PLUMBERS AND STEAMFITTERS
LOCAL NO 106 PENSION FUND

SUMMARY PLAN DESCRIPTION

July 1, 2003 Edition

HOW TO APPLY FOR PENSION BENEFITS

If you are thinking about retirement and you believe you may be entitled to Pension benefits under this Plan:

1. You should telephone the Fund Office at (337) 433-1447.
2. The Fund Office will tell you if you are eligible for benefits under this Pension Plan.
3. The Fund Office will furnish you with a Pension application form.
4. You must complete and sign the application form.
5. Mail or bring the completed and signed application form to the Fund Office:

Plumbers and Steamfitters Local No. 106 Pension Fund
822 North Lakeshore Drive
Lake Charles, LA 70601

ALL PARTICIPANTS ARE REMINDED THAT THEY MUST NOTIFY THE FUND OFFICE WHEN:

1. You change your address.
2. You are divorced or legally separated. (Provide court certified divorce/legal separation papers including any Qualified Domes-tic Relations Order [QDRO] papers) *
3. You marry. (Provide a certified copy of the marriage license)
4. The Participant dies. (Provide a certified copy of the death certificate)

* Any QDRO must be in a form acceptable to the Trustees. Employees and Beneficiaries may obtain, without charge, a copy of the Plan's procedures governing Qualified Domestic Relations Order (QDRO) determinations and sample language from the Fund Office.

NOTICE

This Plan will not be deemed to constitute a contract of employment or give any Employee of a Contributing Employer the right to remain in the service of the Employer or to interfere with the right of the Employer to discharge any Employee. These issues are covered by your Collective Bargaining Agreement.

You MUST satisfy all of the eligibility provisions in order to be eligible for the benefits of this Plan. Possession of this Booklet does not automatically entitle you to Plan benefits.

The Board of Trustees has full and exclusive authority in its sole discretion to determine all questions of coverage and eligibility, methods of providing or arranging for benefits and other related matters. The Trustees also have full power to construe the provisions of the Agreement and Declaration of Trust for this Plan and the Amended and Restated Rules and Regulations of this Plan. Any such determination and any such construction adopted by the Trustees in good faith shall be binding on all entities and beneficiaries of this Plan.

The Amended and Restated Rules and Regulations of this Plan are divided into sections and the pages within the sections are numbered for convenience of reference. These captions and numbers in no way limit or expand upon the provisions of this Plan. Each provision of this Plan is severable from the others and the invalidity of one or more provisions or portions in this Plan shall not have any affect upon the validity or enforceability of any of the other provisions or portions of this Plan.

This Booklet and all related documents are written to be as understandable as possible. This effort has simplified the language. It is not intended that this simplification will supersede the coverage and requirements of the Plan.

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A MESSAGE FROM THE BOARD OF TRUSTEES OF THE PLUMBERS AND STEAMFITTERS LOCAL NO. 106 PENSION PLAN

822 North Lakeshore Drive
Lake Charles 70601
Telephone: (337) 433-1447

To All Covered Participants:

We are pleased to provide you with this revised Booklet describing the Pension benefits available under the Plan, including all of the changes that have been made to the Plan since the last Booklet was printed. This Booklet is intended to serve as the Pension Plan's Summary Plan Description, which is required to be distributed to all Participants by the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

Please read these rules and their explanations very carefully in order to understand your rights to a retirement benefit.

We have tried to explain all of the Sections of the Plan as clearly as possible. It is, however, a complicated document. The Plan must operate under very precise and detailed rules since it provides very important protection for a great many people and must take into account a wide variety of conditions affecting Participants in the Plan and the plumbing, pipefitting and steamfitting industry. This Booklet is only a summary of the Plan. It does not contain all of the Plan details and may not reflect later Plan changes. Accordingly, this Booklet creates no rights. In the case of any discrepancy between this Booklet and the Plan, the official Plan document governs. Thus, in order to review a complete description of all of your rights, you should consult the actual Plan document.

It is important to remember when reading and interpreting the Plan, that if the facts and circumstances of a particular situation occurred prior to the July 1, 1997 restatement and any subsequent Plan amendments, the provisions of the Plan in effect at the relevant date must be applied. Those provisions may be different from the Plan presently in effect and contained in this Booklet.

It is likely that you will have questions after reading this Booklet. You may call or write the Fund Office for answers to any questions you may have about the Plan and how any rules affect your Beneficiaries and you.

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

Also, be sure to inform the Fund Office of any change in your mailing address to ensure that you receive all future communications.

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

Sincerely,
BOARD OF TRUSTEES

SOME TECHNICAL TERMS USED IN THIS BOOKLET

Terms that are capitalized but not defined in this Booklet are defined in the official Plan document.

1. **Fund Office.** The "Fund Office" is the office to which all communications about your Pension benefits should be addressed. You may have heard this office referred to as the "Pension Plan Office", "Plan Office", "Fund Office" and "Trust Fund Office". It is the office to which anything being sent to us, as the Board of Trustees, should be addressed. Any questions about your rights, benefits, responsibilities and any notice you may be required to give to the Pension Plan should be addressed to this office. The address is:

   Plumbers and Steamfitters Local No. 106 Pension Fund
   822 North Lakeshore Drive
   Lake Charles, LA 70601
   Telephone: (337) 433-1447
   FAX: (337) 433-1449

2. **Employee and Participant.** The terms "Employee" and "Participant", as used in this Booklet and in the Amended and Restated Pension Plan, have the same meaning. They refer to a person who has earned and is still entitled to Service Credits under the Pension Plan.

3. **Retired Participant.** The term "Retired Participant" means a Participant who has completely withdrawn from any plumbing or pipefitting work in the construction or maintenance industries within the geographical area of the Fund.

4. **Service Credits.** The term "Service Credits" means Past and Future Service Credits, which are used to calculate the amount of your Pension benefit. The amount of the monthly Pension benefit due to you is determined by the total amount of Past and Future Service Credits that have been credited to you multiplied by the accrual rates in effect at the time the credits were earned.

5. **Break-in-Service.** The term "Break-in-Service" means you did not work the required minimum Hours of Service over a specified period of time. A Permanent Break-in-Service can cause the loss of your previously-earned Vesting and Service Credits. There are provisions for repairing a Break-in-Service before it becomes permanent. Detailed explanations of what causes a Break-in-Service, what can make it permanent and how a Break-in-Service can be repaired are in the Section entitled "Break-in-Service" on Page 13.

   Although the Plan Year is July 1 through the following June 30, the time period used for determining Future Service Credits, Years of Service for vesting purposes and Break-in-Service years is called the "Computation Period." The term "Computation Period" means the 12-month period beginning June 1 and ending on the following May 31.

6. **Covered Employment.** The term "Covered Employment" means work under a written Collective Bargaining or Reciprocal Agreement that requires your Employer to contribute to this Pension Plan.

7. **Years of Service.** The term "Years of Service" means the years you have worked in Covered Employment in calculating whether you have earned a vested right to a Pension benefit.

8. **Normal Retirement Age.** On or after July 1, 1988, the term "Normal Retirement Age" means the later of the:

   a. date you reach age 65; or

   b. 5th anniversary of your participation in the Plan, provided you have not incurred a Permanent Break-in-Service; or

   c. 10th anniversary of your participation including your years as a Participant in the Plan ***before and after*** July 1, 1988, provided you have not incurred a Permanent Break-in-Service.

9. **Uniformed Service Employees Employment and Re-employment Rights Act of 1994 (USERRA).** On and after December 12, 1994, "USERRA" means the period of time during which you are absent from work in Covered Employment because of you are in active duty military service. Your active duty service in the United States Armed Forces, National Guard, Coast Guard or Public Health Service may prevent you from incurring a Break-in-Service as long as your active duty service does not last longer than 5 years and you return to work in Covered Employment (or you are on the Union's Out-of-Work list) as follows:

Length of Active Duty Service	**Re-Employment Deadline**
Less than 31 days	1 day after discharge
31 through 180 days	14 days after discharge
More than 180 days	90 days after discharge

However, if your were hospitalized or otherwise incapacitated by a service-related illness or injury, the time periods mentioned above may be extended up to 2 years.

Explanations of other technical terms and further details will be found in the following explanatory material.

PENSION PLAN BENEFITS

SERVICE CREDITS

Your Service Credits are the combined total of your Past and Future Service Credits you have earned because of your work in Covered Employment. Your Service Credits are used in determining the amount of your Pension benefit.

