

# SUMMARY PLAN DESCRIPTION

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# SUMMARY PLAN DESCRIPTION

## PLUMBERS & PIPEFITTERS NATIONAL PENSION PLAN

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### I. ABOUT THE NATIONAL PENSION PLAN

The Plumbers & Pipefitters National Pension Plan was established to provide retirement benefits for employees who are represented for the purposes of collective bargaining by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry (United Association) or by a United Association Local Union or District Council.

It is a Taft-Hartley, multiemployer defined benefit pension plan.

#### Some Interesting Statistics

As of June 30, 2007:

- More than 95,000 participants are earning pension benefits or are qualified to receive pensions from the National Pension Plan.
- More than 39,600 retirees and beneficiaries are already receiving pensions.
- More than 5,200 employers nationwide contribute to the National Pension Plan.
- The Plan has assets of over \$5 billion.

As a participant of the Plan, you can look forward to receiving a benefit at retirement once you meet the requirements for a pension. Along with Social Security and personal savings, the National Pension Plan can provide you with a solid financial foundation at retirement.

***You do not make any contributions to the National Pension Plan and you do not bear the risk of its investments. The National Pension Plan is financed entirely by employer contributions negotiated during collective bargaining, plus investment income.***

#### Other General Information

The Plan includes many jurisdictions throughout the United States, but not all jurisdictions choose to participate in the Plan. Bargaining units are allowed to

join at different times, and their contribution rates vary.

A current listing of participating groups is available at [www.ppnpf.org](http://www.ppnpf.org). A listing of groups participating in the Plan is also published annually in the Summary Annual Report which is mailed to all participants. You may also contact the Fund office for a complete listing.

The Board of Trustees is required to protect the actuarial soundness of the Plan. Groups seeking participation in the Plan are reviewed by the actuaries for the Fund, and a determination is made of their basis for participation. Some groups, therefore, have benefit levels different from those noted in this Summary Plan Description (SPD).

A listing of groups participating on a non-standard basis is available at [www.ppnpf.org](http://www.ppnpf.org). This list is also published annually in the Summary Annual Report, which is mailed to all participants. If you are uncertain about whether or not your group has the benefits as noted in this SPD, contact the Fund office using the information on the letterhead on page i.

The provisions of the Plan described in this SPD generally apply to currently active participants. If you are not an active participant, a prior version of this booklet may apply to you. Copies may be obtained by making a written request to the Fund office.

#### Highlights of the National Pension Plan

- Your eligibility for a pension from this Plan, and the amount of the benefit you will receive at retirement, depend on how much time you work for contributing employers, your age at retirement, and the contribution rates made on your behalf.
- As a participant in this Plan, you earn two types of credit while you are working for a contributing employer: ***pension credit***, which can either be future service credit or past service credit, and ***vesting credit***.
- You earn ***future service credit*** for time you work while your employer is obligated to make contribu-

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tions to the Fund on your behalf. You may also be entitled to **past service credit** for time you worked before your employer became obligated to make contributions on your behalf.

- You earn one year of **vesting service** for any calendar year you work at least 870 hours while your employer is making contributions to the Fund on your behalf.
- You earn a non-forfeitable right to a pension from the Plan — that is, you become **vested** — when you have five years of vesting service and you work at least one hour in covered employment July 1, 1998 or later. There are also other ways you can become vested. See page 12 for details.
- You can retire on a **normal pension** at age 65 provided you have five years of pension credit, which includes at least 1500 hours of work in covered employment after your contribution date.
- You're eligible to receive an **early retirement pension** as early as age 55 with five or more years of pension credit, which includes at least 1500 hours of work in covered employment after your contribution date. Benefits will be reduced for each month you are under age 62.
- If you become totally and permanently disabled while working, you may be eligible for a **disability pension** at any age, with no early retirement reduction.
- **Portability and reciprocity** allows you to maintain your vested pension benefits and continue to earn additional benefits when you change employment and work for most other United Association employers.
- The Plan pays **monthly pension benefits for your lifetime**. Certain forms of payment under the Plan provide benefits to your spouse or beneficiary upon your death.
- If you die before you retire, your spouse or other beneficiary may be entitled to **pre-retirement death benefits**.

