WASHINGTON-IDAHO-MONTANA CARPENTERS-EMPLOYERS RETIREMENT TRUST FUND

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IMPORTANT ANNOUNCEMENT CONCERNING

MERGER OF THE

RETIREMENT PLAN OF THE WASHINGTON-IDAHO-MONTANA CARPENTERS-EMPLOYERS RETIREMENT TRUST

INTO THE

SOUTHWEST CARPENTERS PENSION PLAN

TO ALL PARTICIPANTS OF THE RETIREMENT PLAN OF THE WASHINGTON-IDAHO-MONTANA CARPENTERS-EMPLOYERS RETIREMENT TRUST

Effective at 11:59 p.m. on December 31, 2022, the RETIREMENT PLAN OF THE WASHINGTON-IDAHO-MONTANA CARPENTERS-EMPLOYERS RETIREMENT TRUST ("WIM Plan") will be merged into the SOUTHWEST CARPENTERS PENSION PLAN ("Southwest Plan").

Important Note to New Applicants for WIM Retirement Benefits. To receive your first monthly pension check by December 1, 2022, Zenith-American Solutions must receive your complete Pension application <u>no later than November 1, 2022</u>. Applications received after this date will be forwarded to Carpenters Southwest Administrative Corporation (CSAC) for processing with the earliest payment occurring March 1, 2023. Please refer to the CSAC contact information at the end of this notice.

I. Overview

This merger will not lower any benefits that you have earned under the WIM Plan prior to the Merger Date. Except as noted, the WIM Plan benefit provisions will continue to apply to the benefits you have earned under the WIM Plan up through December 31, 2022 (the "Merger Date") and which were not forfeited due to a permanent break in service prior to January 1, 2023. The Southwest Plan's benefit provisions will generally apply to benefits earned for Hours Worked in Covered Employment after the Merger Date unless otherwise indicated.¹

If you continue to work in Covered Employment on and after January 1, 2023, your monthly pension will generally consist of two parts:

- 1. The monthly pension amount earned before the merger under the WIM Plan calculated and payable according to the WIM Plan rules. This is referred to as your "WIM Benefit".
- 2. The monthly pension amount earned after the merger under the Southwest Plan calculated and payable according to the Southwest Plan rules. This is referred to as your "Southwest Benefit".

¹ More detailed information may be found in the Summary Plan Descriptions for each Plan. Any inconsistency between this announcement and the plan documents will be resolved in favor of the plan documents.

The monthly amount of your Southwest Benefit will be based on your post-merger service. However, your pre-merger service under the WIM Plan will be counted to meet the vesting and service requirements for a pension from the Southwest Plan provided you did not lose your pre-merger vesting and credited service due to a permanent break in service before the merger.

In addition, your post-merger Vesting Service and Pension Credits earned under the Southwest Plan after the Merger Date will be combined with the years of Credited Service and Benefit Units earned and not forfeited under the WIM Plan before the Merger Date if necessary to satisfy the vesting and eligibility conditions for your WIM Benefit.

II. Eligibility to Participate in the Southwest Plan

Your participation in the Southwest Plan becomes effective as of January 1, 2023 if you were an Active Participant, an Inactive Vested Participant, Retired Participant or Qualified Surviving Spouse in the WIM Plan on December 31, 2022. If you were an Inactive Nonvested Employee in the WIM Plan on December 31, 2022, you will become a Participant in the Southwest Plan on the earliest January 1 or July 1 following completion of 500 Hours Worked in Covered Employment during a 12-consecutive-month period. You are an Inactive Nonvested Employee if you are not vested and had incurred a one-year break in service prior to January 1, 2023.

III. <u>Vesting, Vesting Credit, and Breaks in Service</u>

After you have established eligibility to participate in the Southwest Plan, your eligibility for any type of Pension provided by the Southwest Plan will depend on whether you are Vested and on the Pension Credits you have earned.

