

**PLUMBERS AND STEAMFITTERS LOCAL NO. 106  
ANNUITY FUND**

**SUMMARY PLAN DESCRIPTION**

**July 1, 2003 Edition**

July 1, 2003



## HOW TO APPLY FOR ANNUITY BENEFITS

If you are thinking about retirement and you believe you may be entitled to Annuity 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 Annuity Plan.
3. The Fund Office will furnish you with an Annuity 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 Annuity Fund**

822 North Lakeshore Drive  
Lake Charles, LA 70601

### **YOU MUST NOTIFY THE FUND OFFICE WHEN:**

1. You change your address.
2. You are divorced or legally separated. (Provide court certified divorce decree including any Qualified Domestic Relations Order [QDRO] or legal separation 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.

### **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 or Participation 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 ANNUITY FUND**

**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 Annuity benefits, 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 Annuity 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 remember that when you authorize your Employer to reduce your wages and make pre-tax Contributions to the 401(k) portion of our Plan on your behalf, you may be helping to ensure your financial security during your retirement years. However, before your Employer may make Contributions to your Individual Account on your behalf, you must sign a **Voluntary Employee Wage Reduction Agreement** with your Employer.

If you are age 50 or older and wish to make "Catch-Up" Contributions to your 401(k) Individual Account, see Page 9 for more information. If you have just returned to work in Covered Employment after a uniformed active duty military service leave of absence, certain special rules apply to 401(k) Contributions. See Page 9 for additional information.

If you are a member of Local Union 106 who is working in Covered Employment outside Local 106's jurisdiction and would like to maintain your Individual Account in Lake Charles, see Page 10 for more information about a Transfer of Contributions (also referred to as "Money-Follows-the-Man Reciprocity").

If you are a former member of Local Union 106 and have transferred your membership to another UA Local, you may elect to rollover your Individual Account balance to the other UA Local's qualified Annuity Plan. See Page 14 for details.

Please read these rules and their explanations very carefully in order to understand your rights to any Annuity Plan benefit which may be due to you. Terms that are capitalized but not defined in this Booklet are defined in the official Plan document.

We have tried to explain all of the provisions of the Plan as clearly as possible. The Plan document is, however, complicated. 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's Amended and Restated Rules and Regulations, 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 which you may review at the Fund Office. You may also obtain a copy of the Plan document from the Fund Office at a charge of 25¢ per page.

It is important to remember when reading and interpreting the Plan, that if the facts and circumstances of a particular situation occurred prior to this July 1, 1997 restatement of the Plan, as well as 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.

If you have questions after reading this Booklet, you can call or write the Fund Office regarding 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 you and your family will enjoy the protection of the Plan for many years to come.

Sincerely,

BOARD OF TRUSTEES

## *A BRIEF SUMMARY OF THE PLAN*

### *Annuity Plan Definitions*

The following are definitions of some of the words that are used throughout this Booklet. They may be helpful to you as you read the information contained in this Booklet.

- 1. Beneficiary.** A “Beneficiary” is a person who is entitled to receive (or is already receiving) benefits from this Annuity Plan. Employees and former Employees are Beneficiaries, provided they have not yet received the balance in their Individual Accounts. A legal Spouse or any other person named by you may also be a Beneficiary. **Remember - if you are married, your legal Spouse will be considered as your Beneficiary unless you and she sign notarized forms agreeing to name someone else.**
- 2. Catch-Up Contributions.** For Employees age 50 or older, “Catch-Up” Contributions mean the amount of voluntary 401(k) pre-tax Contributions that are in excess of the annual maximum amount otherwise allowed by the IRS.
- 3. Employee.** You are an “Employee” if:
  - (a) You are working in the jurisdiction of Local No. 106 or a participating Union; and
  - (b) You are either a Non-Bargained Employee whose employment is governed by a Participation Agreement or you are a Bargained Employee whose employment is governed by a Collective Bargaining Agreement between your Employer and the Union; and
  - (c) Contributions are being made on your behalf by your Employer.
- 4. Individual Account.** Your “Individual Account” is used to record all of the Employer, Rollover and Voluntary Employee Wage Reduction Agreement (see below) Contributions that the Plan receives on your behalf. All of the Individual Accounts are “valued” once each year, on June 30th. A more complete explanation of the valuation of Individual Accounts is on Page 10.
- 5. Qualified Domestic Relations Order (QDRO).** The Plan will comply with any QDRO that otherwise conforms to the Plan provisions, if the QDRO is issued by a court of competent jurisdiction. Employees and beneficiaries may obtain, without charge, a copy of procedures governing qualified domestic relations order (QDRO) determinations and sample language from the Administrative Manager.
- 6. Qualified Joint and Survivor Annuity.** A “Qualified Joint and Survivor Annuity” (QJ&SA) is a contract with a life insurance company. The purpose of the QJ&SA is to provide you with a lifetime benefit and, following your death, to provide a lifetime benefit for your surviving Spouse (or other named Beneficiary) that is equal to 50% of the amount of your monthly benefit.
- 7. Retire and Retired.** The terms “Retire and Retired” mean that you have completely withdrawn from any work of any type in the plumbing and pipefitting industry for a period of at least 12 consecutive months.