1. **How Past Service Credits are earned before August 1, 1963:** For work before August 1, 1963, if you:

   a. worked at least 300 hours during the 2-calendar year period immediately before August 1, 1963; and

   b. were available for work in Covered Employment on August 1, 1963; or

   c. were a Participant in the Pension Plan on July 1, 1972 and had accumulated at least 5 years of Future Service Credit between August 1, 1963 and June 30, 1973,

   you will receive one year of Past Service Credit for each of those years up to a maximum of 25 years. In the event you worked a partial year during the periods mentioned above, you will receive a partial year of Past Service Credit.

2. **How Future Service Credits are earned.**

   On and after August 1, 1963, but before July 1, 1976: For work on or after August 1, 1963 but before July 1, 1976, you will receive Future Service Credits based upon the following schedule:

Number of Hours Worked in Covered Employment During Each Computation Period	Future Service Credit
1,200 or more	1 year
900 to 1,199	¾ year
600 to 899	½ year
300 to 599	¼ year
Less than 300	no credit

On or after July 1, 1976 but before July 1, 1998. For work on or after July 1, 1976, you will receive Future Service Credits based upon the following schedule:

Number of Hours Worked in Covered Employment During Each Computation Period	**Future Service Credit**
1,200 or more	1.0 year
900 through 1,199	80 year
600 through 899	.60 year
300 through 599	.40 year
Less than 300	no credit

"Hours Worked" include not only hours actually worked on the job, but also hours for which you are paid (or entitled to be paid) under the Collective Bargaining Agreement. However, if you are paid time and one-half for your overtime hours, you do not earn Service Credit at that rate. Every hour for which you are paid under the terms of the Collective Bargaining Agreement is **one** hour that counts toward your total Future Service Credit.

Note: Between August 1, 1963 and June 30, 1998, you may not earn more than one Future Service Credit during any one Computation Period.

On or after July 1, 1998 but before July 1, 1999. For work on or after July 1, 1998, you will receive Future Service Credits based upon the following schedule:

Number of Hours Worked in Covered Employment During Each Computation Period	**Future Service Credit**
2,100 or more	1.75 years
1,800 through 2,099	1.50 years
1,500 through 1,799	1.25 years
1,200 through 1,499	1.0 year
900 through 1,199	.80 year
600 through 899	.60 year
300 through 599	.40 year
Less than 300	no credit

NOTE: On and after July 1, 1998, as shown above, you can earn up to 1.75 Future Service Credits during any Computation Period.

On or after July 1, 1999 but before July 1, 2000. For work on or after July 1, 1999, you will receive Future Service Credits based upon the following schedule:

Number of Hours Worked in Covered Employment During Each Computation Period	Future Service Credit
3,000 or more	2.50 years
2,700 through 2,999	2.25 years
2,400 through 2,699	2.00 years
2,100 through 2,399	1.75 years
1,800 through 2,099	1.50 years
1,500 through 1,799	1.25 years
1,200 through 1,499	1.0 year
900 through 1,199	.80 year
600 through 899	.60 year
300 through 599	.40 year
Less than 300	no credit

NOTE: On and after July 1, 1999, as shown above, you can earn up to 2.50 Future Service Credits during any Computation Period.

On or after July 1, 2000. For work on or after July 1, 2000, you will receive Future Service Credits based upon the following schedule:

Number of Hours Worked in Covered Employment During Each Computation Period	Future Service Credit
3,600 or more	3.00 years
3,300 through 3,599	2.75 years
3,000 through 3,299	2.50 years
2,700 through 2,999	2.25 years
2,400 through 2,699	2.00 years
2,100 through 2,399	1.75 years
1,800 through 2,099	1.50 years
1,500 through 1,799	1.25 years
1,200 through 1,499	1.00 year
900 through 1,199	.80 year
600 through 899	.60 year
300 through 599	.40 year
Less than 300	0.00 year

NOTE: On and after July 1, 2000, as shown above, you can earn up to 3.00 Future Service Credits during any Computation Period.

YEARS OF SERVICE

Years of Service are another measure of your work in Covered Employment. But "Years of Service" differ from "Service Credit" in that they are calculated by a different formula. Years of Service are not used to determine the <u>amount</u> of your Pension benefits, only your vested <u>right</u> to a Pension benefit. The amount of your Pension benefit is calculated on the basis of the total number of your Service Credits, as explained above.

Years of Service, for vesting purposes, are calculated as follows:

1. **Before August 1, 1963:** Before August 1, 1963, you earn Years of Service for vesting purposes in the same manner as explained for Past Service Credit on Page .

2. **Between August 1, 1963 and July 1, 1976:** Between August 1, 1963 and July 1, 1976, you earn Years of Service for vesting purposes in the same manner as explained for Future Service Credit on Page 9.

3. **On or after July 1, 1976:** Provided you have not incurred a Permanent Break-in-Service, you become fully vested after you have been credited with at least 10 Years of Service.

4. **On or after July 1, 1988:** Provided you have not incurred a Permanent Break-in-Service, you become fully vested after you have been credited with at least 5 Years of Service. You would also become fully vested on your 65th birthday, if you have not already incurred a Permanent Break-in-Service.

In counting Hours of Service, you count not only hours you performed work that is covered by Collective Bargaining or Reciprocal Agreements, but, subject to certain limitations, all hours for which you are paid or entitled to payment, including vacation, holidays, disability time covered by certain disability benefits, except that any hour for which more than the wage rate for one hour was received (such as time-and-one-half or double-time) will be counted only as a single hour.

REMEMBER. Provided you have not incurred a Permanent Break-in-Service as explained below, Normal Retirement Age is the later of the date you reach age 65, the 10th anniversary of your participation in the Pension Plan or, on and after July 1, 1988, the 5th anniversary of your participation in the Pension Plan.

Once you are fully vested, you cannot lose your accumulated Service Credits or Years of Service through a Break-in-Service. You will be entitled to receive a Pension benefit starting at the permitted retirement age even if you leave Covered Employment or earn no additional Future Service Credit.

HOURS OF SERVICE

On or after July 1, 1985, up to 501 Hours of Service in a Plan Year will be credited to you if you are not working in Covered Employment because of a maternity or paternity leave. If, at the time of the maternity or paternity leave, you had already worked 501 Hours of Service, those Hours of Service will be credited to the next Computation Period.

Maternity and paternity leave means that you were absent from work because of:

- Your pregnancy;
- The birth of your child;
- A child being placed with you in connection with the adoption of the child; or
- You care for the child during the period immediately following the child's birth or placement for adoption.

This time includes the time involved for a trial period prior to the adoption. You do not, however, earn Service Credit during that time.

Our Plan defines "Hours of Service" as:

- Each hour of work for which you are paid, or are entitled to be paid (except time under a Workers' Compensation or Unemployment Compensation law);
- Each hour for which back pay is either awarded or agreed to by your Employer;
- Each hour for which a contribution is paid to the Plan on your behalf as a result of a Reciprocity Agreement;
- On and after December 12, 1994, you will continue to earn Hours of Service during a period of active duty service in the United States Armed Forces, National Guard, Coast Guard or Public Health Service as explained under the heading "Grace Period" on Page 14.

BREAK-IN-SERVICE

If you do not earn the required amount of Service Credit over a specified period of time, you will incur a Break-in-Service. If the Break-in-Service continues beyond specified limits, it can become a **Permanent** Break-in-Service and **- unless you have already met the requirements for a Vested Pension -** can result in the loss of your previously-earned Service Credit.

The loss of Service Credit due to a Permanent Break-in-Service can be a costly and painful loss to anyone. It is important, therefore, to understand the Break-in-Service rules, particularly how a Break-in-Service can become permanent and how to prevent it from happening.

1. **Permanent Break-in-Service on and after August 1, 1963 but before July 1, 1976.** You will have a Permanent Break-in-Service if you are not credited with at least 300 Hours of Service during a Computation Period for 3 consecutive Plan Years.

2. **One-year Break-in-Service on and after July 1, 1976 but before July 1, 1985.** You will have a one-year Break-in-Service if you are not credited with at least 300 Hours of Service in any Computation Period.

3. **Permanent Break-in-Service on and after July 1, 1976 but before July 1, 1985.** You will have a Permanent Break-in-Service if you are not credited with at least 300 Hours of Service for the number of years equal to what you had previously earned.

4. **One-year Break-in-Service on or after July 1, 1985.** You will have a one-year Break-in-Service if you are not credited with at least 300 Hours of Service in any Computation Period.

5. **Permanent Break-in-Service on and after July 1, 1985.** Beginning on July 1, 1985, you will have a Permanent Break-in-Service if you have **5** or more consecutive one-year Breaks-in-Service and the number of one-year Breaks-in-Service is equal to or greater than the number of Years of Service you have earned.

