Plan; and
3. The geographic area covered by the Plan at the time of determination.

Post-Retirement Employment will occur only in any month in which the employment described above equals or exceeds 40 hours.

## **RETIRE**

“Retire” means a Participant’s cessation or reduction of employment to the extent that he is not engaged in any Post-Retirement Employment.

## **SURVIVING SPOUSE**

“Surviving Spouse” means the person to whom a Deceased Participant was legally married at the time of his death, provided the Deceased Participant and the “Surviving Spouse” were legally married both at the time any benefit payment, if any, commenced and for a period of not less than one year prior to that time.

## **TOTAL AND PERMANENT DISABILITY**

“Total and Permanent Disability” means a physical or mental condition of an Employee which totally and permanently prevents the Employee from engaging in any regular occupation or employment for remuneration or profit, which occupation or employment would be inconsistent with a finding of total and permanent disability. However, no Employee will be considered totally and permanently disabled for the purpose of the Plan if his incapacity consists of chronic alcoholism or addiction to narcotics, or if the incapacity was contracted, suffered or incurred while he was engaged in a felonious enterprise involving moral turpitude, or resulted from such, or resulted from an intentionally self-inflicted injury, whether or not confinement for the condition is required.

## **UNION**

“Union” means Carpenters Local Union No. 223, Carpenters Local Union No. 312 and Millwright Local Union No. 1554, affiliated with the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, and any other affiliated local union which may be accepted for participation by the Trustees.

## **VESTED PARTICIPANT**

“Vested Participant” means a Participant who has become Vested with a non-forfeitable right to his accrued benefit. (See “Vesting” on pages 20 and 21.)

## **YEAR OF SERVICE**

“Year of Service” means each year of Future Service Credit and Past Service Credit combined as granted under the provisions of the Middle Tennessee Plan and the Merged Plan, subject to the provisions outlined in the following section of this booklet.

## **YEAR OF VESTING SERVICE**

With regard to Participants in the North Carolina Plan prior to May 1, 2021 only, a Participant will be granted a “Year of Vesting Service” as follows:

1. For Plan Years ending prior to July 1, 2020, a Participant will be granted a Year of Vesting Service for each Plan Year in which he was credited with a minimum of 1,000 Hours of Service. One-half of a Year of Vesting Service will be granted for such Plan Year if the Participant was credited with a minimum of 500 Hours of Service, but fewer than 1,000 Hours of Service.
2. For the Plan Year beginning July 1, 2020 and ending April 30, 2021, a Participant will receive Vesting Service equal to the greater of:
  - (a) One Year of Vesting Service, provided he was credited with a minimum of 830 Hours of Service in the Plan Year. One-half of a Year of Vesting Service will be granted for such Plan Year if the Participant was credited with a minimum of 415 Hours of Service, but fewer than 830 Hours of Service; or
  - (b) One Year of Vesting Service, provided he is credited with at least 1,000 Hours of Service in such Plan Year when combined with Hours of Service

credited for the work months of May and June, 2021 under the Merged Plan. One-half of a Year of Vesting Service will be granted for such period if the Participant was credited with a minimum of 500 combined Hours of Service, but fewer than 1,000 combined Hours of Service.

## **PARTICIPATION AND SERVICE ACCRUAL**

### **ELIGIBILITY FOR PARTICIPATION**

Each Employee who was a Participant in the Middle Tennessee Plan or the North Carolina Plan as of April 30, 2021 is considered a Participant in the Merged Plan as of May 1, 2021.

Each Employee who did not qualify as a Participant as of May 1, 2021 will become a Participant on the first day of any Plan Year during which he completes at least 500 Hours of Service, provided those 500 Hours of Service are completed during a period not exceeding twelve consecutive months.

In the event a Participant suffers a Permanent Break in Service, he will, upon return to the status of an Employee, be required to again meet the requirements outlined above before again becoming a Participant.

### **SERVICE ACCRUAL AND ELIGIBILITY FOR BENEFITS**

A Participant's eligibility will be based on:

1. His Years of Service accumulated under the Middle Tennessee Plan and the Merged Plan, to consist of his Future Service Credits and his Past Service Credits, if any; plus
2. His Years of Vesting Service accumulated under the North Carolina Plan, if any,

subject to the provisions outlined below.

Effective with all Plan Years beginning on and after May 1, 1997 for Participants in the Middle Tennessee Plan and May 1, 2021 for Participants in the Merged Plan, if a Participant should fail to earn a Year of Service during a Plan Year due to his Total and Permanent Disability, a Year of Service will be granted provided the Participant remained Totally and Permanently Disabled for a minimum period of six consecutive months occurring within such Plan Year. Such Years of Service will be used only for determining vesting status and eligibility to receive a benefit. Proof of Total and Permanent Disability satisfactory to the Trustees will be required for the granting of such service.

## **FORFEITURE OF SERVICE**

A Participant who incurs a Permanent Break in Service prior to becoming vested, as explained below, will forfeit all Years of Service and Years of Vesting Service accrued prior to the Permanent Break in Service.

## **VESTING**

A Participant will become a Vested Participant with a non-forfeitable right to his accrued benefit upon satisfying the provisions outlined in 1., 2. or 3. below:

1. With regard to Years of Service credited under the Middle Tennessee Plan only:
  - (a) For a Participant who was not employed under the terms of a collective bargaining agreement in effect between the Union and the Employers and who worked at least one Hour of Service under the Plan on or after May 1, 1989, five Years of Service; or
  - (b) For a Participant not described in (a) above who was considered an Active Participant under the provisions of the Plan on or after May 1, 1991, five Years of Service; or
  - (c) For a Participant not described in (a) or (b) above who accrued more than one Hour of Service on or after May 1, 1999, five Years of Service; or
  - (d) For a Participant not described in (a), (b) or (c) above, ten Years of Service.
2. With regard to Years of Vesting Service credited under the North Carolina Plan only:
  - (a) A Participant who earned at least five Years of Vesting Service after July 1, 1988 will be a Vested Participant.
  - (b) A Participant who earned at least five Years of Vesting Service and worked at least one Hour of Service on or after July 1, 1997 will be a Vested Participant.

- (c) A Participant who earned at least 10 Years of Vesting Service (including at least one Year of Vesting Service earned during the Contribution Period) will be a Vested Participant.
- 3. With regard to Years of Service credited under the Merged Plan, a Participant will become a Vested Participant upon accruing five Years of Service.
- 4. Regardless of 1., 2. and 3. above, a Participant will become a Vested Participant upon attaining Normal Retirement Age or, with regard to the Unreduced Early Retirement Benefit for Participants in the North Carolina Plan only, upon satisfying the age and service requirements outlined in that section of this booklet.

In determining vesting status under the Merged Plan, Years of Service accrued under the Middle Tennessee Plan and Years of Vesting Service accrued under the North Carolina Plan will be counted as Years of Service in determining vesting status.