- 8. Rollover Contribution.** A “Rollover Contribution” means the amount of benefits you have accumulated while you were covered under another qualified annuity or pension plan that you elected to “rollover” or transfer to this Plan. The rollover must be in a lump-sum because the terms and provisions of this Plan do not permit monthly payments into the Plan. Your Rollover Contributions are always 100% vested.
- 9. Transfer of Contributions.** “Transfer of Contributions” is also known as “Money-Follows-the-Man Reciprocity” and refers to the transfer of the Contributions to our Plan that were made to another Local Union’s Annuity Fund on your behalf by an Employer for whom you are working, provided that Employer’s principal place of business is located outside the jurisdiction of Local Union Number 106.
- 10. USERRA “Make-Up” Contributions.** Uniformed Service Employment and Re-Employment Rights Act 1993 (USERRA) “Make-Up” Contributions means the voluntary 401(k) Contributions which would otherwise have been made on your behalf had you not been engaged in active duty military service. See Page 9 for additional information.
- 11. Valuation Date.** The “Valuation Date” is the date each year when Individual Accounts are valued to determine the total amount in the Account. The total amount includes all of the Employer, Employee and Rollover Contributions (if any) plus your share of the investment income earned, minus the administration charge. As mentioned above, the Valuation Date is June 30th of each year.
- 12. Voluntary Employee Wage Reduction Agreement.** A “Voluntary Employee Wage Reduction Agreement” is an optional, voluntary signed agreement between your Employer and you. This agreement authorizes your Employer to withhold from your pre-tax wages an amount you have elected to have contributed into your Individual Account on your behalf. The agreement applies to all of the payroll periods during a Plan Year and remains in force until you revoke it in writing.

### *Participation in the Annuity Plan*

All Employees working for Employers whose Collective Bargaining or Participation Agreements obligate them to contribute to the Annuity Plan are eligible to participate in this Plan. In addition, Union, Association or Trust Employees for whom Contributions are made to the Fund are also eligible to participate. You become a Participant in the Plan when an Individual Account is established on your behalf.

### *Voluntary Employee Wage Reduction Agreement*

If your Employer has signed a side agreement with the Union allowing for participation in the 401(k) Plan, you may sign a Voluntary Employee Wage Reduction Agreement (“Agreement”) with your Employer authorizing your Employer to withhold a specific amount on a weekly or monthly basis from your pre-tax wages. These Contributions will be credited to your Individual Account and are in addition to the Contributions made by your Employer as a result of a Collective Bargaining or Participation Agreement.

The Internal Revenue Service (IRS) limits the amount that may be contributed to the Plan under this Agreement. For 2002 and 2003, the maximum amounts that may be contributed during any one Plan Year are \$11,000 and \$12,000, respectively. The IRS may change this amount at any time. In the event

your Contributions exceed the allowed amount, the excess will be returned to you. In this event, any returned Contributions will be considered as taxable income.

However, if you are age 50 or older (up to the date when you reach age 70½, your Required Beginning Date), you may authorize your Employer to withhold up to a maximum of an additional \$1,000 during 2002 and \$2,000 during 2003. These additional amounts are called “Catch-Up” Contributions and give you the opportunity to put extra funds away towards your retirement.