Vesting Service

Benefits earned after the Merger Date under the Southwest Plan will follow the Southwest Plan's vesting schedule which provides 100% vesting if you are credited with five (5) or more Vesting Service Credits, including at least one Hour of Service that was earned on or after January 1, 1999 and prior to incurring a Permanent Break in Service.

| Hours of Service during calendar years | Southwest Plan |
|--|--------------------------|
| , | "Vesting Service Credit" |
| Fewer than 300 | None |
| 300 to 399 | 3/10 |
| 400 to 499 | 4/10 |
| 500 to 599 | 5/10 |
| 600 to 699 | 6/10 |

| Hours of Service during | Southwest Plan |
|-------------------------|--------------------------|
| calendar years | "Vesting Service Credit" |
| 700 to 799 | 7/10 |
| 800 to 899 | 8/10 |
| 900 to 999 | 9/10 |
| 1000 or more | One Year |

Under the Southwest Plan, the term "Hours of Service" includes "Hours Worked in Covered Employment" for which you are paid or entitled to payment by a signatory contributing Employer for actual performance of duties (and back pay hours intended to compensate you for periods you would have performed such duties). In addition, "Hours of Service" includes hours of vacation, holiday, disability and leave to the extent paid for by a contributing Employer, whether directly or through a trust fund or insurance plan or policy, including state disability and workers' compensation for disability attributable to Covered Employment. The term also includes hours of non-covered employment that precedes or succeeds in a contiguous manner Hours of Service in Covered Employment with the same contributing Employer.

Vesting Schedule for pre-merger WIM Benefit

Any benefits you have earned prior to the merger will be vested according to the WIM Plan's vesting schedule. Those rules are summarized in the following excerpt from page 6 of the WIM Plan's Summary Plan Description effective June 2019:

You are 100% vested:

- If you accumulate at least one future service credit per year for three years (the years do not have to be consecutive) without a permanent Break in Service and you have at least one hour of service after May 31, 2017, or
- If you accumulate at least one future service credit per year for five years (the years do
 not have to be consecutive) without a permanent Break in Service and you have at least
 one hour of service after May 31, 1998, or
- If you earn 10,000 or more Employer Contributed Hours without a Break in Service.

You are 50% vested:

• If you complete at least 5,000 but less than 10,000 Employer Contributed Hours without a Break in Service.

Attainment of Normal Retirement Age – 100% Vesting

You will be 100% vested and will have a nonforfeitable right to 100% of the basic Retirement Benefit when you reach Normal Retirement Age. This is for Vesting purposes only. In this case, Normal Retirement Age generally means:

You have reached age 65, and

• You have reached your fifth anniversary of Retirement Plan participation or accumulated 5,000 employer-contributed hours without a Break in Service.

Your post-merger service under the Southwest Plan may be used to vest in any benefits that you earned under the WIM Plan prior to the Merger Date.

Breaks in Service

If you are vested, you will never forfeit the Service Credits you have already earned. However, if you are not vested, you will lose all previously earned Service Credits if you have a Break in Service.

Under the WIM Plan, a one-year Break in Covered Employment may be avoided by either being credited with 400 or more Hours of Service resulting in contributions under the Plan or having 400 or more hours in contiguous noncovered service. A Break in Service becomes permanent under the WIM Plan when a Participant fails to work any hours in Covered Employment for five or more consecutive Plan Years.

The Southwest Plan requires a minimum of 300 hours worked in Covered Employment to avoid a one-year break.

Under the Southwest Plan, a partial year of Vesting Service Credit is earned if you have 300 Hours of Service in a year whereas the WIM Plan requires a minimum of 400 Hours of Service to earn a partial year of Future Service Credit for vesting purposes. Another difference is that the Southwest Plan allows up to 300 Hours of Service to be carried over to the following year if the participant's Hours Worked in Covered Employment exceed the amount necessary to earn one Vesting Service Credit in the preceding year.

The WIM Plan's vesting schedule will continue to apply after the Merger Date for purposes of determining whether a Break in Service or a Permanent Break in Service has occurred with respect to your pre-merger WIM Benefits. Thus, it is possible that a WIM participant could have no hours worked in Covered Employment in the four years preceding the merger and then have some Hours of Service after the merger but fewer than the 300 needed to avoid a one-year break under the Southwest Plan. In this situation, the WIM Plan break rule will be applied to avoid a permanent break.