# **TYPES AND CALCULATION OF BENEFITS**

## **TYPES OF BENEFITS**

There are seven types of benefits for which you, or your Surviving Spouse, may become eligible under the Plan. Each of them is described in more detail on the following pages. They are:

1. Normal Retirement Benefit
2. Early Retirement Benefit
3. Unreduced Early Retirement Benefit for Participants in the North Carolina Plan
4. Total and Permanent Disability Benefit
5. Deferred Vested Benefit
6. Limited Deferred Vested Benefit for Participants in the North Carolina Plan
7. Surviving Spouse Death Benefit

## **CALCULATION OF BENEFITS**

### **1. For Years of Service Accrued Under the Middle Tennessee Plan:**

A Participant's monthly Normal Retirement Benefit will be equal to the sum of his Past Service Benefit, if any, and his Future Service Benefit, as follows:

#### **(a) Past Service Benefit**

The Past Service Benefit of each Participant is computed by multiplying \$2.00 by the number of years of Past Service with which the Participant was credited during the period August 1, 1959 to August 1, 1969. The resulting figure is the Participant's unreduced monthly benefit based on Past Service.

#### **(b) Future Service Benefit**

The Future Service Benefit of each Participant is based on the total Employer contributions which are credited in his behalf, or for the hours of work for which those contributions are due, or both, as outlined in

the following table. The resulting figure is the Participant's unreduced monthly benefit based on Future Service. Only those contributions or hours accrued following the Participant's latest Permanent Break in Service, if applicable, will be used in this calculation:

<b>If you were last considered an Active Participant during this period:</b>	<b>Your unreduced monthly benefit will be equal to:</b>
May 1, 1976—April 30, 1978.....	1.70% of total Employer contributions
May 1, 1978—April 30, 1984.....	1.70% of total Employer contributions for the period
	August 1, 1969 through April 30, 1978
	plus
	0.46¢ for each hour of work on or after May 1, 1978
May 1, 1984—Dec. 31, 1984.....	1.70% of total Employer contributions
Jan. 1, 1985—April 30, 1986.....	1.90% of total Employer contributions
May 1, 1986—April 30, 1987.....	2.25% of total Employer contributions
May 1, 1987—April 30, 1988.....	2.50% of total Employer contributions
May 1, 1988—April 30, 1989.....	2.65% of total Employer contributions
May 1, 1989—April 30, 1990.....	2.80% of total Employer contributions
May 1, 1990—April 30, 1991.....	3.05% of total Employer contributions
May 1, 1991—April 30, 2006.....	3.45% of total Employer contributions for the period
	August 1, 1969 through April 30, 1991,
	plus
	3.25% of total Employer contributions for the period
	May 1, 1991 through April 30, 2004,
	plus
	2.75% of total Employer contributions for the period
	May 1, 2004 through April 30, 2006
On or after May 1, 2006.....	3.45% of total Employer contributions for the period
	August 1, 1969 through April 30, 1991,
	plus
	3.25% of total Employer contributions for the period

May 1, 1991 through April 30, 2004,  
plus  
2.75% of total Employer contributions  
for the period  
May 1, 2004 through April 30, 2006  
plus  
2.75% of total Employer contributions  
for the period  
May 1, 2006 through April 30, 2009  
for each Plan Year in which you  
were credited with a minimum of  
500 Hours of Service  
plus  
2.50% of total Employer contributions  
credited in your behalf for the period  
May 1, 2009 through April 30, 2012  
for each Plan Year in which you  
were credited with a minimum of  
500 Hours of Service  
plus  
2.00% of total Employer contributions  
credited in your behalf for each  
Plan Year beginning on or after  
May 1, 2012 in which you  
are credited with a minimum of  
500 Hours of Service

2. For Years of Service Accrued Under the North Carolina Plan:

The monthly amount of the Normal Retirement Benefit for Active Employees under the North Carolina Carpenters Pension Plan and Active Participants under the Carolina Carpenters Pension Fund for service after May 1, 1988 will be equal to the sum of (a) and (b) as follows:

- (a) For service prior to July 1, 2015 - \$78.52 multiplied by the Participant's total Past Service Credits and Future Service Credits (excluding inactive vested Participants); plus
- (b) For service on or after July 1, 2015 - \$.035 multiplied by the total hours of work credited in each Plan Year for which Employer contributions

were paid, or were required to be paid, to the Fund in the Employee's behalf, but subject to a minimum of 500 hours of credit in each Plan Year and a maximum of 1,600 hours of credit in each Plan Year. No benefit will be accrued in a Plan Year in which fewer than 500 hours are worked, and the maximum benefit accrual for any such Plan Year will be \$56.00 regardless of the number of hours worked. For purposes of calculating a benefit accrual for the Plan Year beginning July 1, 2020 and ending April 30, 2021 only, hours of work credited for the months of May and June, 2021 under the Merged Plan will be combined with the hours of work otherwise credited for that Plan Year.

3. For Years of Service Accrued Under the Merged Plan:

For Plan Years in which the Participant is credited with a minimum of 500 Hours of Service only, total Employer contributions which are paid, or which are required to be paid, to the Fund on behalf of the Participant for such Plan Years, and following the Participant's latest Permanent Break in Service should such apply, will be multiplied by 2.00%. The resulting figure is the Participant's monthly benefit based on Future Service Credit earned on or after May 1, 2021.

The amount of your actual monthly benefit will be adjusted to account for early retirement, late retirement and the form of benefit payment selected as explained on the following pages.

Regardless of the above, benefits will be at least equal to any benefits that were accrued by, or otherwise would have been payable to, a Participant in the Middle Tennessee Plan and/or the North Carolina Plan in accordance with the terms of any reciprocal agreement in effect between the two Plans.

## **NORMAL RETIREMENT BENEFIT**

### **ELIGIBILITY**

If you are a Participant who has not suffered a Permanent Break in Service, you will be eligible to Retire voluntarily and receive a Normal Retirement Benefit provided:

1. You have, at the time you retire, attained Normal Retirement Age, defined as follows:
  - (a) For a Participant last considered an Active Participant prior to May 1, 1990, age 65, or
  - (b) For a Participant last considered an Active Participant on or after May 1, 1990, age 62; and
2. You have satisfied either of the following:
  - (a) You are a Vested Participant, or
  - (b) You have attained the fifth anniversary of the last time you became a Participant under the Plan following any Permanent Break in Service, should such apply.

### **AMOUNT OF BENEFIT**

Your monthly Normal Retirement Benefit will be equal to the sum of your Past Service Benefit and your Future Service Benefit, as outlined in this booklet, adjusted to reflect your selection of the form of benefit payment you will receive, as explained further in this booklet.

If you should delay your retirement past the date described above, your benefit upon actual retirement will be actuarially increased to account for your late retirement, but subject to applicable Federal regulations regarding delayed distribution of pension benefits.

### **WHEN PAYMENTS BEGIN**

You will begin receiving your Normal Retirement Benefit on the first day of the month following the date on which you have both completed the eligibility require-

ments for a Normal Retirement Benefit and submitted your application on forms furnished by the Trustees, along with any personal data required by the Trustees.