In addition, if have just returned to work in Covered Employment after a period of uniformed active duty military service, you may make “Make-Up” Contributions of the type you could not make while you were away. The period during which you will be allowed to make these Contributions starts on the date you return to work and lasts for the shorter of the following periods:

1. The period during which you were engaged in active military service multiplied by three; or
2. 5 years.

Your 401(k) Make-Up Contributions will be credited to the year they would have otherwise been made had you not been absent from work due to your active duty military service rather than the year of your return.

You may obtain Voluntary Employee Wage Reduction Agreements for Collectively Bargained and Non-Bargained Employees from your Employer and from the Fund Office. If your Employer is signatory to a Collective Bargaining or Participation Agreement with the Plumbers and Steamfitters Local Union No. 106, and has signed the side agreement, it has a supply of the Voluntary Employee Wage Reduction Agreements. An Agreement between your Employer and you must be completed before your Employer may withhold from your wages the Voluntary Wage Reduction Agreement contribution amount you have elected.

**Transfers of Contributions to Local Union No. 106  
Annuity Fund  
(Your Home Local)**

Transfers of Contributions as a result of a Money-Follows-the-Man Reciprocal Agreement means the Contributions made on your behalf to another Annuity Fund by an Employer who is doing business in a jurisdiction outside of Local Union 106's geographic area.

If you are a member of Local Union 106, then Local Union No. 106 is referred to as your "Home Local". If you are working under the terms of a United Association of Plumbers and Pipefitters (U. A. P. P.) Collective Bargaining Agreement in another jurisdiction, you may authorize your Employer in the other jurisdiction to make Contributions to the other Local's Annuity Fund (called a "Cooperating Trust Fund") on your behalf, but then instruct the Cooperating Trust Fund to transfer those Contributions back to your Home Local's Annuity Fund. All of the Transfer Contributions received on your behalf will be credited to your Plumbers 106 Individual Account.

Contact the Fund Office for more information about maintaining your Individual Account in your Home Local if you will be working outside Local 106's jurisdiction.

***Individual Accounts***

An Individual Account is set up for every Employee at the time Contributions are first received, unless one has previously been established. All of the Contributions made on your behalf by an Employer are recorded in your Individual Account. Your Individual Account is always 100% vested.

On each Valuation Date (June 30th of each year), your Individual Account is valued according to the following formula:

1. The amount in your Individual Account on the last Valuation Date; plus
2. The Contributions your Employer has made as a result of a Collective Bargaining or Participation Agreement plus your Voluntary Employee Wage Reduction Agreement Contributions (if any); plus
3. The total amount of your Rollover Contributions (if any); plus
4. The Contributions received by the Local Union 106 Annuity Fund due to your work for an Employer who contributes to a Cooperating Fund's qualified defined contribution plan; plus
5. A proportionate share of the investment earnings or losses of the Plan; minus
6. Any hardship withdrawal that you may have made since the last Valuation Date; minus
7. Your share of the administrative charge determined by the Trustees on a uniform basis to be applicable to all of the Individual Accounts. The administrative charge is a set amount determined annually based upon the Plan's overall expenses incurred during the applicable Plan Year.

If the market value of the Plan's total investments, including any Voluntary Employee Wage Reduction Agreement and Rollover Contributions you have made, is lower than the total amount in all of the

Individual Accounts, the value of each Individual Account will be reduced in proportion to the reduced market value of the Plan's investments.

You will receive an annual statement showing the balance in your Individual Account as soon as practicable after June 30th.

### ***Investment of Contributions***

The amount in your Individual Account is pooled with the amounts in all of the Individual Accounts and invested together.

As mentioned above, at each Valuation Date, your Individual Account is credited with a pro-rata share of the Plan's overall investment return, in addition to all of the Contributions received by the Plan on your behalf.

The Trustees will employ one or more professional investment manager/s as fiduciary/ies of the Plan. The assets of the Plan will be invested with the primary objective of preserving the Contributions made by you and on your behalf. Consistent with preservation of principal, the Plan will seek a prudent rate of return while minimizing exposure to losses or wide swings in market value. It is emphasized, however, that there is no guarantee of investment return or principal when investing in securities. At any time, the value of your Individual Account will reflect any changes in the total value of all of the securities held by the Plan.