IV. Pension Credit

Both Plans look to your years of Pension Credits (referred to as "Service Credits" by the WIM Plan) to determine whether you meet the service requirements for certain types of pensions. Pension Credits result from your Hours Worked in Covered Employment.

How Pension Credits are Earned under the Southwest Plan

After the Merger Date, you will earn partial Pension Credit under the Southwest Plan for each 100 hours of Work in Covered Employment during a calendar year as noted in the table below. For comparison purposes, the table also shows the hours of Work in Covered Employment that were required under the WIM Plan. Note that the Southwest Plan grants a partial year of Pension Credit starting at 300 hours whereas the WIM Plan required a minimum of 400 hours worked to earn any partial credit. The other thing to note is that you accumulate a full year of

Pension Credit under the Southwest Plan with 1,200 hours worked whereas you needed only 1,000 hours to earn one Future Service Credit under the WIM Plan.

| WIM Plan | Hours of Worked in Covered | Southwest Plan |
|--|--|------------------|
| "Future Service Credits" after May 31, 2003* | Employment during calendar year on and after January 1, 1976 | "Pension Credit" |
| None | Fewer than 300 | None |
| None | 300 to 399 | 3/12 |
| One-Third | 400 to 499 | 4/12 |
| One-Third | 500 to 599 | 5/12 |
| One-Third | 600 to 699 | 6/12 |
| Two-Thirds | 700 to 799 | 7/12 |
| Two-Thirds | 800 to 899 | 8/12 |
| Two-Thirds | 900 to 999 | 9/12 |
| One Year | 1000 to 1099 | 10/12 |
| One Year | 1100 to 1199 | 11/12 |
| One Year | 1200 to 1299 | One Year |

^{*}The Schedule of Service Credits in effect May 31, 2003 and before is found in Section 4.06 of the WIM Plan as Adopted and Restated July 1, 2020.

For purposes of establishing your eligibility for the pension benefits you earn in the Southwest Plan after the Merger, the Southwest Plan will recognize years of service that you earned under the WIM Plan before the Merger. In other words, your pre-merger service under the WIM Plan may be counted under the Southwest Plan for purposes of satisfying the eligibility conditions for any benefits you earn under the Southwest Plan. However, the amount of your benefits earned on and after January 1, 2023 will be determined solely under the terms of the Southwest Plan.

Service Credit during the Short Plan Year (June 1, 2022 – December 31, 2022)

There are special rules that apply when crediting a participant for purposes of earning service credit for benefit accrual in a short plan year. Because the merger date of December 31 falls in the middle of the WIM Plan Year that began on June 1, 2022, a WIM Plan Participant will accrue a benefit during the partial plan year ending on the merger date on a pro rata basis to a full plan year.

For the 7-month period of June 1, 2022 through December 31, 2022, the normal schedule for earning Future Service Credit is pro-rated. For example, the minimum number of hours required

to earn a minimum amount of Future Service Credit in the 7-month period ending December 31, 2022 will be 233.33 instead of 400 (400 x 7/12). The amount of Future Service Credit earned with 233.33 hours of service will be .19425 instead of .333 (.333 x 7/12). If more than the minimum 233.33 hours are worked in the seven months ending December 31, 2022, a proportionately greater amount of Future Service Credit will be earned. The maximum Future Service Credit of 7/12 earned for June 1 through December 31, 2022 will be reached at 700 hours in that period.

Vesting Credit during the Transition Year (June 1, 2022 – May 31, 2023)

While service credit is pro-rated during the short plan year ending on December 31, 2022, there is no similar rule for crediting years of vesting service on a pro-rated basis because vesting is always determined on the basis of 12-consecutive-month computation periods. In the Southwest Plan, the 12-month computation period is the calendar year. In the WIM Plan, the 12-month computation period is the fiscal year ending May 31.