   Hours of Service that are counted towards meeting the requirements includes, in addition to work in Covered Employment, vacation, holiday and periods of disability and leave of absence for which you were paid, entitled to payment or received benefits under the Collective Bargaining Agreement. Your work for a contributing Employer in non-Covered Employment will be counted as work in Covered Employment for the purpose of determining whether or not you have incurred a Break-in-Service.

6. **Grace Period on and after December 12, 1994.** On and after December 12, 1994 you may avoid incurring a Break-in-Service and continue to accrue up to a maximum of 5 Years of Vesting Credits and Future Service Credits while you are engaged in active duty service in the United States Armed Forces, National Guard, Coast Guard or Public Health Service during a war or international police action or voluntary enlistment or re-enlistment.

   When you receive other than a dishonorable discharge from active duty service and return to work in Covered Employment or place yourself of the Union's Out-of-Work List, the Years of Service (both Vesting and Accrual) that you accrued will be credited to you on a retroactive basis.

   In order to avoid incurring a Break-in-Service following your discharge from active duty service, you must return to work in Covered Employment or have demonstrated that you are available to return to work in Covered Employment by putting your name on the Union's out-of-work list based on the following time schedule:

Length of Active Duty Service	Re-employment Deadline
Less than 31 days	1 day after discharge
31 through 180 days	14 days after discharge
More than 180 days	90 days after discharge

However, the above time periods notwithstanding, in the event the Participant was hospitalized or otherwise incapacitated by a service related illness or injury, the above time periods may be extended up to 2 years.

To sum up the provisions on Break-in-Service:

- You incur a one-year Break-in-Service if you do not have at least 300 Hours of Service within during a Computation Period.
- A one-year Break-in-Service can be repaired, provided you do not accumulate enough consecutive one-year Breaks-in-Service so as to establish a Permanent Break-in-Service.
- A Break-in-Service becomes permanent when the number of consecutive one-year Breaks-in-Service you have incurred equals or exceeds the number of Years of Service you earned up to that time and, on or after July 1, 1985, you have incurred at least 5 consecutive Breaks-in-Service.

NOTE: If you work less than 300 Hours of Service during a Computation Period, you must notify the Fund Office of periods when you are disabled or have other non-work periods which should be counted to avoid a Break-in-Service.

REMEMBER: Before July 1, 1988, if your employment is governed by a Collective Bargaining Agreement, you are fully vested once you have accumulated at least 10 Years of Service, provided you have not incurred a Permanent Break-in-Service. On or after July 1, 1988, you are fully vested once you have accumulated at least 5 Years of Service, provided you have not incurred a Permanent Break-in-Service.

TYPES OF MONTHLY PENSION BENEFITS

Several types of Pension benefits are available under this Pension Plan. Requirements for different types of Pension benefits vary and so do the amounts of the monthly payments. The Fund Office can tell you about your eligibility and explain the various factors which you should consider when you are ready to think about retirement.

This Section describes the types of Service Credits, Years of Service and Pension benefits, age and other requirements for each type of monthly Pension benefit. The amount of the monthly Pension benefit payments for each type will vary according to a number of factors, including when your Service Credits were earned, when you apply for a Pension benefit, etc.

REGULAR RETIREMENT PENSION BENEFIT

1. **Eligibility.** You are eligible for a Regular Pension benefit when you have attained Normal Retirement Age. "Normal Retirement Age" means the later of your:

   - 65th birthday and you are considered Retired as defined in the section titled "Some Technical Terms Used in This Booklet"; or
   - 10th anniversary of participation in the Pension Plan; or
   - 5th anniversary of participation in the Pension Plan, after July 1, 1988,

   provided you have not incurred a Permanent Break-in-Service.

2. **Pension amount.** The amount of a monthly Regular Pension benefit will be based on the number of your Service Credits multiplied by the applicable accrual rate/s. The accrual rates are as follows:

For Annuity Starting Dates Commencing on and after:	Past Service Credit (Service Prior to August 1, 1963)	Future Service Credit (Service on and after August 1, 1963 but Prior to July 1, 1990)	Future Service Credit (Service on and after July 1, 1990)
July 1, 1986	$21.00	$23.00	---
May 1, 1987	21.00	27.00	---
July 1, 1988	21.00	37.00	---
July 1, 1990	21.00	37.00	$47.00
July 1, 1993	21.35	37.62	47.78

and

For Annuity Starting Dates Commencing on and after	Future Service Credit (Service on or after July 1, 1998) 1,200 - 1,499 Pension Credit Hours	Future Service Credit (Service on or after July 1, 1998) 1,500 - 1,799 Pension Credit Hours	Future Service Credit (Service on or after July 1, 1998) 1,800 - 2,099 Pension Credit Hours	Future Service Credit (Service on or after July 1, 1998) 2,100 or More Pension Credit Hours
July 1, 1998	$30.00	$37.50	$45.00	$52.50

and

For Annuity Starting Dates Commencing on and after	Future Service Credit (Service on or after July 1, 1999) 1,200 – 1,499 Pension Credit Hours	Future Service Credit (Service on or after July 1, 1999) 1,500 – 1,799 Pension Credit Hours	Future Service Credit (Service on or after July 1, 1999) 1,800 – 2,099 Pension Credit Hours	Future Service Credit (Service on or after July 1, 1999) 2,100 – 2,399 Pension Credit Hours	Future Service Credit (Service on or after July 1, 1999) 2,400 – 2,699 Pension Credit Hours	Future Service Credit (Service on or after July 1, 1999) 2,700 – 2,999 Pension Credit Hour	Future Service Credit (Service on or after July 1, 1999) 2,700 – 2,999 Pension Credit Hour
July 1, 1999	$31.00	$38.75	$46.50	$54.25	$62.00	$69.75	$77.50

and

APPENDIX A-4 - PENSION BENEFIT LEVELS AS OF JULY 1, 2000					
For Annuity Starting Dates Commencing on and after	**Future Service Credit (Service on or after July 1, 2000) 1,200 – 1,499 Pension Credit Hours**	**Future Service Credit (Service on or after July 1, 2000) 1,500 – 1,799 Pension Credit Hours**	**Future Service Credit (Service on or after July 1, 2000) 1,800 – 2,099 Pension Credit Hours**	**Future Service Credit (Service on or after July 1, 2000) 2,100 - 2,399 Pension Credit Hours**	**Future Service Credit (Service on or after July 1, 2000) 2,400 - 2,699 Pension Credit Hours**
July 1, 2000	$31.00	$38.75	$46.50	$54.25	$62.00

APPENDIX A-4 - PENSION BENEFIT LEVELS AS OF JULY 1, 2000 CONT'D.				
For Annuity Starting Dates Commencing on and after	**Future Service Credit (Service on or after July 1, 2000) 2,700 - 2,999 Pension Credit Hours**	**Future Service Credit (Service on or after July 1, 2000) 3,000 - 3,299 Pension Credit Hours**	**Future Service Credit (Service on or after July 1, 2,000) 3,300 - 3,599 Pension Credit Hours**	**Future Service Credit (Service on or after July 1, 2,000) 3,600 or More Pension Credit Hours**
July 1, 2000	$69.75	$77.50	$85.25	$93.00

UNREDUCED EARLY RETIREMENT PENSION BENEFITS

(RULE OF 80 RETIREMENT BENEFIT)

1. **Eligibility.** If you meet ***all*** the following requirements, you may be eligible for an unreduced early retirement Pension benefit:

   - You Retire on or after June 1, 2003 and are considered Retired as defined in the section titled "Some Technical Terms Used in This Booklet";
   - You are at least age 55;
   - Your age plus your Years of Service equal 80; and
   - You have not incurred 3 consecutive One-Year Breaks-in-Service.

   Note: If you meet the first and second requirements but have incurred 3 consecutive One-Year Breaks-in-Service, you may repair those Break years by returning to work in Covered Employment and working at least 300 hours during the 3 Plan Years before your retirement.

2. **Pension amount.** The amount of a monthly Rule of 80 Pension benefit will be calculated in the same manner as the Regular Pension benefit.

EARLY RETIREMENT PENSION BENEFITS

If you wish to retire before your Normal Retirement Date, you may retire with an Early Retirement Pension if you are at least age 55. However, you should be aware that your monthly Pension benefit will be lower than the amount you would have received had you waited until you were age 65 to retire unless you meet all of the requirements as noted above for an Unreduced Early Retirement Pension benefit (Rule of 80 benefit).

1. **Early Retirement Pension benefit eligibility.** You are eligible for an Early Retirement Pension benefit if you meet the following requirements:

   - You are considered Retired as defined in the section titled "Some Technical Terms Used in This Booklet".
   - You have at least 5 Years of Service without having incurred a Permanent Break-in-Service; and
   - You are at least years 55 of age.