### ***Accumulated Share***

Your Accumulated Share is the amount in your Individual Account at the last Valuation Date plus any Employer, Voluntary Employee Wage Reduction Agreement, Rollover, Catch-Up and Make-Up Contributions received since that time less any Hardship Withdrawal you have received and less your share of the administrative charge. Your Accumulated Share is used to determine the benefits that are payable to you when you become eligible to receive them.

### ***Eligibility for Benefits***

1. Your Accumulated Share will be paid out only as a result of one of the following events:
  - (a) You are at least 55 years old and have completely withdrawn from work of any type in the plumbing and pipefitting industry for at least 12 consecutive months;
  - (b) You have reached your normal retirement age of 65;
  - (c) You are receiving or are eligible to receive Social Security Disability Benefits or you qualify for a Temporary Disability benefit from the Plumbers and Steamfitters Local Union No. 106 Pension Fund; or
  - (d) Your death.

2. **Hardship Withdrawal Payment from Your 401(k) Individual Account.** In the event you have an immediate and heavy financial need as determined by the Board of Trustees from the evidence (for medical expenses, receipts for expenses related to tuition for higher education or payment to prevent foreclosure) you have submitted to the Fund Office, you may be eligible to withdraw all or a portion of your 401(k) Individual Account, provided the withdrawal does not exceed either of the following:
  - (a) The actual amount of your financial need, including the funds necessary to pay any Federal, state or local income taxes or penalties; or
  - (b) The amount of your 401(k) Individual Account as of the end of the previous Plan Year.

You must submit a written request for a 401(k) Individual Account Hardship Withdrawal payment detailing the basis for your request. If you have any questions about 401(k) Individual Account Withdrawals, please contact the Fund Office.

### *Payment of Your Accumulated Share*

The Plan provides for more than one method of payment of your Accumulated Share. The form in which your benefits will be paid depends on how you become eligible for benefits, your marital status and, in some circumstances, how you choose to receive your benefits.

#### 1. *Normal Method of Payment.*

- (a) If your Accumulated Share becomes payable as a result of Retirement or Disability and you have been married for at least one year on the date your benefit payments are to commence, your benefits will automatically be paid in the form of a 50% Qualified Joint and Survivor Annuity with your Spouse named as the contingent annuitant. This means that the value of your Accumulated Share may be used to purchase a 50% Contingent Annuity from a legal reserve life insurance company which will pay a fixed monthly benefit to you for your lifetime, and upon your death, 50% of that monthly amount will be paid to your Spouse in the form of a single-life annuity until her death.

If you and your Spouse do not want this form of payment, you may reject it and elect one of the optional forms of payment outlined below. Your rejection must be in writing and contain the notarized signatures of both you and your Spouse on a form provided to you by the Fund Office.

- (b) If your Accumulated Share becomes payable as a result of Retirement or Disability and you have not been married for at least one year on the date your benefit payments are to begin or have signed the above waiver, your benefits will be either paid in the form of a single-life annuity purchased from a life insurance company, a lump sum or in the form of fixed annual installments for no longer than 15 years until the exhaustion of your Accumulated Share, whichever you choose. Your election must be in writing on a form provided to you by the Fund Office.

2. **No Named Beneficiary.** If you have not named a Beneficiary, any remaining benefit will be paid in the following order:
  - (a) Your surviving Spouse.

- (b) Your surviving children.
- (c) Your surviving parents.
- (d) Your surviving brothers and/or sisters.
- (e) Your estate.

### **3. *Death Before Retirement.***

- (a) If your Accumulated Share becomes payable as a result of your death and you have been married throughout the one-year period ending on the date of your death, the automatic form of payment will be a single-life annuity for your surviving Spouse. This means that the value of your Accumulated Share may be used to purchase a single-life annuity from a legal reserve life insurance company that will pay a fixed monthly benefit to your Spouse for her lifetime.

If your surviving Spouse does not want to receive this form of payment, she may reject it and elect an optional form of payment as outlined in paragraph (4).

- (b) If your Accumulated Share becomes payable as a result of your death and you have not been married throughout the one-year period ending on the date of your death, your designated Beneficiary will be paid the value of your Accumulated Share in the form of annual installments, or in a lump sum, at the discretion of the Board of Trustees.