See the Table of Contents to find more information on these and other details of the National Pension Plan.

## Plan Administration

The Pension Fund is administered by a joint Board of Trustees consisting of equal representation by the United Association and the contributing employers. The Trustees hire a Fund Administrator who employs

an office staff to maintain records, issue benefit payments and handle day-to-day administrative tasks. The names of the Trustees and Fund Administrator can be found on page 34.

## Effective Date

This SPD includes amendments to the Plan through June 2007. It generally applies to covered employees who are currently active. Throughout this document you will see different effective dates for various provisions of the Plan. Some changes were the result of the passage of laws. Others were made by the Trustees as they continually review the Plan's fiscal status and the needs of Plan participants. Therefore, if you have stopped working, the provisions of the Plan that determine your benefits may be different from those in this document.

The National Pension Plan was last restated as of January 1, 1984. If you were not already receiving benefits on that date and you worked at least 300 hours in covered employment in a calendar year after January 1, 1981, you are covered by the provisions of the restated Plan. If you do not meet those requirements, you are covered by the provisions of the Plan in effect at the time of your last employment under the Plan before January 1, 1984.

To learn more about the National Pension Plan, visit our website at [www.ppnpf.org](http://www.ppnpf.org).

**As you get closer to retirement, you may want more specific information about the amount of your benefit and the options available to you. If you have questions after reading this SPD, please contact the Fund office using the information shown on the letterhead on page i.**

## II. WHO CAN PARTICIPATE IN THE NATIONAL PENSION PLAN?

You can participate in the National Pension Plan if you meet all three of the following conditions:

- You are represented for the purpose of collective bargaining by the United Association and your jurisdiction has chosen to be covered by the Plan.
- Your employer has agreed in writing to make contributions to the Plan on your behalf.

- Your employer is accepted, in writing, as a contributing employer by the Board of Trustees.

### Special Arrangements for Employees Not Under a Collective Bargaining Agreement

In general, the Plan covers only employees who are working under a collective bargaining agreement.

Some exceptions do apply. You may be eligible to participate in the Plan if you:

- Work as a full-time officer or employee of a sponsoring local union or district council. Other fringe benefit funds and entities associated with sponsoring local unions may be accepted by the Board of Trustees for the participation of their full-time employees.
- Are an employee of a contributing employer and you are not working under a collective bargaining agreement but a separate agreement requiring contributions to the Fund on your behalf. Special terms and conditions for coverage of such participants who are owners, and other similarly situated employees, are set forth in a separate booklet entitled “Guidelines for Employer Participation.”
- Were previously covered by the Plan as a member of a bargaining unit, are currently employed by a contributing employer or a participating local union, and contributions to the Fund on your behalf are required under the terms of a collective bargaining agreement or other written agreement. If you are working for a contractor, you must still spend the majority of your time working at the trade. This arrangement took effect July 1, 1994.

## III. WHEN DO YOU BECOME A PLAN PARTICIPANT?

You become a participant in this Plan on the January 1st or July 1st after you work in **covered employment** for at least 870 hours in 12 consecutive months. Once you become a participant, those hours will count toward eligibility for a benefit from the Plan.

### Covered Employment

**Covered employment** is generally considered work in a job category covered by a collective bargaining agreement, or other written agreement, which requires your employer to make contributions to the Na-

tional Pension Fund. Please refer to the previous section for more details about who may participate in the Plan.

If you serve a period of qualified military service, you will be treated as if you are working in covered employment, to the extent required by the Uniformed Services Employment and Reemployment Rights Act (USERRA) or earlier statutes. Verification of your military service — such as a copy of your military discharge — will be requested during pension processing.

### Hours of Work

An hour of work is each hour for which you are paid or entitled to be paid for the performance of duties for a contributing employer, plus any other hours for which your employer is required to contribute to the Plan on your behalf.

For example: Joe begins work in covered employment on October 1, 2007. By September 30, 2008 (12 consecutive months later), Joe has met the 870 hours requirement. Joe will become a participant in the Plan on January 1, 2009. Once he becomes a participant, the 870 hours he has worked will count toward eligibility for a benefit from the Plan.