In general, a participant may not be deprived of a year of service for vesting purposes if he had sufficient hours in the Plan Year in which the Merger Date falls. Since the merger will occur in the middle of the WIM Plan Year that began on June 1, 2022, former WIM Plan Participants will be credited with a full year of Future Service Credit for vesting purposes under the WIM Plan if the Participant has 1,000 Hours of Service during the 12 months ending on May 31, 2023. For this purpose, the Hours of Service earned after the December 31, 2022 merger date under the Southwest Plan are combined with the Hours of Service under the WIM Plan before the merger date.

In addition, a WIM Plan Participant who becomes a Participant in the Southwest Plan after the December 31, 2022 merger date will be credited with a year of service for vesting purposes under the SW Carpenters plan if he has 1,000 Hours of Service in the calendar year beginning January 1, 2023.

V. Pension Benefit Amount Accrued after the Merger Date

The benefits you earn under the Southwest Plan after the Merger Date will likely be greater than the benefits you would have earned under the WIM Plan.

Benefit Formula under the WIM Plan

The benefit accrued under the WIM Plan is a combination of your Traditional Benefit earned through May 31, 2017, and your Sustainable Income Benefit (SIB) earned on or after June 1, 2017. Your monthly Traditional Benefit and the SIB accruals are determined by multiplying employer contributions made on your behalf during the period by the crediting factor for the period. Further information may be found in the WIM Plan's Summary Plan Description effective June 1, 2019.

Your SIB accruals from the WIM Plan will continue to change with the Plan's investment returns, even in Retirement. Once a SIB accrual is earned, it will adjust annually based on the actual investment returns that the WIM Plan makes for a given year. An increase will occur in years that the rate of investment return is greater than 4.0%. A reduction will occur in years that the rate of investment return is lower than 4.0%.

Following the merger, no further SIB Units will be accrued. SIB Units accrued before January 1, 2023 will continue to be adjusted according to the WIM Plan but without the 6% cap on the SIB Asset Return Unit Value Adjustment and without the SIB High Water Mark and Stabilization Reserve provisions. The first SIB Unit Value Adjustment after the merger will occur on June 1, 2023 and will be based on the rate of return for the WIM Plan for the fiscal year ending June 30, 2022. A second SIB Unit Value Adjustment will be effective December 1, 2023 based on the rate of return of the WIM Plan for the short plan year ending December 31, 2022 and a prorated hurdle rate to reflect the short plan year. All subsequent SIB Unit Value Adjustments will be based on the rate of return of the Southwest Plan for each full calendar year after the merger and will be effective on the following December 1.

Benefit Formula under the Southwest Plan

As of January 1, 2021, participants in the Southwest Plan earn a monthly benefit of \$200 per year for 1,800 hours worked if the hourly contribution rate is \$5.00 or greater. The monthly benefit earned in a year is prorated downward for average contribution rates less than \$5.00 and for hours worked less than 1,800. No benefits are earned in years in which the participant works less than 700 hours.

Example where 1800 hours are worked in a year:

WIM Plan – The predominant contribution rate for the WIM Plan before the Merger Date was \$8.20 per hour. Assuming that 1,800 hours were worked at the aggregate hourly contribution rate of \$8.20 per hour, the monthly benefit earned for that year would be determined as follows: $1,800 \times 6.10 \times 0.30\% = 32.94$, plus $1,800 \times 2.10 \times 1.0\% = 37.80$ for a total monthly benefit of \$70.74.

<u>Southwest Plan</u> - If the average rate of contributions is \$8.20 per hour for 2021 in which 1,800 hours are worked, the monthly benefit earned for that year would equal \$200.00 ($1.000 \times \200). The benefit factor of 1.000 corresponds to an average contribution rate of \$8.20 as reflected in the Benefit Factor Table shown below. The Benefit Factor is then multiplied by the Benefit Accrual Rate that corresponds to the number of Hours Worked in Covered Employment during the year as reflected in the Benefit Accrual Rate Table shown below.