In order to ensure that your Accumulated Share is paid to the person you want to receive it, be sure to file a Beneficiary designation with the Fund Office and keep it current. If you are married, your Spouse will be deemed to be your Beneficiary, unless you designate someone else and your Spouse acknowledges the alternate designation in a notarized statement.

If you have not named a Beneficiary, any remaining benefit will be paid in the following order:

- (i) your surviving Spouse;
- (ii) your surviving children;
- (iii) your surviving parents;
- (iv) your surviving brothers and/or sisters;
- (v) your estate.

4. ***Optional Form of Payment.*** When you have reached at least age 55 and have had no Contributions made to the Plan on your behalf for at least 12 consecutive months, you and your Spouse, if applicable, or a named Beneficiary, if applicable, may elect to have the Accumulated Share paid in one lump-sum payment.
5. ***Lump-Sum Cash-Out.*** If you are a terminated Employee and the Accumulated Share payable to you, your Spouse or your named Beneficiary is less than \$3,500 and you have not worked in the plumbing or pipefitting industry for at least 12 months, the Trustees will automatically pay your Accumulated Share in one lump-sum payment. No other method of payment will be available.

If you have any questions about the Payment of Your Accumulated Share provisions, please contact the Fund Office.

If the earliest date you are eligible to receive your Accumulated Share is other than July 1st, the amount you receive will be 90% of your Accumulated Share. The remaining 10% will be reduced by your share of the cost to operate the Plan applicable to the Plan Year during which you received the lump-sum payment. If, after the next Valuation Date, there is a balance in your Individual Account, you will be eligible to receive an additional lump-sum payment.

6. **Individual Account Rollover from This Plan to Another Plumbers and Steamfitters Defined Contribution Plan.** If you have transferred your Union membership from Local No. 106 to another United Association of Plumbers and Steamfitters Local Union and no contributions have been made to this Plan on your behalf for at least 12 consecutive months, you may rollover your Individual Account balance into that U. A. Local's qualified plan.

If you have any questions about the rules of the Annuity Plan and how they apply to you, contact the Fund Office. Do not rely on information from other sources.

Only the full Board of Trustees is authorized to interpret the Plan described in this Booklet. No Employer or Union or any representatives of any Employer or the Union is authorized to interpret this Plan; nor can such person act as the agent of the Board of Trustees. If you wish information regarding this Plan, that information must be communicated to you, in writing, signed on behalf of the Board of Trustees, or, if expressly authorized by the full Board of Trustees, signed by the individual or entity acting as the Fund Administrator. Your written communications should be addressed to:

**BOARD OF TRUSTEES**  
**PLUMBERS AND STEAMFITTERS LOCAL NO. 106 ANNUITY FUND**  
**822 North Lakeshore Drive**  
**Lake Charles, LA 70601**  
**Telephone: (337) 433-1447**

### *Some Questions and Answers*

- 1. Who administers the Plan?** The Annuity Plan is administered by a joint Board of Trustees made up of representatives of the Union and of the Employers. The actions of the Board of Trustees are ruled by the Agreement and Declaration of Trust. This provides that all money paid into the Annuity Plan can be used only for the purpose of providing benefits in accordance with the Amended and Restated Rules and Regulations of the Plan for Employees and Beneficiaries and paying for the costs of administering the Plan.
- 2. Who is covered by the Plan?** The Plan covers only Employees of Contributing Employers. Work performed by any self-employed person or sole proprietor of a business organization that is a Contributing Employer is not covered by the Plan.
- 3. Do I have to pay tax on the money in my Individual Account?** The money in your Individual Account is not considered taxable income to you until you actually receive it. When you receive the money in your Individual Account, it must be reported as taxable income. In some cases it will be taxed as ordinary income, depending on the way you choose to make payment. At the time your Individual Account becomes payable, you will be advised of the taxability of your distribution and any choices you may have regarding the taxes. In order to determine the best form of payment of your Individual Account and the tax consequences of any payments you receive, you should discuss your particular circumstances with a competent tax advisor.
- 4. How do I apply for my Individual Account?** The first step in applying for your Accumulated Share is to request an Annuity application form from the Fund Office. At the same time, you can obtain information about the amount of money in your Individual Account, options as to the forms of payment available, and other information that will help you make your decisions and complete the Annuity application.