2. **Early Retirement Pension Benefit amount for an Active Participant who is between the ages of 62 and 64.** If you are an Active Participant and wish to Retire with an Early Retirement Pension, you will receive less than 100% of the Regular Retirement Pension benefit

payment because you are retiring at an earlier age and, therefore, the chances are you will be paid a Pension benefit for a longer period of time. Because you are between ages 62 and 64, the amount of the reduction is equal to .25% for each month by which your Early Retirement Date occurs before your Normal Retirement Date.

For example, any time after you reach age 62 but before you reach age 65 and have at least 5 Years of Service, you may retire early. Your Pension benefit payments may begin on the first day of any month following the date you stop working in Covered Employment provided you have properly applied for the Pension benefit, but no later than your Required Beginning Date, as explained on Page 26.

Your Early Retirement Pension benefit is calculated under the Pension Plan as follows:

Step 1: The monthly Regular Pension benefit income you have earned to the date of your Early Retirement is calculated based on your Years of Service multiplied by your Service Credits.

Step 2: This amount is reduced by .25% for each month by which your Pension benefit payments occur before your Normal Retirement Date. The amount of this reduction is shown in the following table:

Age at Early Retirement	**Percent of Normal Retirement Benefit**
62	91%
63	94%
64	97%

NOTE: Your Early Retirement Pension benefits will only be reduced by .25% per month multiplied by the actual number of months you retire early. For example, if you retire 18 months early, your Early Retirement Pension benefit would be reduced by .25% X 18 = 4.5% and your Pension benefit would be reduced to 95.5% of the Regular Pension benefit you would have received at age 65 had you waited until then to retire.

3. **Early Retirement Pension Benefit amount for an Active Participant who is at least age 55 but less than 62 and an Inactive Vested Participant who is less that age 65.** If you are an Active Participant between the ages of 55 and 62 or Inactive Vested Participant who has not yet reached age 65 and wish to Retire with an Early Retirement Pension, you will receive less than 100% of the Regular Retirement Pension benefit payment because you are retiring at an earlier age and, therefore, the chances are you will be paid a Pension benefit for a longer period of time. The amount of the reduction is equal to .3333% for each month by which your Early Retirement Date occurs before your Normal Retirement Date.

DISABILITY PENSION BENEFITS

1. **Disability Pension eligibility.** You are eligible for a Disability Pension benefit if you meet **ALL** of the following requirements:

   - You ***must*** be an Active Participant when your disability begins, having worked at least 300 hours in Covered Employment in the current or previous Computation Period (begins on June 1st of each year and ends on the following May 31st); and
   - You are totally disabled as defined by the Plan; and
   - You have 5 or more Years of Service; and
   - Your disability is not as a result of chronic alcoholism or addiction to narcotics, your commission or attempted commission of a felony, or due to a self-inflicted injury; and
   - You have submitted proof acceptable to the Trustees that you are totally disabled. Acceptable proof is a certificate from the Social Security Administration stating the nature and expected duration of your disability.

     However, if you have been initially denied disability benefits from the Social Security Administration and have accumulated 10 or more Years of Service, you may appeal to the Trustees for a determination of your entitlement to a Disability benefit from the Fund.

     The appeal must be accompanied by your application to the Social Security Administration, the denial letter from the Social Security Administration and a Physician's certification stating that you are totally disabled, unable to perform any gainful employment and that your disability is expected to continue for the rest of your life.

     If your appeal is successful, you will receive a temporary Disability benefit equal to the normal Disability benefit amount for up to a maximum of 24 months. In the event the Social Security Administration or an administrative law judge upholds the initial denial of your Social Security Administration disability benefit, your temporary Disability benefit payment will cease. You will not be required to repay any of the temporary disability payments that you received.

2. **Disability Pension benefit amount.** The monthly payment for a Disability Pension will be equal to the monthly retirement income you would have been entitled to receive had you retired with a Regular Pension.

   If it is determined that you are totally and permanently disabled as defined by the Pension Plan, your monthly Disability Pension benefit payments will begin on the first day of the month following the later of:

   - The date a completed and signed application has been received by the Fund Office; or
   - The date established by Social Security as the disability date noted on the Social Security Disability Award; or

- The date established by the Trustees as your disability date.

Your monthly Disability Pension benefit payments will be based on your Regular Pension benefit as of the date of your disability (similar to an Early Retirement Pension but without any reduction if your Disability Pension benefit begins before your Normal Retirement Date).

Not more than once every 6 months, the Trustees may request that you submit evidence that you are still disabled. If you do not submit the requested evidence or any other information reasonably requested by the Trustees (including an examination by a licensed physician chosen by the Trustees), your Disability Pension benefit payments may be suspended until you furnish the evidence or submit to the physical examination.

If, after you recover from your disability, you do not return to Covered Employment within a reasonable period of time, you will be considered to have terminated Covered Employment as of your initial disability termination.

If you return to Covered Employment for an Employer, you will again become a Participant in the Pension Plan and the Service Credits and Vesting Service you earned prior to your disability will be counted in future benefit calculations at the same rate as in effect on the date of your original Disability Retirement and you will resume the accrual of Future Service Credit.

INACTIVE VESTED PENSION BENEFITS

You will be eligible to receive a Inactive Vested Pension benefit, provided you meet one of the following requirements:

1. **Inactive Vested Pension eligibility.** You must have at least:
   - 5 Years of Service on or after July 1, 1988; or
   - 10 Years of Service before July 1, 1988.
2. **Inactive Vested Pension benefits are payable at retirement.** You must be at least age 55.
3. **Inactive Vested Pension benefit amount.** On and after May 16, 1995, if you have not worked in Covered Employment for 3 or more consecutive years, your monthly Pension benefit will be calculated by multiplying your Years of Service by the accrual rate/s which are shown in the applicable table beginning on Page 16.

FORMS OF BENEFIT PAYMENTS

1. Automatic Forms.

- If you are unmarried at the time you retire, your monthly Pension will be paid in the form of a life-only benefit. If you are married, you and your Spouse may also elect a life-only benefit at the time of your retirement, provided each of you agrees to this form of benefit. In addition, both of your signatures on the election form must be notarized.

- If you have been legally married for at least one year at the time you retire on a Regular Pension, Unreduced Early Retirement Pension, Early Retirement Pension, Disability Pension or Vested Pension, your Pension benefits will automatically be paid in the form of a Qualified Joint and Survivor Annuity monthly Pension unless you and your Spouse had previously elected an optional form of payment. If your death occurs after you are retired, your surviving Spouse will automatically receive 50% of the Pension benefit amount you were receiving at the time of your death, unless you had properly elected another form of payment.

- On or after January 1, 1996, if you die before retiring, after the Qualified Joint and Survivor reduction, your surviving Spouse may elect to receive 100% of the Pension benefit you would have received had you retired the day before your death, or alternately, a lump-sum payment. This benefit is called a Qualified Pre-Retirement Annuity benefit.

2. Optional Forms.

- If you are unmarried, the Lifetime with 10-Year Certain Pension benefit option provides that a monthly lifetime benefit will be paid only to you. However, if you die before you have received a monthly Pension benefit for 10 years, a monthly benefit will be paid to your named Beneficiary for the remainder of the 10-year period. With this option, if you and your Beneficiary both die before the end of the 10-year period, the remaining benefit will be paid to the estate of the second-to-die.

- 100% Qualified Joint and Survivor Option. This option provides that after your death, a monthly benefit equal to 100% of the Pension benefit payment you were receiving before your death will be paid to your surviving Spouse for the remainder of his or her lifetime.

- On or after March 1, 1996, the 100% Pop-Up Qualified Joint and Survivor monthly Pension benefit option provides that after your Spouse's death, your monthly Pension benefit will be increased to 100% of the amount it would otherwise have been and will be paid to you for the remainder of your lifetime.

- The Lifetime with 10-Year Certain Pension benefit option provides that a monthly lifetime benefit will be paid only to you. However, if you die before you have received a monthly Pension benefit for 10 years, a monthly benefit will be paid to your surviving Spouse or other named Beneficiary for the remainder of the 10-year period. With this option, if you and your Beneficiary both die before the end of the 10-year period, the remaining benefit will be paid to the estate of the second-to-die.

Note: On and after December 1, 2001, the amount by which your Qualified Joint and Survivor Pension benefit will be reduced because of the number of years your Spouse is younger than you will be limited to a maximum of 5 years, regardless of the actual number of years by which your Spouse is younger.

Example: If you are age 65 and your Spouse is age 55 at the time you retire, only the first 5 years of the age difference will be used to calculate the Qualified Joint and Survivor Pension benefit reduction.