Table of Monthly Benefits Accrued During Plan Years After 2020

Benefit Factor Table

| Average Contribution Rate | Benefit Factor |
|------------------------------|----------------|
| \$0.00-0.99 | 0.0000 |
| 1.00-1.24 | .2000 |
| 1.25-1.49 | .2500 |

| Average Contribution Rate | Benefit Factor |
|------------------------------|----------------|
| 1.50-1.74 | .3000 |
| 1.75-1.99 | .3500 |
| 2.00-2.24 | .4000 |
| 2.25-2.49 | .4500 |
| 2.50-2.74 | .5000 |
| 2.75-2.99 | .5500 |
| 3.00-3.24 | .6000 |
| 3.25-3.49 | .6500 |
| 3.50-3.74 | .7000 |
| 3.75-3.99 | .7500 |
| 4.00-4.24 | .8000 |
| 4.25-4.49 | .8500 |
| 4.50-4.74 | .9000 |
| 4.75-4.99 | .9500 |
| \$5.00 or more | 1.0000 |

Benefit Accrual Rate Table

| Hours Worked in Covered Employment During Calendar Year | Benefit Accrual Rate |
|--|----------------------|
| Under 700 | None |
| 700-799 | \$77.78 |

| Hours Worked in Covered Employment During Calendar Year | Benefit Accrual Rate |
|--|----------------------|
| 800-899 | 88.89 |
| 900-999 | 100.00 |
| 1,000-1,099 | 111.11 |
| 1,100-1,199 | 122.22 |
| 1,200-1,299 | 133.33 |
| 1,300-1,399 | 144.44 |
| 1,400-1,499 | 155.56 |
| 1,500-1,599 | 166.67 |
| 1,600-1,699 | 177.78 |
| 1,700-1,799 | 188.89 |
| 1,800-1,899 | 200.00 |
| 1,900-1,999 | 211.11 |
| 2,000-2,099 | 222.22 |
| 2,100-2,199 | 233.33 |
| 2,200 or more | 244.44 |

Example where 500 hours are worked in a year:

<u>WIM Plan</u> - If contributions are made at the rate of \$1.75 per hour for a year in which 500 hours are worked, the monthly benefit earned for that year would equal \$8.75 (500 x \$1.75 x .01). Assuming that 500 hours were worked at the aggregate hourly contribution rate of \$8.20 per hour, the monthly benefit earned for that year would be determined as follows: $500 \times 6.10 \times 0.30\% = 9.15$, plus $500 \times 2.10 \times 1.0\% = 10.50$ for a total monthly benefit of \$19.65.

<u>Southwest Plan</u> – No benefit is earned under the Southwest Plan for a year in which fewer than 700 hours are worked.

VI. When You Can Receive Unreduced Pension Benefits

WIM Benefits

<u>Regular Pension</u> - Vested participants are eligible for an unreduced "Regular Pension" from the WIM Plan when they have retired and reached their Normal Retirement Age which is the later of age 65 or the 5th anniversary of commencement of participation in the Plan.

Southwest Benefits

<u>Normal Pension</u> – An unreduced "Normal Pension" is payable at age 65 with 5 years of Vesting Service Credit.

<u>Service Pension</u> - A Service Pension is available from the Southwest Plan with 30 Pension Credits with no minimum age requirement.

VII. <u>Early Retirement Pension</u>

WIM Benefits

Under the WIM Plan, you may retire with Early Retirement Benefits after having met all of the following requirements:

- a. You are at least 55 years of age
- b. You have at least 10 Service Credits or 10,000 Employer Contributed Hours without a Break in Service
- c. At least 5,000 of your Employer Contributed Hours have been credited for work after June 1, 1965 for Eastern Washington and Northern Idaho employment or May 1, 1967 for Montana employment
- d. You have ended your employment in the construction industry everywhere

Early Retirement reduction factors under the WIM Plan are based on your age when you retire and apply to one's Traditional and Sustainable Income Plan benefits separately as shown in the table below.

| Retirement Age | Traditional Benefit Reduction Factors | Sustainable Income Benefit Reduction Factors |
|----------------|---------------------------------------|--|
| 55 | 37% | 52% |
| 56 | 40% | 55% |
| 57 | 44% | 58% |
| 58 | 49% | 62% |
| 59 | 54% | 66% |
| 60 | 60% | 70% |
| 61 | 66% | 76% |
| 62 | 73% | 82% |
| 63 | 81% | 88% |
| 64 | 90% | 94% |
| 65 | 100% | 100% |

Southwest Benefits

The Southwest Plan requires attainment of age 55 with 10 Pension Credits to retire on an Early Retirement Pension. Under the Southwest Plan, benefits earned after January 1, 2011 are subject to a reduction of 3% per year for retirement before age 65. Benefits earned before January 1, 2011 are subject to a reduction of 3% per year for retirement before age 62.