## **SUSPENSION OF BENEFIT**

Your retirement benefit may be suspended if you return to work. See pages 42 and 43 for a complete explanation of the suspension of benefits rules.

## **EARLY RETIREMENT BENEFIT**

### **ELIGIBILITY**

If you are a Participant who has not suffered a Permanent Break in Service, you will be eligible to Retire voluntarily and receive an Early Retirement Benefit provided:

1. You have accrued, at the time you Retire, at least ten Years of Service and/or Years of Vesting Service combined, and
2. (a) If you are or were considered an Active Participant on or after May 1, 1991, you must have reached your fifty-fifth birthday but have not attained your Normal Retirement Age, or  
(b) If you were last considered an Active Participant prior to May 1, 1991, you must have reached your sixtieth birthday but have not attained your Normal Retirement Age.

### **AMOUNT OF BENEFIT**

Your monthly Early Retirement Benefit will be equal to the sum of your Past Service Benefit and your Future Service Benefit, reduced by one-half of one percent (.5%) for each complete calendar month by which your age precedes your Normal Retirement Age at the time your Early Retirement Benefit begins. Your monthly benefit will be further adjusted to reflect your selection of the form of benefit payment you will receive, as explained further in this booklet. The following are examples of the reduction for Early Retirement Benefits for a person who was an Active Participant after April 30, 1991, when age at retirement is one of the exact ages shown (the actual reduction will be determined by the number of months by which your actual retirement age precedes your Normal Retirement Age):

<b>Age At Early Retirement</b>	<b>Percent of Normal Retirement Benefit Payable</b>
55	58%
56	64%
57	70%
58	76%
59	82%
60	88%
61	94%

## **WHEN PAYMENTS BEGIN**

You will begin receiving your Early Retirement Benefit on the first day of the month following the date on which you have both completed the eligibility requirements for an Early Retirement Benefit and submitted your application on forms furnished by the Trustees, along with any personal data required by the Trustees.

## **SUSPENSION OF BENEFIT**

Your retirement benefit may be suspended if you return to work. See pages 42 and 43 for a complete explanation of the suspension of benefits rules.

# **UNREDUCED EARLY RETIREMENT BENEFIT FOR PARTICIPANTS IN THE NORTH CAROLINA PLAN**

## **ELIGIBILITY**

In addition to receiving a Normal or Early Retirement Benefit from the Fund, if applicable, certain Participants who were Participants in the North Carolina Plan may qualify to receive an Unreduced Early Retirement Benefit. If you were a Participant who was credited with any Vesting Service under the North Carolina Plan as of April 30, 2021, you will be eligible to Retire and receive a benefit under this provision upon satisfying one of the following:

1. You must have attained age 60 and been credited with a minimum of ten combined Years of Vesting Service under the North Carolina Plan and/or Years of Service under the Merged Plan, with at least one Year of Vesting Service having been earned during the Contribution Period; or
2. You must have attained age 55 and been credited with a minimum of 25 combined Years of Vesting Service under the North Carolina Plan and/or Years of Service under the Merged Plan, with at least one Year of Vesting Service having been earned during the Contribution Period; or
3. You must have been credited with a minimum of 30 combined Years of Vesting Service under the North Carolina Plan and/or Years of Service under the Merged Plan, with at least one Year of Vesting Service having been earned during the Contribution Period.

## **AMOUNT OF BENEFIT**

Your monthly Unreduced Early Retirement Benefit will be equal to the sum of your Past Service Benefit and your Future Service Benefit accrued under the North Carolina Plan as of April 30, 2021, as outlined in this booklet, adjusted to reflect your selection of the form of benefit payment you will receive, as explained further in this booklet.

The Years of Service and Years of Vesting Service that are used to calculate a benefit under this section may be used in determining eligibility for any other benefit for which you may qualify, but will not be used in calculating the amount of any such benefit.

## **WHEN PAYMENTS BEGIN**

You will begin receiving your Unreduced Early Retirement Benefit on the first day of the month following the date on which you have both completed the eligibility requirements for an Unreduced Early Retirement Benefit and submitted your application on forms furnished by the Trustees, along with any personal data required by the Trustees.

## **SUSPENSION OF DEFERRED VESTED BENEFIT**

Your retirement benefit may be suspended if you return to work. See pages 42 and 43 for a complete explanation of the suspension of benefits rules.

## **TOTAL AND PERMANENT DISABILITY BENEFIT**

### **ELIGIBILITY**

If you are an Active Participant as defined in this booklet, you will be eligible to Retire and receive a Total and Permanent Disability Benefit if:

1. Your condition meets the test of the definition of Total and Permanent Disability as defined in this booklet and you have received an award of disability benefits from the Social Security Administration;
2. You have not yet reached Normal Retirement Age at the time your disability begins; and
3. You have, at the time your disability begins, accrued at least seven Years of Service and/or Years of Vesting Service combined.

### **ELIGIBILITY FOR A TEMPORARY BENEFIT**

If you are an Active Participant who would otherwise qualify for a Total and Permanent Disability Benefit, but you have not yet received an award of Social Security disability benefits, you will qualify for a temporary benefit under this section, provided:

1. You have satisfied the definition of Total and Permanent Disability as witnessed by written certification from two doctors of medicine (M.D.'s); and
2. You provide written proof of having applied for disability benefits with the Social Security Administration.

You will be required to furnish proof of an award of Social Security disability benefits beginning within twelve months of the date on which your temporary benefit becomes effective. Failure to furnish this proof within the required time period will result in a termination of your temporary benefit at the end of the twelve month period.

### **AMOUNT OF BENEFIT**

When you meet the eligibility requirements for a Total and Permanent Disability Benefit, other than a Temporary Benefit, you will receive a monthly benefit equal

to your total accrued Past Service Benefit and Future Service Benefit reduced by one-half of one percent for each complete calendar month by which your attained age precedes your Normal Retirement Age at the time your Total and Permanent Disability Benefit begins, subject to a maximum reduction of 42%.

If you qualify for a Temporary Total and Permanent Disability benefit you will receive a monthly benefit equal to 58% of your total accrued Past Service Benefit and Future Service Benefit. Upon receipt of an award of Social Security disability benefits, your benefit will be converted to a Total and Permanent Disability Benefit calculated as outlined above.

## **WHEN PAYMENTS BEGIN**

You will become entitled to a Total and Permanent Disability Benefit beginning as of the first day of the month following the date on which you have both completed the eligibility requirements for a Total and Permanent Disability Benefit and submitted your application on forms furnished by the Trustees along with any personal data required by the Trustees.

## **TERMINATION OF TOTAL AND PERMANENT DISABILITY BENEFIT**

Your monthly benefit will be payable until the earliest to occur of your death, attainment of your Normal Retirement Age, a change in your condition which would no longer qualify you as being Totally and Permanently Disabled, or when you fail to furnish an award of Social Security disability benefits as outlined above. If you attain Normal Retirement Age while receiving a Total and Permanent Disability Benefit or a Temporary Total and Permanent Disability Benefit, your disability benefit will cease and you will automatically be eligible to receive a Normal Retirement Benefit. In the event of your death prior to attaining Normal Retirement Age, all payments will cease effective with the payment made on the first day of the month during which you die.