NOTE: **The Fund Office will be happy to provide you with an estimate of the amount of your Pension benefit for all of the available options.**

OTHER PROVISIONS AFFECTING BENEFICIARIES

SPOUSE'S BENEFITS

On or after January 1, 1996, in the event you die before your retirement, your surviving Spouse will automatically receive 100% of the benefit you would have received had you retired the day before your death, after reduction for the Qualified Joint and Survivor Annuity. Surviving Spouse benefits are conditional upon the following:

1. **Death prior to retirement.** In the event you die before you retire, your legal surviving Spouse will be entitled to a monthly Pension benefit only under the following circumstances:

   - You die after being credited with at least 10 Years of Service (5 Years of Service on or after July 1, 1988).

   - Your legal surviving Spouse would receive a monthly Pension benefit payment of the actuarial equivalent of 100% of the amount you would have received had you retired at age 65 unless you had properly elected one of the optional forms.

   - If your pre-retirement death occurs before you reached age 55, your legal surviving Spouse would receive the actuarial equivalent of a monthly Early Retirement Pension benefit payment of 100% of the amount you would have received had you retired at age 55 unless you had properly elected one of the optional forms.

   - If your pre-retirement death occurs after you reached age 55 but before you reached age 65, your legal surviving Spouse would receive the actuarial equivalent of a monthly Early Retirement Pension benefit payment of 100% of the amount you would have received had you retired the day before your death.

   Benefits to your surviving Spouse will begin with the month follow-ing the month of your death, provided your Spouse completes the required application form.

2. **Death after retirement.** Unless you elected a 10-Year Certain and Life benefit, if you die after you retired, leaving a surviving Spouse, that Spouse will automatically receive a monthly Pension

benefit payment for life equal to 50% of the amount you were receiving at the time of your death (or 100% as explained above, if you and your spouse properly elected this benefit before you retired).

3. **Rules for the payment of a Spouse's Pension.**

   - The Spouse's Pension provides protection only for a Spouse who was legally married to you when your Pension benefit payments began.

   - With respect to the Spouse's Pension, the Spouse must have been legally married to you at the time of your death for at least 12 months before your death.

   - Payments to your surviving Spouse will continue for the rest of his or her life and will not stop even if he or she remarries.

DEATH BENEFITS

1. **Unmarried Active Participant's Pre-Retirement Death benefit.** Pre-retirement Death benefits may be payable to your designated Beneficiary. If you are an active unmarried Participant who has not incurred a Permanent Break-in-Service and die before retiring, your designated Beneficiary or estate may receive a lump-sum payment equal to $100 for each quarter of Future Service Credit that you accrued prior to your death.

   If a valid Beneficiary form is not on file at the Fund Office prior to your death, the benefit payable under this provision will be paid to your surviving children, or if none, to your estate.

2. **Retired Participant's Post-Retirement Death Benefit.** In the event you are receiving a life-only benefit from the Fund, your surviving Spouse, designated Beneficiary or estate may receive a lump-sum payment equal to $100 for each quarter of Future Service Credit that you accrued prior to your death, reduced by the total of all benefits previously paid to you by the Fund.

   If a valid Beneficiary form is not on file at the Fund Office prior to your death, the benefit payable under this provision will be paid to your surviving Spouse, or if none, your surviving children, or if none, to your estate.

REQUIRED BEGINNING DATE

WHEN YOUR PENSION BENEFIT PAYMENTS MUST BEGIN

The Plan will begin paying you your monthly Pension benefit payments on or before your Required Beginning Date. Your "Required Beginning Date" is the April 1 of the calendar year following the calendar year you reach age 70½, or retire.

SUSPENSION OF PENSION BENEFIT PAYMENTS FOR CERTAIN EMPLOYMENT AFTER RETIREMENT

1. **Before You Reach Age 65.** Your monthly benefit will be suspended for any month that you worked, were paid or were entitled to payment for at least one hour in Disqualifying Employment before you attained Normal Retirement Age. "Disqualifying Employment", for the period before Normal Retirement Age, is employment or self employment:

   a. in the Same Industry Covered by the Plan when your Pension payments began, including the construction or maintenance industries;

   b. in the Same Trade or Craft, as a plumber or pipefitter (including supervisory work) covered by the Plan when your Pension payments began; and

   c. in the Same Geographic Area of the Fund as when such benefits commenced.

   However, effective January 1, 1995 the definition of Disqualifying Employment is employment or self-employment in any capacity with or by any Employer, contractor or other business entity engaged in the plumbing or pipefitting, heating and air conditioning industries in the Same Geographic Area covered by the Fund.

   Your monthly Pension benefit payments will be suspended as of the first day of the month on or after the date the Fund Office becomes aware of your re-employment in Disqualifying Employment.

   When you stop working in Disqualifying Employment, you **must** notify the Fund Office. You will receive **NO** monthly Pension benefit payments until you notify the Fund Office. Your monthly Pension benefit payments will begin again no later than the third month after the last calendar month your benefit was suspended.

   If you receive monthly Pension benefit payments during the time you are employed in Disqualifying Employment, the overpayment will be deducted from the Pension benefit payments paid to you after your re-retirement. Up to 100% of the re-retirement Pension benefit payment will be withheld. If you should die before the total deduction equals the amount of any overpayment, the deduction will continue to be made from the monthly Pension benefit payments which would otherwise be due to your surviving Spouse or Beneficiary until the amount is repaid.

2. **After You Reach Age 65.** When you have attained Normal Retirement Age, your monthly benefit will be suspended for any month that you worked or were paid for at least 40 hours or were

entitled to be paid for at least 40 hours in Totally Disqualifying Employment. "Totally Disqualifying Employment" means employment (or self-employment) for at least 40 hours per month, that is:

a. in the Same Industry Covered by the Plan when your Pension payments began, including the construction or maintenance industries;

b. in the Same Trade or Craft as a plumber or pipefitter (including supervisory work) covered by the Plan when your Pension payments began; and

c. in the Same Geographic Area of the Fund as when your benefits started.

Your monthly Pension benefit payments will be suspended as of the first day of the month on or after the date the Fund Office becomes aware of your re-employment in Disqualifying Employment.

When you stop working in Disqualifying Employment, you **must** notify the Fund Office. You will receive **NO** monthly Pension benefit payments until you notify the Fund Office. Your monthly Pension benefit payments will begin again no later than the third month after the last calendar month your benefit was suspended.

If you receive monthly Pension benefit payments during the time you are employed in Disqualifying Employment, the overpayment will be deducted from the Pension benefit payments paid to you after your re-retirement. Up to 100% of the first resumed Pension benefit payment and up to 25% of subsequent payments will be withheld. If you should die before the total deduction equals the amount of any overpayment, the deduction will continue to be made from the monthly Pension benefit payments which would otherwise be due to your surviving Spouse or Beneficiary until the amount is repaid.

3. **Definitions.** To help you understand the Suspension Rules, please read the Plan's definitions of the following terms:

a. **Industry Covered by the Plan.** The term "Industry Covered by the Plan" means the plumbing, heating, pipefitting, and air conditioning industries and any other industry in which Employees covered by the Plan were employed when your Pension began or, but for suspension, would have begun.

b. **Plumbing or Pipefitting Work.** The term "Plumbing or Pipe-fitting Work" means any work that utilizes skills learned or required while apprenticed under any plumbers or pipefitters apprenticeship program or while employed in Plumbing or Pipefitting Work.

c. **Geographic Area Covered by the Plan.** The term "Geographic Area Covered by the Plan" means the jurisdiction granted to the Plumbers and Steamfitters Local Union No. 106 by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO.

If you re-enter Covered Employment to an extent sufficient to cause a suspension of benefits and your Pension payments are subsequently resumed, the "Industry and Area Covered by the Plan" when your Pension began will be the Industry and Area Covered by the Plan when your Pension was resumed.

Paid non-work time will be counted toward the measure of 40 hours if paid for vacation, holiday, illness or other incapacity, lay-off, jury duty, or other leave of absence.

4. **Employment after you reach age 70½.** Your monthly Pension benefit payments will not be suspended if you resume employment on or after your Required Beginning Date, as defined and explained on Page 26.

MONTHLY PENSION BENEFIT PAYMENTS FOLLOWING A SUSPENSION DUE TO A RETURN TO WORK IN COVERED EMPLOYMENT

1. **Monthly Pension benefit payment following a suspension.** When you stop working in Disqualifying Employment and again retire, your monthly Pension benefit payments will begin again. You will be entitled to receive the same monthly Pension benefit payment amount that you were receiving when you first retired. However, the monthly Pension benefit payment amount will be adjusted for any additional Service Credits you have earned as explained below.