You may have to provide certain documents, such as birth certificates and marriage license. The Fund Office will tell you what you need.

If you die before receiving your Accumulated Share, your surviving Spouse or other named Beneficiary must file an Annuity application with the Fund Office for any benefits that may be due. In order to make it possible for payment to begin with minimum delay, your Beneficiary should contact the Fund Office as soon as possible after your death.

- 5. How do I appeal a decision on my Annuity application?** If you have received a notice that your request for an Annuity benefit has been denied, in whole or in part, you may request a review of that denial within 60 days from your receipt of the notice of denial. If you have not received a decision on a request for benefits within 60 days (or 120 days in special circumstances) you may request a review of that claim. You or your authorized representative may review pertinent documents and submit issues and comments in writing. Requests for review must be made in writing and should be sent to the Fund Office for transmittal to the Board of Trustees.

The Board of Trustees will render a decision within 60 days after the receipt of the request for a review unless special circumstances require an extension of time for processing, in which case a decision will be rendered within 120 days. The decision of the Board of Trustees will be in writing

and will include the specific reason(s) for the decision and specific references to Plan provisions on which the decision is based.

6. **Are the Annuity benefits from this Plan affected by Social Security benefits?** No.  
The benefits provided by this Plan are in addition to any benefits you may be entitled to receive from the Social Security Administration.
7. **Are Plan documents available to Employees?** Yes. In addition to the initial copy of this Booklet that you receive free of charge shortly after work hours have been reported on your behalf, copies of the Plan, Summary Plan Description (this Booklet) and a summary of the annual report are available for inspection at the Fund Office during regular business hours. On written request, copies of these documents will be supplied by mail. Copies of the Trust Agreement, Collective Bargaining and Participation Agreements and the full annual report also are available for inspection at the Fund Office. These documents can be supplied by mail upon the Fund Office's receipt of a written request. A charge of up to 25¢ per page may be charged. It is advisable to find out what the charge will be before sending your request.

### ***Checklist: Things For You To Do***

1. ***Let us know where you are.*** Keep the Fund Office informed of any change in your mailing address to ensure you receive all communications. The address and telephone number of the Fund Office is:

**PLUMBERS AND STEAMFITTERS LOCAL NO. 106 ANNUITY FUND**  
**822 North Lakeshore Drive**  
**Lake Charles, LA 70601**  
**Telephone: (337) 433-1447**

2. ***If your marital status changes,*** inform the Fund Office. Your marital status affects the type of benefits you and your Beneficiary are entitled to receive.
3. ***If you are thinking about retirement,*** get the information you need and file your application. You will need copies of certain documents such as birth certificates and marriage license. The Fund Office can tell you what you will need.
4. ***Keep your records.*** The accuracy and completeness of the records of your work in Covered Employment is an important factor in determining the value of your Individual Account. You can protect yourself by comparing your work records to the annual report you receive from the Fund. Try to keep pay vouchers, payroll check stubs and other evidence of your employment you may receive until you are sure you have been credited for that work.
5. ***Designate a Beneficiary.*** For the protection of the person or persons you want to receive the Plan's death benefits, be sure you have filed your designation of Beneficiary with the Fund Office. If your Beneficiary should die before you or if you want to change your Beneficiary for any other reason, you should file a new written designation of Beneficiary with the Fund Office.

6. ***Any questions? Ask the Fund Office.*** You should contact the Fund Office with any questions you have about the Annuity Plan and your rights and benefits under it. You should also contact the Fund Office regarding any disagreement or doubts you may have concerning your records. Remember, only information in writing signed on behalf of the Board of Trustees can be considered official.
7. ***A note about when you must receive your benefits.*** This Plan will begin paying benefits on the later of the April 1 of the calendar year following the calendar year in which you reach age 70½ or retire. Therefore, if the Trustees determine that you are either retired or no longer actively employed, you will be asked to complete an Annuity application and select the option under which you wish to be paid. If you do not make a selection within 60 days after notification, you will receive your benefit in the form of a 50% Joint and Survivor Annuity as explained on Page 12 of this Booklet.