## **REIMBURSEMENT OF TEMPORARY BENEFIT**

As outlined above, in order to qualify for a Temporary Benefit, you must, among other things, be awarded Social Security disability benefits that begin not later than twelve months following the commencement date of the Temporary Benefit. If this requirement is not satisfied, regardless of any other provisions, you will be considered not to have satisfied the eligibility requirements for a Total and Permanent Disability Benefit, and any benefit payments made under this section must be immediately reimbursed to the Fund by you.

## **DEFERRED VESTED BENEFIT**

### **ELIGIBILITY**

You will be eligible to Retire and receive a Deferred Vested Benefit if you are a Participant who has incurred at least one Break in Service Plan Year and:

1. You are a Vested Participant;
2. You have reached your 60th birthday; and
3. You are not eligible for any other type of benefit other than the Unreduced Early Retirement Benefit.

### **AMOUNT OF BENEFIT**

At Normal Retirement Age your monthly Deferred Vested Benefit will be equal to your Past Service Benefit and your Future Service Benefit, as outlined previously in this booklet, adjusted to reflect your selection of the form of benefit payment you will receive, as explained further in this booklet. However, if you should elect to begin receiving your Deferred Vested Benefit prior to attaining Normal Retirement Age, the amount of your monthly benefit will be reduced by one half of one percent (.5%) for each complete calendar month by which your attained age precedes your Normal Retirement Age. Regardless, no benefits will be payable under this provision prior to your attainment of age 60.

### **WHEN PAYMENTS BEGIN**

You will become entitled to a Deferred Vested Benefit beginning on the first day of the month following the date on which you have completed the eligibility requirements described above and made appropriate application.

### **SUSPENSION OF DEFERRED VESTED BENEFIT**

Your retirement benefit may be suspended if you return to work. See pages 42 and 43 for a complete explanation of the suspension of benefits rules.

# **LIMITED DEFERRED VESTED BENEFIT FOR PARTICIPANTS IN THE NORTH CAROLINA PLAN**

## **ELIGIBILITY**

You will be eligible to Retire and receive a Limited Deferred Vested Benefit if you accrued five or more Years of Vesting Service under the North Carolina Plan during the period January 2, 1973 through June 30, 1982.

## **AMOUNT OF BENEFIT**

The benefit payable under this provision will be paid either in the form of a single lump sum payment or as a monthly benefit, at the discretion of the Trustees. **If you are eligible for any other form of benefit under the provisions of either the North Carolina Plan or the Merged Plan, you can elect to receive that other benefit, but in such case, no benefit will be payable under this provision. You may not receive a benefit both under this section and under any other provisions of either Plan.**

If this benefit is paid as a lump sum, the amount of the benefit will be calculated as a percentage of the total Employer contributions paid in to the North Carolina Plan on your behalf based upon the following schedule:

<u>Years of Vesting Service</u>	<u>Percentage of Total Contributions</u>
Less than 5 years	0%
5 Years but less than 6	25%
6 Years but less than 7	30%
7 Years but less than 8	35%
8 Years but less than 9	40%
9 Years but less than 10	45%
10 Years but less than 11	50%
11 Years but less than 12	60%
12 Years but less than 13	70%
13 Years but less than 14	80%
14 Years but less than 15	90%
15 years or more	100%

If payable as a monthly benefit at Normal Retirement Age, the monthly benefit will be calculated under the provisions of the applicable Plan in effect on the date

of your separation from active service in the same manner as a Normal Retirement Benefit, adjusted to reflect your selection of the form of benefit payment you will receive, as explained further in this booklet.

If you have satisfied the requirement of five or more Years of Vesting Service but are under age 55, you will not be entitled to a benefit under this provision until you reach age 55. Upon attaining age 55, you may apply for a Limited Deferred Vested Benefit, however, any benefit payable before attainment of Normal Retirement Age, whether as a lump sum or a monthly benefit, will be reduced in the same manner as for an Early Retirement Benefit.

Acceptance of a benefit under this provision constitutes your waiver of any other benefit to which you may be otherwise entitled from the Fund.

### **WHEN PAYMENTS BEGIN**

You will become entitled to a Limited Deferred Vested Benefit beginning on the first day of the month following the date on which you have completed the eligibility requirements described above and made appropriate application.

### **SUSPENSION OF LIMITED DEFERRED VESTED BENEFIT**

Your retirement benefit may be suspended if you return to work. See pages 42 and 43 for a complete explanation of the suspension of benefits rules.

## **SURVIVING SPOUSE BENEFIT**

### **ELIGIBILITY**

In the event of your death, if you are a Vested Participant or if you are a Disabled Participant receiving Total and Permanent Disability Benefits, your Surviving Spouse, if any, will be eligible to receive a Surviving Spouse Benefit provided:

1. You had received no Normal Retirement, Early Retirement, Unreduced Early Retirement, Deferred Vested or Limited Deferred Vested Benefits; and
2. You had not, with the informed and written consent of your spouse, elected an optional form of benefits which became effective at the time of your death; and
3. You and your spouse were married at the time of your death and had been continuously married during the one year period ending on the date of your death.

### **AMOUNT OF BENEFIT**

If, at the time of your death, you were eligible to have retired under the Normal Retirement, Early Retirement, Unreduced Early Retirement, Deferred Vested or Limited Deferred Vested Benefit provisions of the Plan, your spouse will receive a monthly benefit for life under the provisions of the Qualified Joint and 50% Survivor Form described in this booklet.

If at the time of your death you had not yet become eligible to receive a Normal Retirement, Early Retirement, Unreduced Early Retirement, Deferred Vested or Limited Deferred Vested Benefit, your Surviving Spouse must wait until the earliest date on which you would have been eligible to receive any form of Early Retirement or Deferred Vested Benefit under the Plan. At that time she will begin to receive for the remainder of her life a monthly benefit equal to 50% of the reduced amount you would have been entitled to receive at the time of your Retirement as though you had retired and commenced receiving your benefits under the Joint and 50% Survivor Form described in this booklet and then died immediately after you Retired.

### **WHEN PAYMENTS BEGIN**

Payments to your spouse will begin on the first day of the month following the date an application is submitted to the Trustees by or on behalf of your spouse on forms furnished by them, to which are attached any personal data required by

them, provided she is otherwise eligible for the benefit at the time the application is submitted.

If at the time of your death you were not eligible for any form of Normal, Early or Deferred Vested Benefit from the Fund, in addition to making application as described above, your spouse must wait until the date as of which you would have been eligible for Early Retirement or Unreduced Early Retirement under the Plan and at that time will begin to receive benefits under this provision.