2. **Additional benefits accrued before or after Normal Retirement Age.** If you return to work in Covered Employment and then re-retire, you will be entitled to an additional benefit that will be based on any additional Service Credit you have earned. Any additional Service Credit earned will be calculated at the end of each Plan Year and will be payable as of July 1 following the end of the Plan Year you earned the additional Service Credit. If you are not receiving your monthly Pension benefit payments at that time because you have not yet re-retired, the additional Service Credit will continue to accrue until you do re-retire. **You will also be eligible for any benefit increases that become effective during the time you are again working in Covered Employment.**

HOW TO APPLY FOR BENEFITS

The first step in applying for your Pension benefits is to request an application form from the Fund Office.

At the same time, you can obtain information from the Fund Office about your Vesting Service, Benefit Service, Employee Account balance and any other information to help you to make your decisions and complete the application.

You will be considered as having applied for your Pension benefits only when your completed and signed application has been received by the Fund Office. **Pension benefits payments cannot begin before the completed and signed application is received.**

You **must** provide two certifications of your date of birth (such as a certified copy of your birth certificate and one other proof of your date of birth). If you are applying for a Qualified Joint and Survivor Benefit, proof of your marriage and of your Spouse's date of birth **must** also be submitted along with her Social Security Number.

1. **If you are under age 65 and are applying for a Disability Pension benefit.** You **must** provide proof of the disability in addition to providing the items mentioned above. Proof of your

disability is the notice of entitlement of Social Security disability benefits which you received from the U. S. Social Security Administration.

If you have been denied a Social Security Disability benefit award but are appealing that decision, you may be eligible for a 24-month "temporary Disability benefit" as explained on Page 21.

2. **Beneficiary's application for benefits.** If you die before you retire, your legal surviving Spouse or other designated Beneficiary **must** file an application with the Fund Office for any Death Benefit which may be due.

   To avoid delaying the start of Pension benefit payments, your surviving Spouse or other designated Beneficiary or that person's representative should contact the Fund Office as soon as possible after your death.

   The Fund Office will provide information on your eligibility and possible benefits due to your surviving Spouse or other designated Beneficiary to properly authorized representatives. The Fund Office **must** verify your Benefit Credits, vested status and Employee Account information.

3. **Pension benefit effective dates.** **Usually** Pension benefits are effective on the first day of the month after the completed and signed Pension benefit application has been received by the Fund Office. However, in some cases, the start of Pension benefit payments **may** be delayed.

   Once the processing is completed and you have been found to be eligible for a Pension benefit, you will receive payments retroactive to the first of the month after the application was received.

HOW TO APPEAL A DENIAL OF A PENSION BENEFIT APPLICATION

You, your Spouse or other designated Beneficiary will be notified of the acceptance or denial of a Pension benefit application within 60 days from the date the Fund Office receives the application. If special circumstances require an extension of time, you will be notified of the delay and given the reasons which caused the delay. A decision on the application will be made within a total of 120 days from the date the application is received.

Should a Pension benefit application for which you, your Spouse or other designated Beneficiary applied be denied, you, your spouse or the Beneficiary (the claimant) may appeal that denial to us as the Trustees of the Trust Fund. The appeal must be made in writing to the Fund Office and be received within 60 days after you, your Spouse or your Beneficiary were notified of the initial denial.

Claimants are entitled to submit further evidence as support of the Pension benefit application. The written appeal must state the claimant's name, address, the fact that the claimant is appealing the Trustees' decision to deny the application for Pension benefits, the date of the decision being appealed and the basis for the appeal. You will then receive a hearing before us as the Trustees of this Trust Fund or our representatives, if you so request.

We will then promptly make our decision regarding the appeal unless the appeal was filed within 30 days before the next scheduled Board of Trustees' meeting. If the claimant's appeal is filed within 30 days of the next scheduled Board of Trustees' meeting, a decision will be made at the following scheduled meeting. Should special circumstances require a further extension of time for processing the appeal, the claimant will be advised in writing of the extension and a decision will be made no later than the third meeting of the Board following the receipt of the appeal.

When the decision is made, the Board will provide the claimant with a written statement outlining the reasons for granting or denying the Pension benefit.

SOME QUESTIONS AND ANSWERS ABOUT THE PENSION PLAN

1. **Who are the administrators of the Plan?** The Pension Plan is administered by a joint Board of Trustees that is made up of representatives of the Union and the Employers. The actions of the Trustees in governing the Trust Fund are ruled by an Agreement and Declaration of Trust. This document provides that all money paid into the Trust Fund or earned by the Trust Fund can be used only for the purpose of providing Pension benefits for the Participants covered by the Plan in accordance with the Amended and Restated Rules and Regulations of the Plan.

   The Trustees may interpret or modify these Amended and Restated Rules and Regulations from time to time. The Trustees will make every effort to assure that the Participants are informed of any changes in the Plan.

   Your, your Spouse's and your Beneficiary's rights to Pension benefits are governed by the complete Amended and Restated Rules and Regulations of the Plan. The explanatory material in this Booklet is designed to clarify the Pension Plan and great care has been taken to make it accurate. However, if there should be any questions or conflicts, the full text of the Plan's Amended and Restated Rules and Regulations will form the basis of the answers to the questions or the resolution of the conflict.

   If you have any questions about the material in this Booklet or any part of the Pension Plan, please direct them to the Fund Office.

2. **Who is covered by the Pension Plan?** The Pension Plan covers the Employees on whose behalf contributions have been made by contributing Employers and Employees who have rolled over contributions from another qualified plan or plans.

3. **How do I apply for my Pension benefits?** Ask the Fund Office for an official application form. Fill it in completely, sign and date it and return it to the Fund Office along with any required information and documentation. This form must be returned **before your monthly Pension benefit payments can begin.**

4. **What information must I give along with my application?** Every applicant for benefits **must** furnish, at our request as the Trustees of this Pension Trust Fund, any information or proof reasonably required to determine his or her right to a benefit. This may include such items as a birth certificate, marriage license, death certificate, etc.

5. **When will my first Pension check be issued?** Your first check will be due on the first of the month after you have met all of the application filing requirements and your application has been

approved by the Trustees. If your first check is delayed for any reason, you will receive a check for the Pension benefit due to you retroactive to the first day of the month a Pension benefit was due to you.

6. **May I assign my Pension Plan benefits?** No. Pension Plan benefit payments may not be assigned except for a Qualified Domestic Relations Order (QDRO) as determined according to procedures adopted by us as the Trustees of this Trust Fund. The basic design, however, is for monthly Pension benefit payments to help you with living expenses during your retirement as well as provide a lifetime monthly benefit to your Spouse in the event of your death.

7. **If I am married when I retire, will my monthly Pension benefits be in the form of a Qualified Joint and Survivor benefit?** Yes. The Pension Plan automatically provides a Qualified Joint and Survivor benefit if you have been legally married for at least one year at the time you retire or before your death, if your death occurs after you are vested but before your monthly Pension benefit payments have begun.

8. **If I am not married when I retire, how will my monthly Pension benefits be paid?** Your monthly Pension benefit payments will only be payable to you. No monthly Pension benefit is payable to any other person after your death, unless you choose the Life and 10-Year Certain Option at the time you retire. Please contact the Fund Office for more information.

9. **If I am not married and die before I have applied for my Pension benefit, can my monthly Pension benefit be paid to any other person?** No. No monthly Pension benefit is payable to any other person after your death.

10. **If I am not married, is there a Death Benefit payable to my Beneficiary if I should die before I am eligible for my retirement benefits?** Yes. If you are an unmarried Active Employee, a lump-sum Death benefit is payable to your designated Beneficiary or your estate. The amount of the lump-sum Death Benefit is $100 for each quarter your of Future Service Credit which you accrued before your death.

11. **If I am not married, is there a Death Benefit payable to my Beneficiary if I should die after I have retired?** Yes. If you die after you have retired and are receiving your monthly benefit payments, your designated Beneficiary or your estate will receive a lump-sum Death benefit in the amount of $100 for each quarter of Future Service Credit which you had accrued before your retirement, less the amount of all of the benefits which had been paid to you before your death.

12. **If I am married, is there a Death Benefit payable to my surviving Spouse or Beneficiary if I should die after I have retired?** In the event you elected a life-only benefit when you retired, your surviving Spouse or designated Beneficiary may be eligible to receive a lump-sum Death benefit in the amount of $100 for each quarter of Future Service Credit which you had accrued before your retirement, less the amount of all of the benefits which had been paid to you before your death.

13. **Will I receive credit for Benefit Service if I continue to work in Covered Employment after age 65?** Yes. All hours for your work in Covered Employment which have been earned

after you reach your Normal Retirement Age of 65 will be credited and included in your monthly Pension benefit payment amount.