## IV. HOW DOES THE TIME YOU WORK COUNT?

Your working time counts in several important ways. It determines when you become entitled to receive a pension from the Plan. It also helps to determine the type and the amount of your pension.

Your working time is counted in two distinct ways: pension credit and vesting service.

### Pension Credit

You earn pension credit while you are working in a job category covered by a collective bargaining agreement or other participating agreement for an employer who makes contributions to the Fund on your behalf.

You do not earn pension credit when you work for an employer that does not contribute to the Fund. However, when there is a reciprocal agreement between a local pension plan and the National Pension Plan, employer contributions may be transferred to the National Pension Plan on your behalf and you will receive

pension credit. For more information on reciprocal agreements, see page 10.

There are two basic types of pension credit — future service credit and past service credit.

### **Future Service Credit**

Future service credit is pension credit you earn after your contribution date — in other words, credit you earn for covered employment after your employer begins contributing to the Plan.

The amount of future service credit you earn is based upon the number of hours you work in covered employment each calendar year as shown in the following table.

<b>Hours of Service in Calendar Years Beginning in 2000 for which Contributions are Required to be Made on your Behalf</b>	<b>Years of Future Service Credit</b>
2100 Hours or More	1.2
1,800-2,099	1.1
1,500-1,799	1.0
1,350-1,499	0.9
1,200-1,349	0.8
1,050-1,199	0.7
900-1,049	0.6
750-899	0.5
600-749	0.4
450-599	0.3
300-449	0.2
150-299	0.1
Fewer than 150	0

For calendar years before 1999, you could earn a maximum of one year of future service credit. For calendar year 1999, you could earn a maximum of 1.1 years of future service credit.

### **Determining Your Contribution Date**

Your **contribution date** is the date that your first contributing employer, in the jurisdiction of your home local union, was first obligated to make contributions to the National Pension Plan.

**This date is generally the date your home local began its participation in the National Pension Plan.**

However, if your first contributing employer first began making contributions to the National Pension Plan after the date that your home local began participation in the Plan, then your contribution date will be the date that your first contributing employer was first required to contribute to the Plan.

### **Other rules may apply, as follows.**

For example, if your first contributing employer in your bargaining unit first began making contributions to the National Pension Plan under a special agreement signed after the date that your home local began participation in the Plan, then your contribution date will be the date that your first contributing employer was required to contribute to the Plan under the special agreement.

Or, if you traveled to another participating jurisdiction before your home bargaining unit joined the National Pension Plan, and at least 870 hours of contributions were made to the Plan on your behalf in a 12 consecutive month period, then your contribution date in the other jurisdiction will be used. However, this earlier date will not be used if it causes you to have a permanent break in service resulting in less total pension credit or loss of eligibility for benefits, or if it results in a separation and a reduction in the value of your accrued benefits.

See page 12 for more information on a permanent break in service and page 14 for more information on a separation.

### **Past Service Credit**

Past service credit is pension credit earned before your contribution date. It is credit for the performance of work for your employer in a job category subsequently covered by the Plan, before the employer was required to make contributions to the Plan in that local union.

### **Eligibility for Past Service Credit**

You may be eligible for past service credit if you were actively employed in a bargaining unit's jurisdiction when the unit began to participate in the National Pension Plan, and if you had been employed, on a fairly regular basis, in the bargaining unit's jurisdiction before contributions began.

Past service credit is also available to employees of employers that are new signers of a collective bargaining agreement that requires contributions to the National Pension Plan. If this applies to you, you will

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receive past service credit for work you did for this employer before the effective date of the collective bargaining agreement, if such work is now covered by the National Pension Plan.

***If Your Contribution Date is on or After January 1, 2000***

If your contribution date is on or after January 1, 2000, you must earn at least five years of future service credit or five years of vesting service to be eligible for past service credit.

***If Your Contribution Date is Before January 1, 2000***

If your contribution date is before January 1, 2000, your eligibility for past service credit is determined by a “five-year test rule.”

This test requires that you worked in any local union’s jurisdiction affiliated with the United Association, in a job category covered by a collective bargaining agreement, for at least 2250 hours during the five calendar years before your contribution date.