## **FORMS OF BENEFIT PAYMENT**

### **AUTOMATIC FORMS**

#### **Life and 5 Year Certain Form for Unmarried Participants and Participants Married Less Than One Year**

This benefit form will be payable if, at the time your Normal Retirement, Early Retirement, Unreduced Early Retirement, Total and Permanent Disability, Deferred Vested or Limited Deferred Vested Benefit is scheduled to commence to you:

1. Are unmarried; or
2. Have been married for less than one year; or
3. Have been continuously married for at least one year but have elected this form jointly with your spouse;

unless you elect one of the optional forms of benefit outlined in this section. Under this form, your benefit will be paid in equal monthly installments throughout the remainder of your lifetime, terminating with the payment due on the first day of the month in which your death occurs. If, at the time of your death, you had not received at least 60 monthly payments and you were receiving a Normal Retirement, Early Retirement, Unreduced Early Retirement, Deferred Vested or Limited Deferred Vested Benefit, your beneficiary will be entitled to receive the same monthly benefit that was being paid to you at the time of your death until a total of 60 monthly payments have been made to you and your beneficiary combined.

#### **Joint and 50% Survivor Form for Participants Who Have Been Married for One Year or Longer**

This benefit form will be payable if, at the time your Normal Retirement, Early Retirement, Unreduced Early Retirement, Deferred Vested or Limited Deferred Vested Benefit is scheduled to commence, or on the date your Total and Permanent Disability Benefit is converted to a Normal Retirement Benefit, you have been legally married for at least one year, unless you and your spouse elect jointly in writing, as described below, to receive your monthly benefit in another form described in this section. This form provides an actuarially reduced monthly benefit to you for your remaining lifetime with 50% of the reduced benefit payable to your spouse, if she survives you, for the remainder of her lifetime. However, if

your spouse predeceases you, the amount of the benefit payable to you for the remainder of your lifetime will be increased to the amount that would have been payable for your lifetime under the Life and 5 Year Certain form described above as though you had not been married at the time of your retirement. The amount of the benefit payable under this section will be the actuarial equivalent of the benefit otherwise payable based on the respective ages of you and your spouse at the time benefit payments under this form commence.

The Trustees will furnish to you at least 30 days prior to the date on which your benefit as described above is scheduled to begin, but no more than 180 days prior to that date, a written explanation of this Joint and 50% Survivor form of payment and the difference in the amount of retirement income payable under such form of payment as compared to the optional forms outlined below. During this election period, you may elect with the written consent of your spouse to waive the Joint and 50% Survivor form in favor of an optional form, or to revoke such an election or to choose again to take such an election any number of times within the election period. Any such election must be witnessed by a Plan representative or a notary public and must acknowledge the specific form of benefit and/or alternative beneficiary.

The election period may be reduced by you, provided you are given a minimum election period of at least 7 days.

## **OPTIONAL FORMS OF BENEFITS**

When you become eligible for a Normal Retirement, Early Retirement, Unreduced Early Retirement, Deferred Vested or Limited Deferred Vested Benefit, you may choose, in place of the preceding forms of benefits, to receive your benefit in one of the optional forms described below, subject to the spousal consent requirements outlined in this section.

### **Joint and Survivor Option**

This option may be elected by a Participant who is legally married at the time his monthly benefit payments commence, regardless of the length of time he has been married. Monthly benefits will be paid under the Normal Form of Benefits described on the previous page until the first day of the month following the date as of which you and your spouse have been legally married for one year, from which time your monthly benefit will be reduced and payments made in a joint and survivor form in the manner described under the Qualified Joint and 50% Survivor Form. However, in place of a reduced monthly benefit payable to your

spouse of 50% of your monthly benefit, you may elect to continue 75% or 100% of your monthly benefit to your spouse.

### **Life and 10 Years Certain Option**

Under this option, you may elect to receive a reduced monthly benefit for life with the provision that if your death should occur before the tenth anniversary of the date your benefits began, the same reduced monthly benefit will be paid to your spouse. Under this option, payments will cease with the monthly installment paid for the later of (i) the month immediately preceding the tenth anniversary of the date your benefits began and (ii) the month death occurs. However, if both you and your spouse should die before the tenth anniversary, the commuted value of the benefit payments which would have been paid for the remainder of the ten year period will be paid in a lump sum to the estate of the second-to-die of you and your spouse, provided claim is made within one year following the date of the death of the second-to-die.

### **Life and 5 Years Certain Option**

This benefit form is explained on page 39. It may be elected by a married Participant, with the proper spousal consent as outlined in this section, in place of the automatic Joint and 50% Survivor form.

### **SPOUSAL CONSENT REQUIRED**

In the event you become eligible for any form of Normal, Early or Deferred Vested Retirement Benefits and you have been married for a period of at least one year at the time benefit payments are to commence, the written and informed consent of your spouse will be required in order for you to elect a form of benefits other than the Qualified Joint and 50% Survivor Form. Such election and consent must be submitted on forms furnished by the Trustees and must be witnessed by either a Fund representative or a Notary Public. Such election must acknowledge the specific form of benefit and/or alternate beneficiary.

### **FACILITY OF PAYMENT**

In any case where the amount of annual benefit payable is less than \$100, the Trustees may, in their discretion, arrange for less frequent payments of larger amounts or provide for an actuarially equivalent lump sum cash payment.

## **SUSPENSION AND TERMINATION OF BENEFITS**

If you are receiving a Normal Retirement, Early Retirement, Unreduced Early Retirement, Deferred Vested or Limited Deferred Vested Benefit under the Plan, your monthly benefit will be suspended and forfeited for any month in which:

1. You work 40 hours or more of Post-Retirement Employment as that term is defined in this booklet; and
2. You have exceeded the amount of earnings established by Social Security for forfeiture of Social Security retirement benefits for that year for individuals who have not attained full normal retirement age under Social Security; and
3. You have not attained full normal retirement age under Social Security rules.

If you are retired and have attained full Social Security normal retirement age, you will not forfeit any benefits under this Plan upon return to work, regardless of how much you work. If you have not reached full retirement age under Social Security, your benefits may be suspended after you have exceeded the federal limit established for forfeiture of Social Security retirement benefits.

If you suffer a suspension and forfeiture of your monthly benefit, you will have your monthly benefit reinstated in the same form and amount you were receiving from the Plan at the time you initially became a Retired Participant unless you work 200 hours or more during your period of re-employment. If 200 or more hours are worked in a single consecutive period of re-employment, your reinstated monthly benefit will be increased by the total amount of additional contributions credited during that period multiplied by the applicable Future Service crediting factor. The reinstated monthly benefit will be payable beginning with the first day of the Plan Year immediately following the date you cease Post-Retirement Employment.

All Retired Participants under the Plan are subject to the notification rules adopted by the Trustees regarding re-employment and subsequent re-retirement. If you suffer a suspension and forfeiture of your monthly benefit as the result of Post-Retirement Employment, and you fail to notify the Fund office of your re-employment and benefits to which you are not entitled are received by you, any future monthly benefits to which you may be entitled will be reduced by twenty-five percent of your reinstated monthly benefit amount, until such time as the Fund receives full restoration of any benefits paid to which you were not entitled.