14. **Suppose I retire *before I reach age 65* and then return to work in the plumbing, pipefitting and steamfitting industry in the jurisdiction of Local No. 106, will I continue to receive my monthly benefits while working?** No. Your monthly Pension Plan benefit payments will stop on the first of the month you return to work. You must notify the Fund Office of the fact that you have returned to work. Your monthly Pension Plan benefit payments will not begin again until you notify the Fund Office that you are no longer working in the plumbing, pipefitting and steamfitting industry in the jurisdiction of Plumbers and Steamfitters Local No. 106.

    Please see Page 26 for an explanation of the Suspension of Benefits rules. You may also request from the Board of Trustees a determination of whether a particular job you are considering would be Disqualifying Employment.

15. **Suppose I retire and then return to work in the same industry, trade or craft within the geographical area covered by the Pension Plan *after I reach age 65,* will I continue to receive my monthly Pension Plan benefit payments while working?** No. Your monthly benefit payments will be discontinued for any month in which you work 40 or more hours in Disqualifying Employment, until you reach age 70½. If you work less than the 40 hours per month mentioned in the preceding sentence, you may continue to receive your monthly Pension Plan benefit payments. Please see Page 26 for an explanation of the Suspension of Benefits rules.

16. **Suppose I am receiving a monthly Disability Pension Benefit payment. Can this benefit ever be suspended?** Yes. If you return to any substantial gainful work activity, your Disability Pension benefit payments will be suspended. Further, your Disability Pension may also be suspended if you are unable to furnish evidence confirming your continued total disability, as may be required from time to time.

17. **Are my Pension Plan benefit payments considered as taxable income? Are taxes withheld?** Although your Pension Plan benefit payments are considered taxable income, the Plan is not required to automatically withhold Federal taxes. At the time you retire, you must sign a form stating whether or not you want taxes withheld from your monthly Pension Plan payments. If, at the time you retire, you decide not to have Federal taxes withheld from your Pension Plan benefit payments and later decide that having taxes withheld would be in your best interests, the Fund Office will provide you with another form on which to make the change.

COLLECTIVE BARGAINING AGREEMENTS

The Pension Plan is maintained by one or more Collective Bargaining Agreements. Labor Agreements generally provide that those Employers who are signatory to the Agreements will make monthly contributions to the Plumbers and Steamfitters Local No. 106 Trust Fund for each hour you work.

Your hours in Covered Employment are credited to your participation in the Pension Plan. The contribution rate required is determined by the Collective Bargaining Agreements.

The Collective Bargaining Agreements refer to the Employer contributions required for Pension benefits and other such Agreements as may be approved by us as the Trustees of this Trust Fund.

You may obtain a copy of these Agreements by writing us in care of the Fund Office. The Administrative Manager may charge up to 25¢ per page to cover the cost of copying the Agreement. You may wish to ask the total amount of the charges before you request the copies. Also, you may examine the Collective Bargaining Agreement which pertains to you at the Fund Office or at your Local Union provided you make the request in writing at least 10 days before you wish to make the examination.

You are a participating member in the Pension Plan as long as you work a sufficient numbers of hours in Covered Employment for a Contributing Employer. You will find the minimum requirements for your initial and continued participation on Pages 9 through 12.

Your eligibility and retirement benefits depend upon your work in Covered Employment.

PARTICIPATION AGREEMENTS

A Non-Bargained Employee of a contributing Employer may participate in the Pension Plan if his or her Employer executes a Participation Agreement providing for his or her inclusion in the Plan and the Agreement is approved by the Trustees. Participation will become effective as of the date specified in the Employer's Participation Agreement, or if later, the date the required contributions are received. Participation is only available for Non-Bargained Employees of contributing Employers who reside in the geographical and work jurisdiction of the Union but who are <u>not</u> otherwise covered under any Collective Bargaining Agreement requiring contributions to the Pension Plan. Please contact the Fund Office for the procedures to initiate the application process and the special rules of coverage.

In addition, the rules governing Rollover Contributions from another qualified plan are the same for Non-Bargained Employees as they are for Employees working under the rules of a Collective Bargaining Agreement.

RECIPROCAL AGREEMENTS

If you are temporarily employed outside the geographical area of Local 106, a Reciprocal Agreement **MAY** exist between this Trust Fund and another Reciprocal Fund. If a Reciprocal Agreement applies to you, it **MAY** allow you to continue to accrue Service Credit while you are working elsewhere. Contact the Fund Office for information on Reciprocal Agreements.

TERMINATION OF THE PLAN

1. The Trustees have the right to discontinue or terminate this Plan in whole or in part. The rights of all affected Participants to benefits accrued to the date of the termination, partial termination, or discontinuance to the extent funded as of such date are non-forfeitable.

2. In the event of termination, the assets then remaining in the Plan, after providing for any administrative expenses, shall be allocated among the Pensioners, Beneficiaries, and Participants in the following order:

   a. First, in the case of benefits payable as a Pension:

      - In the case of the Pension of a Participant or Beneficiary which was in pay status as of the beginning of the 3-year period ending on the termination of the Plan, to each such Pension, based on the provisions of the Plan (as in effect during the 5-year period ending on such date) under which such Pension would be the least.

        The lowest Pension in pay status during the 3-year period shall be considered the Pension in pay status for such period.

      - In the case of a Pension of a Participant or Beneficiary which would have been in pay status as of the beginning of such 3-year period if the Participant had Retired prior to the beginning of the 3-year period and if his Pension had commenced (in the standard form) as of the beginning of such period, to each such Pension based on the provisions of the Plan (as in effect during the 5-year period ending on such date), under which the Pension would be the least.

   b. Second, to all other benefits (if any) of individuals under the Plan guaranteed under Title IV of ERISA..

   c. Third, to all other vested benefits under this Plan.

   d. Fourth, to all other benefits under this Plan.

3. **Allocation Procedure.** For purposes of Subsection b:

   a. The amount allocated under any paragraph of Subsection b with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior paragraph of that Subsection.

   b. If the assets available for allocation under any Subsection of Subsection b (other than Subsections 3 and 4) are insufficient to satisfy in full the benefits of all individuals which are described in that Subsection, the assets shall be allocated pro-rata among such individuals on the basis of the present value (as of the termination date) of their respective benefits described in that Subsection.

   c. This Subsection applies if the assets available for allocation under any other Subsection are not sufficient to satisfy in full the benefits of individuals described in that Subsection.

- If this Subsection applies, except as provided in the Subsection below, the assets shall be allocated to the benefits of individuals described in Subsection b.3. on the basis of the benefits of individuals which would have been described in such Subsection b.3. under the Plan as in effect at the beginning of the 5-year period ending on the date of Plan termination.

- If the assets available for allocation under the Subsection above, are sufficient to satisfy in full the benefits described in such Subsection (without regard to this Subsection), then for purposes of the Subsection above, benefits of individuals described in such Subsection shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such 5-year period under which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in the Subsection above and any assets remaining to be allocated under the Subsection above on the basis of the Plan as amended by the next succeeding Plan amendment effective during such period.

PLAN TERMINATION INSURANCE

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

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

1. The maximum benefit that the PBGC guarantees is set by law. Under the multi-employer program, the PBGC guarantee equals a participant's years of service multiplied by:

   a. 100% of the first $11 of the monthly benefit accrual rate; and

   b. 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.

   c. The PBGC guarantee generally covers:

      - Normal and early retirement benefits;

      - Disability benefits if you become disabled before the Plan becomes insolvent; and

      - Certain benefits for your survivors.

2. The PBGC guarantee generally does not cover:

   a. Benefits greater than the maximum guaranteed amount set by law;

   b. Benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the earlier of:

- The date the Plan terminates; or
- 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.

NOTICE

The preceding Pages contain the Summary Plan Description as required by Federal regulations. We have tried to present the information in an easily understood form. Of necessity, many of the important Pension Plan provisions mentioned have been described in summary form. For a complete and detailed description, please refer to the actual Pension Plan document at the Fund Office.

All questions about your Pension Plan participation, eligibility for benefits, the nature or amount of benefits or any other matter about the Trust Fund or the Pension Plan's administration should be referred to the:

Board of Trustees
Plumbers and Steamfitters Local No. 106 Pension Trust Fund
822 North Lakeshore Drive
Lake Charles, LA 70601
Telephone: (337) 433-1447
FAX: (337) 433-1449

All information concerning the Trust Fund and the Pension Plan MUST either come from us, as the Trustees of the Trust Fund or from the Fund Office which acts on our behalf. No participating Employer, Employer association, plumbing, pipefitting and steamfitting contracting organization, Local Union or any individual employed by any of these entities has any authority in this regard.

REMEMBER! If you have ANY questions about the rules of the Pension Plan and how they apply to YOU, contact the Fund Office. **DO NOT** rely on information from other sources.

EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

The following information concerning the Plan is being provided in accordance with government regulations:

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

   The Plumbers and Steamfitters Local No. 106 Pension Plan is administered by a joint Board of Trustees consisting of Union representatives and Employer representatives.

2. **The name and address of the Administrative Manager is:**

   Ms. Barbara Chapman
   Plumbers and Steamfitters Local No. 106 Pension Fund
   822 North Lakeshore Drive
   Lake Charles, LA 70601
   Telephone: (337) 433-1447

3. **The names and business addresses of the Trustees are:**

Union Trustees	**Employer Trustees**
Mr. Garland Broussard Plumbers & Steamfitters 106 822 North Lakeshore Dr. Lake Charles, LA 70601	Mr. John B. Cole Cole Air, Inc. 620 Marilyn Dr. Lake Charles, LA 776011
Mr. J. D. Doucet Plumbers & Steamfitters 106 822 North Lakeshore Dr. Lake Charles, LA 70601	Mr. Curtis Fontenot Fontenot Plumb. & Heat. Inc. 5728 Common St. Lake Charles, LA 70607
Mr. Jack Hicks Plumbers & Steamfitters 106 822 North Lakeshore Dr. Lake Charles, LA 70601	Mr. Billy Foreman Foreman’s Plumb. & Piping, Inc. 222 Billy Foreman Rd. DeRidder, LA 70364
Mr. Michael Nunez Plumbers & Steamfitters 106 822 North Lakeshore Dr. Lake Charles, LA 70601	Mr. Mark Henning Henning Plumbing 3109 Common St., Suite 114 Lake Charles, LA 70601

4. In addition to the Board of Trustees and the Administrative Manager, the following persons have been designated as agent for the service of legal process:

Louis L. Robein, Jr., Esq. Robein, Urann & Lurye 2540 Severn Ave. Suite 400 Metairie, LA 70009	Maria C. Cangemi, Esq. Robein, Urann & Lurye 2540 Severn Ave Suite 400 Metairie, LA 77009

5. The Employer Identification Number assigned by the Internal Revenue Service to the Board of Trustees is 72-0545875. The Plan Number assigned by the Board of Trustees is 001.

6. For purposes of maintaining the Plan's fiscal records, the year-end date is June 30.

7. **Funding Medium:**

   Benefits are provided from the Plan's assets, which are accumulated under the provisions of Collective Bargaining and Participation Agreements and the Trust Agreement and are held in a trust fund for the purpose of providing Pension benefits to covered Participants and defraying reasonable administrative expenses.

Financial Information:

8. **Contribution Source:**

   All Contributions to the Plan are made by Employers in accordance with Collective Bargaining Agreements between various Employers and Local Union Number 106.

   The Collective Bargaining Agreements require Contributions to the Plan at a fixed rate per hour. Participation Agreements also require fixed-rate Contributions to the Plan.

   The Administrative Manager will provide to Participants, upon written request for the information, information as to whether a particular Employer is contributing to this Plan on behalf of Participants working under the Collective Bargaining or Participation Agreements.

   See the section entitled "Plan Documents and Reports" on Page 41 if you wish to obtain additional information about the Collective Bargaining Agreements.

9. **Plan Information:**

   The Plan's requirements with respect to eligibility as well as circumstances that may result in disqualification, ineligibility or denial or loss of any Pension benefits are fully described on Pages 9 through 15 of this Booklet.

10. **Plan Regulations:**

    All of the types and forms of Pension benefits provided by the Plan are set forth on Pages 16 through 24 of this Booklet. Complete terms and provisions of the Pension benefits are set forth in the Plan's Amended and Restated Rules and Regulations which is available at the Fund Office for inspection.

11. **Statement of ERISA Rights:**

As a Participant in the Plumbers and Steamfitters Local No. 106 Pension Plan, 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:

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites and union halls, all documents governing the Pension Plan including insurance contracts, Collective Bargaining and Participation Agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U. S. Department of Labor.

- Receive, free of charge, an initial copy of the most recent Summary Plan Description (SPD). You will receive the SPD as soon as practicable after the Fund Office receives contributions from a contributing employer on your behalf.

- Obtain, upon written request to the Administrative Manager, copies of documents governing the operation of the Pension Plan, including insurance contracts and Collective Bargaining and Participation Agreements, and updated Summary Plan Description (in addition to the initial SPD that is provided to you free of charge as explained above). The Administrative Manager may make a reasonable charge of up to 25¢ per page for the copies.

- Receive a summary of the Pension Plan's annual financial report. The Administrative Manager is required by law to furnish each Participant with a copy of this summary annual report.

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

If your application for a Pension Plan benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Pension Plan review and reconsider your application. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Pension Plan and do not receive them within 30 days, you may file a 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 Administrative Manager. If you have an application for a Pension Plan benefit 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 Pension 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 Pension Plan fiduciaries misuse the Pension Plan's money, or 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 the 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. If you have any questions about your Pension Plan, you should contact the Administrative Manager. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security

Administration (EBSA), U. S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, EBSA, 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 EBSA. You may contact the nearest area office of EBSA in Dallas, Texas at (214) 767-6831.

12. **Claims Procedure:**

The procedures to follow for filing an application for a Pension benefit are set forth on Page 1 of this Booklet. All applications for a Pension benefit must be submitted on the application form made available by the Fund Office. Pension applications submitted must be accompanied by any information or proof requested and reasonably required by the Board of Trustees to process such applications. Your claims should be sent to:

FUND OFFICE

Ms. Barbara Chapman
Plumbers and Steamfitters Local No. 106 Pension Fund
822 North Lakeshore Drive
Lake Charles, LA 70601
Telephone: (337) 433-1447
FAX: (337) 433-1449

13. **Review and Appeals Procedures:**

A claimant who has received a notice that his Pension application has been denied may request a review of the denied application within 60 days of receipt of the notice of denial. A claimant who has not received a decision on a application for a Pension benefit within 60 days (or 120 days in special circumstances) may request a review of his application. A claimant or his duly authorized representative may request a review, may have the opportunity to review pertinent documents and may submit issues and comments in writing.

Requests for review must be made in writing and should be sent to the Administrative Office. The decision on the review will be made by the Board of Trustees.

FUND OFFICE

Ms. Barbara Chapman
Plumbers and Steamfitters Local No. 106 Pension Fund
822 North Lakeshore Drive
Lake Charles, LA 70601
Telephone: (337) 433-1447
FAX: (337) 433-1449

14. **Plan Documents and Reports:**

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

A. Trust Agreement;

B. Collective Bargaining and Participation Agreements;

C. Plan Documents and all Amendments;

D. Form 5500 or full Annual Report filed with the Internal Revenue Service and the Department of Labor; and

E. List of Contributing Employers.

You may also obtain copies of these documents by writing for them. The cost of the copies will be up to 25¢ per page. If you prefer, you may arrange to examine these reports, during normal business hours, at the Local Union Office. To make such arrangements, the Participant should call or write the Fund Office. A summary of the Annual Report, which gives details of the financial information about the Plan's operation is furnished free of charge to all Participants.

NOTHING IN THIS BOOKLET IS MEANT TO INTERPRET OR CHANGE IN ANY WAY THE PROVISIONS EXPRESSED IN THE AMENDED AND RESTATED RULES AND REGULATIONS OF THE PLUMBERS AND STEAMFITTERS LOCAL NO. 106 PENSION PLAN. THE TRUSTEES RESERVE THE RIGHT TO AMEND, MODIFY OR DISCONTINUE ALL OR PART OF THIS PLAN, WHENEVER IN THEIR SOLE DISCRETION, CONDITIONS SO WARRANT.

PLUMBERS AND STEAMFITTERS LOCAL NO. 106
PENSION FUND

1. OUT-OF-WORK-LIST CERTIFICATION

To whom it may concern:

On this ____ day of ___________, 20__, in compliance with the Plumbers and Steamfitters Local No. 106 Pension Plan's return to work in Covered Employment provisions as governed by USERRA, ______________________ appeared at the Union Hall ____ days after being honorably discharged from active duty service in the _________________.
Branch of Service

He presented a copy of his honorable discharge papers showing the date of his discharge. He has indicated that he wishes to be placed on the Plumbers and Steamfitters Local No. 106 out-of-work-list.

________________________, was placed on the out-of-work-list on the ____day of _______________, 20___. He is available to return to work in Covered Employment on _______________.

Attested to by:

_________________________________ ____________________

Union Representative Date

FUND OFFICE

Ms. Barbara Chapman
Plumbers and Steamfitters Local No. 106 Pension Fund
822 North Lakeshore Drive
Lake Charles, LA 70601
Telephone: (337) 433-1447
FAX: (337) 433-1449

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