**EMPLOYEE RETIREMENT INCOME  
SECURITY ACT OF 1974 (ERISA)**

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

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

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

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

<b>Union Trustees</b>	<b>Employer Trustees</b>
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 Avenue, Suite 400  
Metairie, LA 70002

Maria C. Cangemi, Esq.  
Robein, Urann & Lurye  
2540 Severn Avenue, Suite 400  
Metairie, LA 70002

5. The Employer Identification Number (EIN) assigned by the Internal Revenue Service to the Board of Trustees is 72-0545875. The Plan Number assigned by the Board of Trustees is 002.
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 that 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 benefits to covered participants and defraying reasonable operating expenses.

#### Financial Information:

8. Contribution Source:

All Contributions to the Plan are made by Employers in accordance with Collective Bargaining and Participation Agreements between various Employers and Local Union Number 106. Employers also make Contributions to the Plan on behalf of Employees who have entered into a Voluntary Wage Reduction Agreement.

The Collective Bargaining and Participation Agreements require Contributions to the Plan at a fixed rate per hour. The amount of Voluntary Wage Reduction Agreement Contributions is based upon elections made by Employees.

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

See the section entitled "Plan Documents and Reports" on Page 22 if you wish to obtain additional information about the Collective Bargaining and Participation 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 benefits are fully described in this Booklet.

10. Plan Regulations:

All of the types of benefits provided by the Plan are set forth in this Booklet. Complete terms of the benefits are set forth in the Plan's Amended and Restated Rules and Regulations.

## 11. Statement of ERISA Rights:

As a Participant in the Plumbers and Steamfitters Local No. 106 Annuity 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 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 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 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 Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Annuity Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your Employer, your Union or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining an Annuity Plan benefit or exercising your rights under ERISA..

If your application for an Annuity 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 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 Plan and do not receive them within thirty (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 one hundred ten dollars (\$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 an Annuity 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 Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or 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 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. Annuity Plan Application Procedure:

The procedures to follow for applying for an Annuity benefit are set forth on Page 1 of this Booklet. All applications for benefits must be submitted on forms made available by the Fund Office. Applications submitted must be accompanied by any information or proof requested and reasonably required by the Board of Trustees to process such applications.

#### 13. Review and Appeals Procedures:

An applicant who has received a notice that his Annuity application has been denied may request a review of the denied application within 60 days of receipt of the notice of denial. An applicant who has not received a decision on an Annuity application for benefits within 60 days (or 120 days in special circumstances) may request a review of his Annuity application. An applicant 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 Fund Office. The decision on the review will be made by the Board of Trustees.

The Board of Trustees shall make a decision on your request for review at its next regularly scheduled meeting. However, if the request is received less than 30 days before a meeting, the decision may be made at the second meeting following receipt of the request. If special circumstances require an extension of time for processing, a decision may be made at the third meeting following the date the request for a review is made. The decision of the Board of Trustees shall be in writing and shall include the specific reason/s for the decision and specific reference/s to Plan provisions on which the decision is based. If you request a review of a denied Annuity application, you will be notified of the approximate date you can expect to receive a decision.

The name and address of the Fund Office is:

**FUND OFFICE**

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

14. Plan Documents and Reports:

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

- A. Trust Agreement;
- B. Collective Bargaining Agreements, Participation Agreements and 401(k) 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 can arrange to examine these reports, during normal business hours, at your Local Union Office. To make such arrangements, 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.

This Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC).

**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 UNION NO. 106 ANNUITY FUND. 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 ANNUITY FUND**

**822 North Lakeshore Drive  
Lake Charles, LA 70601**

**BOARD OF TRUSTEES**

**Employer Trustees**

Mr. Curtis Fontenot  
Mr. Billy Foreman  
Mr. Mark Henning  
Mr. John B. Cole

**Union Trustees**

Mr. Garland Broussard  
Mr. J. D. Doucet  
Mr. Jack Hicks  
Mr. Michael Nunez

**ADMINISTRATIVE MANAGER**

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

**CONSULTANT AND ACTUARY**

The Segal Company  
6575 West Loop South, Suite 610  
Bellaire, TX 77401

**LEGAL COUNSEL**

Louis L. Robein, Jr., Esq.  
Maria C. Cangemi, Esq.  
Robein, Urann & Lurye  
2540 Severn Avenue, Suite 400  
Metairie, LA 70002