If you are a Disabled Participant receiving monthly benefits and you cease to be Totally and Permanently Disabled as defined in this booklet, or if you engage in an occupation or employment (except for purposes of rehabilitation as determined by the Trustees) for remuneration or profit, or if the Trustees find, on the basis of a medical examination, that you have sufficiently recovered to return to work, or if you refuse to undergo a medical examination required by the Trustees or to submit evidence of continuing Total and Permanent Disability, your monthly Total and Permanent Disability Benefits will be terminated.

## **CLAIMS APPEAL PROCEDURES**

The Trustees will make a determination as to the right of any person to a benefit. In the event an application for benefits is denied by the Trustees, the following procedures will apply. If claim is made for a Temporary Total and Permanent Disability Benefit (a “Temporary Disability Benefit”) and it is denied because you have failed to satisfactorily establish proof of your Total and Permanent Disability, it will be handled as specifically outlined below. However, if it is denied for any other reason, the denial and any appeal rights shall be the same as those established below for all other types of benefits.

### **1. Time Limits for Processing a Claim for Benefits—**

- (a) **Claims other than Temporary Disability Benefits.** The Trustees will furnish to you a written notice of an adverse benefit determination within 90 days following receipt of the claim, or, if the Trustees determine that special circumstances delay processing the claim, within 90 additional days thereafter. If special circumstances do require an extension, the Trustees will give you written notice within 90 days of receipt of the claim advising you of the special circumstances which require an extension of time and the date by which the Plan expects to make a decision.
- (b) **Claims for Temporary Disability Benefits (If Denied for Failure to Establish Proof of Disability).** The Trustees will furnish to you a written notice of an adverse benefit determination within 45 days following receipt of the claim, or, if the Trustees determine that an extension is necessary due to matters beyond the control of the Plan, within 30 additional days thereafter. If the Trustees do determine that an extension is necessary, the Trustees will give you written notice within the first 45 days following receipt of the claim advising you of the special circumstances requiring the extension and the date by which the Plan expects to render a decision. If, prior to the end of the first 30 day extension period, the Trustees determine that due to matters beyond the control of the Plan a decision cannot be rendered within that extended time, the period for making the determination may be extended by an additional 30 days, provided the Trustees notify you in writing, prior to the expiration of the first 30 day extension period, of the circumstances requiring the extension and the date by which the Plan expects to render a decision.

## 2. Notice of Denial—

If an application for benefits is denied or partly denied for any reason, you or your authorized representative will be notified in writing within the time frame set forth in (1) above regarding the denial. This notice will set forth, in a manner calculated to be understood by you, all of the following information:

- (a) The specific reason or reasons for the adverse determination;
- (b) Reference to specific Plan provisions on which the determination is based;
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary;
- (d) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974, as amended, following an adverse benefit determination on review; and
- (e) If your claim is for temporary Total and Permanent Disability Benefits, and you have failed to establish proof of Total and Permanent Disability:
  - (1) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
    - A. The views presented by you to the Plan of health care professionals treating you and vocational professionals who evaluated you,
    - B. The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
    - C. A disability determination presented by you to the Plan made by the Social Security Administration;

- (2) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request;
- (3) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and
- (4) 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 relevant to your claim for benefits.

The notification will be provided in a culturally and linguistically appropriate manner.

3. **Your Right to Appeal an Adverse Benefit Determination**—You will have the right to appeal any adverse benefit determination and will be entitled to a full and fair review of the decision by the Board of Trustees, or by a committee appointed by them, as outlined below:
  - (a) **Time Limit for Filing an Appeal**. If you have a claim for Temporary Disability Benefits which is denied due to failure to establish proof of disability, you will be given 180 days following the adverse determination in which to file an appeal with the Trustees. In all other cases, you will be given 60 days following receipt of the denial in which to file an appeal with the Trustees.
  - (b) You will have the right to submit written comments, documents, records and any other information relating to your claim.
  - (c) **Disclosure of Documents, Records and Information on Appeal**. Upon your written request, the Trustees will provide to you free of charge reasonable access to, and copies of, any document, record or other information which was relied on in making the benefit determination, or which was submitted, considered or generated in the course of making

the benefit determination, without regard to whether the information was relied on in making the benefit determination, or which demonstrates compliance with the administrative process and safeguards required under these procedures in making the benefit determination.

In the event of failure to establish proof of disability if applying for Temporary Disability Benefits, the following additional information will be made available to you free of charge: any document, record or other information which constitutes a statement of policy or guidance with respect to the Plan concerning your diagnosis or establishment of disability or degree of disability, without regard to whether such advice or statement was relied on in making the benefit determination.

(d) Additional Provisions Applicable to Claims for Temporary Disability Benefits. In the event a claim for Temporary Disability Benefits is denied due to your failure to establish proof of your disability, the Trustees, or a committee appointed by them, will:

- (1) Provide that before the Plan can issue an adverse benefit determination on review, the Plan will provide to you, free of charge, any new or additional evidence considered, relied upon, or generated by the Plan in connection with your claim; such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided under 4. below to give you reasonable opportunity to respond prior to that date;
- (2) Provide that, before the Plan can issue an adverse benefit determination on review based on a new or additional rationale, the Plan will provide to you, free of charge, the rationale; the rationale will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided under 4. below to give reasonable opportunity to respond prior to that date;
- (3) Review the claim without giving deference to the initial benefit determination (in the event the Trustees or their committee were involved in the initial adverse benefit determination, the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination nor the subordinate of such individual);

- (4) In deciding an appeal of any adverse benefit determination that was based in whole or in part on a medical judgment, consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- (5) Identify to you any medical or vocational expert whose advice was obtained in behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied on in making the benefit determination; and
- (6) In selecting a health care professional for purposes of consultation as provided in (4) above, consult with an individual who was neither consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

#### 4. Notice of Decision—

- (a) Timing of Hearing and Notice. A decision on an appeal will be made by the Trustees or their committee and communicated in writing to you within five days of the decision. The appeal will be reviewed at the meeting of the Trustees or their committee which immediately follows the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a benefit determination will be made no later than the date of the second meeting following the Plan's receipt of the request for review, but in no instance more than 120 days following receipt of the appeal.
- (b) Content of Notice of Denial. The Trustees or their committee will provide you with written notification of the Plan's benefit determination on review. In the case of an adverse benefit determination, the notification will set forth, in a manner calculated to be understood by you:
  - (1) The specific reason or reasons for the adverse determination;
  - (2) Reference to the specific Plan provisions on which the benefit 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 relevant to the claim for benefits. A docu-

ment, record or other information will be considered relevant to a claim if such instrument:

- i. Was relied on in making the benefit determination;
- ii. Was submitted, considered or generated in the course of making the benefit determination, without regard to whether the document, record or other information was relied on in making the benefit determination;
- iii. Demonstrates compliance with administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with governing Plan documents and that, where appropriate, Plan provisions have been applied consistently with respect to similarly situated claimants; or
- iv. In the case of a claim for a Temporary Disability Benefit, constitutes a statement of policy or guidance with respect to the Plan concerning the denied benefit, without regard to whether such advice or statement was relied on in making the benefit determination;