VIII. Eligibility for Disability Pension

If you become Totally Disabled after the Merger Date, you may qualify for a Long Term Disability benefit from the Southwest Carpenters Health and Welfare Plan. "Totally Disabled" is defined in the Health and Welfare Plan to mean having been awarded disability benefits from the Social Security Administration, or by an independent review organization that is accredited by the Utilization Review Accreditation Commission (URAC). Please see Chapter 10 of the Summary Plan Description (January 1, 2019) for the Southwest Carpenters Health and Welfare Trust for additional qualification requirements.

<u>WIM Plan Disability Pension for Disabilities Occurring prior to the Merger Date</u> – Disability Pensions awarded before the Merger Date will continue to be provided after the Merger Date. The WIM Plan discontinued Disability Pensions not already being paid as of September 1, 2009.

IX. Special Death Benefit

The terms of the Southwest Carpenters Pension Plan will determine eligibility for and the amount of the special death benefit payable upon the death of a Retired Employee after the Merger Date.

WIM Benefits

The WIM Plan did not provide special pre-retirement death benefits on behalf of participants who died after September 1, 2009 for whom there is no Qualified Surviving Spouse.

Southwest Benefits

The Southwest Plan pays a \$1,000 death benefit upon the death of a Retired Employee provided they had earned at least ten years of Southwest Plan Pension Credit at the time they retired.

X. Forms of Payment

Normal Form of Payment

The automatic form of payment to married Participants in both the WIM and Southwest Plans is a 50% Joint and Survivor Annuity. The automatic form of payment in the Southwest Plan for an unmarried participant is a Single Life Annuity (SLA) with a 36-month guarantee. The automatic form in the WIM Plan for an unmarried participant is a Single Life Annuity without a guarantee period. The SLA is also a benefit option under both plans for married participants who formally reject the Joint and Survivor Annuity.

Under both the WIM and Southwest Plans, the 50% Joint and Survivor Annuity form of payment includes a pop-up feature which increases the monthly benefit payable to the Participant to the amount of an SLA if the Participant's Spouse dies first.

The amount of a 50% Joint and Survivor Annuity is reduced because it offers a lifetime benefit to both the Participant and the surviving spouse instead of a lifetime benefit for the Participant's lifetime only under the SLA. The amount of the reduction is different under the two plans.

WIM Plan reduction factors for 50% Joint and Survivor Annuity.

Under the WIM Plan the 50% Joint and Survivor Annuity is reduced according to a table of factors based on mortality and interest assumptions. A separate table is used for Traditional Benefits versus the SIB.

Southwest Plan reduction factors for 50% Joint and Survivor Annuity.

Under the Southwest Plan the 50% Joint and Survivor Annuity is reduced to 88.0% of the SLA plus 0.4% for each full year the Spouse is older than the Participant or minus 0.4% for each full year the Spouse is younger than the Participant.

Optional Forms of Payment

The following Optional forms of payment under the WIM Plan will be preserved.

75% Qualified Optional Survivor Annuity – Married Participants may elect to receive their WIM Plan benefit in this form which provides a monthly benefit to the Participant for life and, following the Participant's death, a monthly benefit to the Spouse for her life equal to 75% of the monthly benefit that was payable to the Participant. The amount of benefit is reduced from the SLA form according to a table of factors based on mortality and interest assumptions. A separate table is used for Traditional Benefits versus the SIB.

100% Qualified Optional Survivor Annuity – Married Participants may elect to receive their WIM Plan benefit in this form which provides a monthly benefit to the Participant for life and, following the Participant's death, a monthly benefit to the Spouse for her life equal to 100% of the monthly benefit that was payable to the Participant. The amount of benefit is reduced according to a table of factors based on mortality and interest assumptions. A separate table is used for Traditional Benefits versus the SIB.