**PLUMBERS AND STEAMFITTERS LOCAL NO. 106 ANNUITY PLAN  
COLLECTIVELY BARGAINED EMPLOYEE  
VOLUNTARY EMPLOYEE SALARY REDUCTION AGREEMENT**

**INITIAL ENROLLMENT/CHANGE FORM SAMPLE**

**EMPLOYEE INFORMATION** (please print)

Name:		SS#:	
Address:			
City:		State:	Zip:
Date of Birth:	Local Union No.:	Employer:	

According to the terms and provisions of the Collective Bargaining Agreement, I enter into this Voluntary Employee Salary Reduction Agreement (“Agreement”) with \_\_\_\_\_ (my “Employer”).

**CONTRIBUTION ELECTION**

Effective \_\_\_\_\_, my Employer will reduce my hourly wage by (check the appropriate box, but to exceed the annual limit allowed by the IRS): **Circle Your Choice**

\$ \_\_\_\_\_ per week                      \_\_\_\_\_ per month

1. My Employer will contribute to the Plan on my behalf, the amount by which I have reduced my compensation under this Agreement (my “elective deferral contributions”). My elective deferral contributions are not subject to Federal or State income tax until distributed from the Plan, but they are subject to Social Security taxes.
2. This Agreement remains in effect until revoked by me. I may revoke my agreement at any time. I must notify my Employer of my revocation in writing by completing a new Agreement indicating an elective deferral contribution of \$0.00, specifying the effective date. I understand that a 7-day waiting period is required to start or revoke this Agreement (7 days before the pay period or 7 days after the pay period). If this Agreement is revoked, it will not be reinstated with my Employer until the following January 1 or July 1.
3. I may modify my Voluntary Employee Salary Reduction amount each January 1 and/or July 1 by filing a new Agreement with my Employer and the amount of my elective deferral contributions will be modified. I must file a new Agreement with each Employer.
4. If I enter a subsequent Agreement after the date of this Agreement, it will revoke this Agreement.
5. Current Plan design does not allow highly compensated Employees to participate.

**AUTHORIZATION**

My signature will serve as authorization for my Employer to make the elective deferral contributions indicated above.

\_\_\_\_\_  
EMPLOYEE’S SIGNATURE

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYER’S SIGNATURE

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

**PLUMBERS AND STEAMFITTERS LOCAL NO. 106 ANNUITY PLAN  
NON-BARGAINED EMPLOYEE  
VOLUNTARY EMPLOYEE SALARY REDUCTION AGREEMENT**

**INITIAL ENROLLMENT/CHANGE FORM SAMPLE**

**EMPLOYEE INFORMATION** (please print)

Name:		SS#:	
Address:			
City:	State:	Zip:	
Date of Birth:	Local Union No.:	Employer:	

According to the terms and provisions of the Non-Bargained Employee Participation Agreement, I enter into this Voluntary Employee Salary Reduction Agreement ("Agreement") with \_\_\_\_\_ (my "Employer").

**CONTRIBUTION ELECTION**

Effective \_\_\_\_\_, my Employer will reduce my hourly wage by (check the appropriate box, but to exceed the annual limit allowed by the IRS): **Circle Your Choice**

\$\_\_\_\_\_ per week                      \_\_\_\_\_ per month

1. My Employer will contribute to the Plan on my behalf, the amount by which I have reduced my compensation under this Agreement (my "elective deferral contributions"). My elective deferral contributions are not subject to Federal or State income tax until distributed from the Plan, but they are subject to Social Security taxes.
2. This Agreement remains in effect until revoked by me. I may revoke my agreement at any time. I must notify my Employer of my revocation in writing by completing a new Agreement indicating an elective deferral contribution of \$0.00, specifying the effective date. I understand that a 7-day waiting period is required to start or revoke this Agreement (7 days before the pay period or 7 days after the pay period). If this Agreement is revoked, it will not be reinstated with my Employer until the following January 1 or July 1.
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EMPLOYEE'S SIGNATURE

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DATE

\_\_\_\_\_  
EMPLOYER'S SIGNATURE

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