(4) If the claim was made for Temporary Disability Benefits and you failed to establish satisfactory proof of your disability:

- i. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
  - I. The views presented by you to the Plan of health care professionals treating you and vocational professionals who evaluated you;
  - II. The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
  - III. A disability determination presented by you to the Plan made by the Social Security Administration;

- ii. Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and
  - iii. The following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor office and your state insurance regulatory agency." The statement will also describe any contractual limitations period that applies to your right to bring such an action, including the calendar date on which the limitations period expires.
- 5. Rights Granted Hereunder Are Limited to One Appeal. In appealing an adverse benefit determination under these procedures, you may choose to make a written appeal, in which event the Plan's administrative manager will present all documents in your behalf, or you may choose to personally appear before the Trustees for the purpose of presenting an appeal, or designate a representative to appear in your behalf. Your appeals rights are limited to one written or personal appeal per denied claim.
- 6. Compliance with Appeal Procedures. You may at your own expense have legal representation at any stage of these appeal procedures. The Trustees will interpret Plan provisions in a consistent and equitable manner. You will be required to exhaust these appeals procedures before proceeding to litigation, and any attempt to circumvent these proceedings in any manner will be resisted by the Trustees.
- 7. Limitation of Actions:

No legal action may be commenced or maintained against the Fund or Trustees prior to you exhausting the administrative procedures established above. Further, no legal action may be commenced or maintained unless such action is filed in the appropriate court no later than one year following the exhaustion of these procedures.

## **MISCELLANEOUS PROVISIONS**

### **THIS BOOKLET IS ONLY A SUMMARY**

Although this booklet contains a great deal of information about your Plan, it is not the purpose of this booklet to cover every detail or every situation that might arise under the Plan.

However, there is a complete set of rules and regulations which governs the operation and administration of this Plan. These rules and regulations are set forth in a legal document.

So that you will have all the details readily available, a copy of the Plan document will be made available for your examination at the Fund office or a copy of it will be reproduced for you at your request for a reasonable charge.

The rules and regulations set forth in the Plan document are final and binding. Nothing in this booklet is meant to interpret or extend or change in any way the provisions expressed in the Plan itself. If there is any difference between the Plan and the summary in this booklet, the Plan will control.

### **THE TRUSTEES INTERPRET THE PLAN**

The Plan is administered solely by the Trustees and employees or agents of the Trustees, acting for them as authorized, and the majority decisions of the Trustees in all matters pertaining to the administration of the Plan are final. The Trustees will make such rules and prescribe such procedures for the administration of the Plan as they deem necessary and reasonable.

### **RIGHT TO AMEND PLAN**

The Trustees are endowed with the authority to change the Plan, subject to any collective bargaining agreement that applies to it.

Although the Trustees expect to maintain and to improve benefits, this can only be done within the limits of available financial resources. The Trustees have an obligation to make whatever Plan changes are necessary to assure the financial stability of this Plan.

The Trustee also may change the Plan in any way to protect its tax exempt status under Internal Revenue Service rules. From time to time, these rules may change and the Trustees may have to alter certain Plan provisions in order to preserve the tax exempt status of your Plan.

## **CREDIT FOR NONCOVERED EMPLOYMENT**

Normally, in order to be credited with service under the Plan, it is necessary that you work in accordance with the collective bargaining agreements establishing the Plan and have contributions made to the Fund by your Employer.

However, your Plan provides for crediting of service for certain other classifications of employment, but only for purposes of determining your eligibility to participate under the Plan and whether you are vested for a particular benefit. This employment is called "Noncovered Employment."

Basically, "Noncovered Employment" must be performed immediately preceding or immediately following employment for which the same Employer made contributions to the Fund in your behalf.

Should you change job classifications with the same Employer, you should immediately notify the Fund office to determine if you may be working in "Noncovered Employment."

## **NON-ALIENATION OF BENEFITS**

Benefits payable under this Plan are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, except as may be required under the terms of a Qualified Domestic Relations Order, as defined in the Internal Revenue Code.

## **RIGHT TO TERMINATE THE PLAN**

The Trustees may, by majority action, terminate this Plan, if there no longer exists a collective bargaining agreement between the Union and any Employer requiring the payment of contributions to the Fund or a successor Fund, or requiring the continuation of the Plan.

In the event the Plan is terminated, the Trustees will use the remaining assets to pay all the obligations of the Plan, including expenses of the Plan, arrange for a

final audit, give any notices and file any reports which may be required by law and distribute the remaining assets among Participants and beneficiaries of the Plan in accordance with federal laws and regulations. Under no circumstances will any of the assets be paid to any contributing Employer.

## **YOUR BENEFITS MUST COMMENCE ON RETIRING AFTER REACHING THE LIMITING AGE**

Federal law requires that your benefits begin to be paid to you by April 1 of the calendar year following the year in which you have both retired and attained the limiting age. Your limiting age is based on your birth date and is determined as follows:

1. If you were born before July 1, 1949, your limiting age is age 70½; or
2. If you were born on or after July 1, 1949, you limiting age is age 72.

There is no mandatory commencement date as long as you continue to accrue benefits and remain actively employed.

It is your responsibility to make application for your benefits with the Fund office. Your failure to make such an application before the date described above will result in a tax penalty in addition to the payment of normal income taxes. We would suggest that you contact a competent tax consultant for additional information about this requirement.

## **TIME REQUIREMENTS FOR APPLICATIONS**

No benefits shall be paid unless you make application to the Trustees, as provided for in the Plan. The Trustees may, however, waive this requirement on a non-discriminatory basis if, in their opinion, circumstances warrant such a waiver.

## **RECOVERY OF BENEFIT PAYMENTS**

The Trustees, in the event of overpayment of benefits, have the right, without limitation of any other rights, to recover such overpayment from future benefits payable. The amount of recovery from each such benefit payment is at the discretion of the Trustees. However, no recovery of any single payment will exceed any amount allowable under Federal law.

Any person, whether a Participant, beneficiary, or other person, who receives an incorrect payment from the Fund (whether an erroneous benefit amount, a payment made after a Participant's death, or for any other reason) is responsible to notify the Trustees of such receipt of incorrect payment, and to promptly return such payment to the Trustees.

## **INCOMPETENT PAYEES**

In the event the Trustees determine that a payee is mentally or physically unable to give a valid receipt for any benefit due to him under the Plan, such payment may, unless claim is made by a legally appointed guardian, committee, or other legal representative, be paid to any person or institution then in the judgment of the Trustees providing for the care and maintenance of such payee. Any such payment will be a payment for the account of the person involved and will be a complete discharge of any liability of the Plan or the Trustees for the amount so paid.

## **QUALIFIED DOMESTIC RELATIONS ORDERS**

The Fund will honor an assignment of pension benefits to an alternate payee under the terms of a Qualified Domestic Relations Order. The Fund office has established procedures for determining whether a domestic relations order meets all of the legal requirements for assigning pension benefits. A copy of these procedures will be furnished to you, without charge, upon written request filed with the Fund office.