Lump Sum Cash-out. Under both the WIM Plan and Southwest Plan, a lump sum is the only form of payment when the actuarial present value of the benefit at the time of payment does not exceed \$5,000.

XI. <u>Pro-Rata Pensions</u>

Pro-Rata Pensions are provided to Participants who are ineligible for a pension because their years of employment have been divided between employment creditable under the WIM Plan and employment creditable under another pension plan or whose pension would otherwise be less than the full amount because of such division of employment. Payment of a Pro-Rata Pension will be made on the basis of combined vesting service and pension credit earned under the WIM Plan and any other pension plan that is signatory to Exhibit "A" of the International Reciprocal Agreement for Carpenters Pension Funds. The amount of the Pro-Rata Pension will be based only on the benefit accrued under the WIM Plan.

XII. Suspension of Benefits

WIM Benefits will continue to be subject to the suspension of benefits rules of the WIM Plan which provide that benefits are suspended for work in Prohibited Employment as follows:

- **Before Normal Retirement Age** Benefits will be suspended for any month that the Pensioner resumes employment directly or indirectly involving construction or construction related activities anywhere for wages or profit.
- After Normal Retirement Age Benefits will be suspended if the Pensioner works 40 or more hours in a month after performing 480 or more hours of work in any calendar year in the same "Industry" and in the same "Trade or Craft" within the states of Washington, Idaho or Montana. For this purpose, the term "Industry" means the type of business activity(ies) engaged in by employers who contribute to the Plan. The term "Trade or Craft" means the skills or trades achieved through training or practice which the Participant exercised while working under the Plan.

Southwest Benefits will be subject to the suspension of benefit rules of the Southwest Plan which provide that benefits are suspended for work in Prohibited Employment as follows:

- **Before Normal Retirement Age** Prohibited Employment means employment, selfemployment or other business activity in the "building and construction industry" wherever such employment or activity may be performed.
- After Normal Retirement Age Prohibited Employment means employment, selfemployment or other business activity for more than 40 hours in in a calendar month in the "same industry," the same "trade or craft," and the "same geographic area" covered by the Plan.

There is no suspension once you attain your Required Beginning Date which both the Southwest and WIM Plans define as the April 1 of the year after the calendar year in which you reach age 70-1/2.

XIII. Claims and Appeals Procedures

The Southwest Plan's Claims and Appeals Procedures will apply to all claims filed on and after the Merger Date. You may not file a lawsuit for benefits until you have exhausted all of the claim and appeal procedures and a final decision has been made on your appeal, or until an appropriate time has elapsed without a final decision being rendered on your claim or appeal. Any civil action to recover benefits under ERISA must be filed not later than the first anniversary of the date the written notice of benefit determination on review is issued by the Southwest Trust. Any lawsuit filed against the Southwest Trust must be filed in an appropriate court in Los Angeles County, California.

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Where to get more information

This announcement is only a brief description of the benefit changes that will occur after the merger. More information about the Southwest Plan can be found in the Summary Plan Description, available from the following webpage:

https://carpenterssw.org/media/1014/pension-summary-plan-description.pdf

Beginning January 1, 2023, the administrative office will change to the following office:

Carpenters Southwest Administrative Corporation

533 South Fremont Avenue Los Angeles, CA 90071-1706 (213) 386-8590 (800) 293-1370 www.carpenterssw.org

Call Center Hours of Operation

9:00 a.m. - 6:00 p.m. (Mountain) 8:00 a.m. to 5:00 p.m. (Pacific)

www.carpenterssw.org

To apply for benefits from the WIM Plan or to obtain copies of plan documents, please contact the administrative office at the above address. Information about your accrued pension benefits can be accessed from the Southwest Plan's website starting January 1, 2023.

WIM pension plan participants or beneficiaries can begin calling CSAC for assistance as early as December 14, 2022. To apply for benefits or to obtain copies of plan documents, please contact the administrative office at the above address.