## **RIGHTS OF PLAN PARTICIPANTS**

As a Participant in the Tennessee/North Carolina Carpenters and Millwrights Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

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 collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefits Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including 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 (see definition) 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 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, you may file suit in a 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.

## **INFORMATION OF INTEREST AS REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)**

You most likely have heard about ERISA. ERISA stands for the Employee Retirement Income Security Act which was signed into law in 1974.

ERISA requires that Plan Participants and beneficiaries be provided with certain information about their benefits, how they may qualify for benefits, and the procedures to follow when filing an application for benefits. This information is presented for you in this booklet.

ERISA also requires that Participants and beneficiaries be furnished with certain information about the operation of the plan and about their rights under the Plan. This information follows:

### **TYPE OF PLAN**

This Plan is designed to provide you with income when you retire. It is called a defined benefit pension plan. Benefits are actually paid from a checking account established by the Trustees for that purpose.

Defined benefit means that a specific amount will be payable to you, assuming you qualify, based partially upon your years of Past Service as well as the number of hours worked by you within the jurisdiction of the Plan and the contributions made to the Fund by your Employers.

### **NAME AND ADDRESS OF THE PLAN ADMINISTRATOR AS DEFINED BY ERISA**

Your Plan is maintained and administered by a Board of Trustees on which labor and management are equally represented. A list of all the Trustees as of the date this booklet was prepared is contained in the front of this booklet.

This Board has the primary responsibility for decisions regarding eligibility rules, types of benefits, administrative policies, management of Plan assets, and interpretation of Plan provisions.

Any communication with the Board of Trustees should be addressed to the Fund office at:

Tennessee/North Carolina  
Carpenters and Millwrights Pension Fund  
P.O. Box 1449  
Goodlettsville, Tennessee 37070-1449  
Phone: (615) 859-0131  
Toll-Free: (800) 831-4914

## **TYPE OF ADMINISTRATION**

Although the Trustees are legally designated as the Plan administrator, they have delegated the performance of the day-to-day administrative duties to a professional administrative manager, Southern Benefit Administrators, Incorporated.

The Fund office staff, maintained by Southern Benefit Administrators, Incorporated, keeps the eligibility records, accounts for Employer contributions, processes applications, informs Participants of Plan changes and performs other routine administrative functions in accordance with Trustee decisions.

## **COLLECTIVE BARGAINING AGREEMENTS**

This Plan is maintained under the terms of collective bargaining agreements negotiated by and between Carpenters Local Union No. 223, Carpenters Local Union No. 312 and Millwright Local Union No. 1554, affiliated with the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, and various contributing Employers. These collective bargaining agreements obligate the Employers who sign an agreement, or otherwise become bound by one, to contribute a fixed hourly rate to your pension plan for each hour worked by you under the terms of that collective bargaining agreement.

You may examine the agreements at the Fund office or other specified locations upon written request. You may also have a copy of the agreements reproduced for a reasonable charge. The Rights of Plan Participants section of this booklet will explain the procedure to follow in making such a request.

## **PLAN SPONSORS**

This Plan is maintained under the terms of various collective bargaining agreements negotiated by the Union with participating Employers.

Employers who sign or otherwise become bound by an agreement are obligated to contribute to the Plan and are considered "Plan sponsors." If any Employer is

not a party to a collective bargaining agreement, then he has no legal obligation to contribute in your behalf. Consequently, in order to obtain benefits under this Plan, you must be working for a "Plan sponsor."

In most cases, your Union can tell you whether your Employer is a Plan sponsor, but if there is any uncertainty, check with the Fund office.

Specify the name of your Employer (or potential Employer) and the name of his company or firm. The Fund office will tell you whether the Employer is a Plan sponsor and if he is, will furnish you with the Employer's address as well as advise you if the Employer is making timely contributions to the Fund in your behalf.

## **SOURCE OF CONTRIBUTIONS**

The primary source of financing for the benefits provided under this Plan and the expense of Fund operations is Employer contributions. The hourly rate of the contribution is spelled out in the collective bargaining agreements negotiated by the Union with participating Employers.

No money is ever deducted from your pay check to pay for Plan benefits. A portion of the Plan assets are invested and this produces additional Fund income. The Fund is evaluated periodically by an actuary to assure that the relationship between Fund income and benefit costs meets the funding standards set forth by ERISA.

## **FUNDING MEDIUM FOR THE ACCUMULATION OF PLAN ASSETS**

All contributions and investment earnings are accumulated in a trust fund. Retirement benefits are paid directly from this fund.

Plan assets are invested to earn additional income and are reviewed according to written guidelines and objectives adopted by the Trustees.

## **AGENT FOR SERVICE OF LEGAL PROCESS**

Every effort will be made by the Trustees of this Plan to resolve any disagreements with Participants promptly and equitably. It is recognized however, that on a few occasions, some Participants may feel that it is necessary for them to take legal action. Be advised that the following has been designated as agent for service of legal process:

Ms. Deborah Godwin  
Godwin, Morris, Laurenzi and Bloomfield, P.C.  
50 N. Front Street, Suite 800  
Memphis, Tennessee 38103

Legal papers may also be served on the Trustees individually or collectively as well as the Fund office staff.

### **PLAN IDENTIFICATION NUMBERS**

When filing various reports with the Department of Labor and the Internal Revenue Service, certain numbers are used to properly identify the Tennessee/North Carolina Carpenters and Millwrights Pension Fund including:

Employer Identification Number (EIN)	
assigned by the Internal Revenue Service .....	62-6101275
Plan Number .....	001

### **FISCAL YEAR**

The accounting records of this Plan are kept on the basis of a fiscal year which ends on April 30.

**TENNESSEE/NORTH CAROLINA  
CARPENTERS AND MILLWRIGHTS PENSION FUND**

**CHANGE OF ADDRESS FORM**

Name: \_\_\_\_\_ Spouse's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Social Security No.: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Local Union No.: \_\_\_\_\_

Change of Address

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TENNESSEE/NORTH CAROLINA  
CARPENTERS AND MILLWRIGHTS PENSION FUND**

**CHANGE OF ADDRESS FORM**

Name: \_\_\_\_\_ Spouse's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Social Security No.: \_\_\_\_\_ Birthdate: \_\_\_\_\_

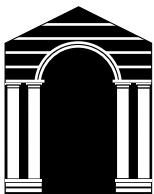
Local Union No.: \_\_\_\_\_

Change of Address

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**COMPLETE AND MAIL  
TO THE FUND OFFICE**

**COMPLETE AND MAIL  
TO THE FUND OFFICE**



**This Plan and Booklet  
Designed By  
SOUTHERN BENEFIT  
ADMINISTRATORS, INCORPORATED**

**TENNESSEE/NORTH CAROLINA  
CARPENTERS AND MILLRIGHTS PENSION FUND**

P.O. Box 1449

Goodlettsville, Tennessee 37070-1449