There are a few exceptions to this rule:

- If, during this five-year period, you were unable to work because of an illness or disability as established to the satisfaction of the Trustees, the 2250 hours requirement is reduced to 1000 hours.
- If you left a job category covered by a collective bargaining agreement to enter military service that specifically prevented you from meeting the five-year test rule, the rule is waived.
- If you earn at least five years of future service credit, the five-year test is also waived.

***Additional Past Service Credit Rules***

There are additional ways you may be eligible for past service credit.

- Work for employers that went out of business or that no longer employ anyone in your jurisdiction may count toward past service credit if there is satisfactory evidence that the employment was covered by a collective bargaining agreement of a local union that has negotiated contributions to the Fund.
- For all pension applications not finally acted upon as of February 24, 1999, past service credit may be granted for hours of contributions reciprocated to a

local union pension plan when that local union subsequently begins participation in this Plan.

- If you have at least one hour of service on or after January 1, 1999, past service will be granted for work for a former contributing employer that restarts participation in the Plan. You will receive no more than five years of past service credit for the period between the employer stopping and restarting participation. In order to receive this additional past service credit, you must earn at least five years of vesting service or five years of future service credit after the employer restarts participation in the Plan.
- If your pension application is finally acted upon on or after September 16, 2003, and you were employed by an employer that went out of business before completing the collective bargaining process, or you were employed by a federal government contractor and remain on the job under a new contractor that is a contributing employer, you may be granted past service credit if you otherwise meet the requirements for past service credit.

Past service credit is not granted for employment in local union jurisdictions that do not participate in the National Pension Plan. Even if an away-from-home local pension fund subsequently signs a reciprocal agreement with the National Pension Plan, past service credit is not granted for earlier employment with employers in that jurisdiction.

Lastly, if your bargaining unit’s contribution rate is reduced, or if its contributions to the Plan are discontinued, the amount of your past service credit may be reduced or eliminated to protect the financial and actuarial soundness of the Plan. Such cancellations of past service credit can reduce the amount of your benefit, but will not affect your eligibility for a benefit.

***Earning Past Service Credit after Your Contribution Date and Past and Future Service Credit in the Same Year***

It is possible to earn past service credit for periods of employment after your contribution date if you are working in a job category covered by a collective bargaining agreement of a local union that subsequently negotiates contributions to this Fund before your pension effective date.

You may earn past and future service credit in the same year. For calendar years before 1999, you can earn a maximum of one year of pension credit from a combination of future service credit and past service credit.

For calendar year 1999, you can earn a maximum of 1.1 years of pension credit from a combination of future service credit and past service credit. And for calendar years beginning in 2000, you can earn a maximum of 1.2 years of pension credit from a combination of future service credit and past service credit.

### **How to Calculate Your Past Service Credit**

In general, you earn one year of past service credit for any calendar year during which you worked at least 750 hours with an employer or employers that later agreed to contribute to the National Pension Plan. One-half credit is granted for at least 375 hours of such work.

The maximum years of past service credit you can earn depends upon your contribution date as shown in the following table.

<b>Contribution Date</b>	<b>Maximum Years of Past Service Credit</b>
Before 1/1/1980	24
1/1/1980-12/31/1982	20
1/1/1983-12/31/1985	15
1/1/1986-12/31/1999	10
On or after 1/1/2000	5

The maximum past service credit you can earn for all re-participating contributing employers and all new contributing employers with contribution dates on or after January 1, 2000 is five years.

The maximum past service credit for a local union, or a special group, may be lower than what is noted above based upon an actuarial study performed at the time participation begins in the National Pension Plan.

Each year, the Trustees publish a listing of local unions and special groups that do not have the standard level of past service credit. That list can be found at [www.ppnpf.org](http://www.ppnpf.org). This list is also available in the Summary Annual Report published each year, and from the Fund office.

You will need to verify your past service credit by providing your employment history to the Fund office as soon as possible after you begin participation in the National Pension Plan. See page 29 for details on how to do this.

## **When You Travel**

Determining the pension credits and benefit amounts for participants who travel from one jurisdiction to another can be complex. However, a set of rules and procedures has been developed to handle various situations.

### **Credit for Work in a Jurisdiction that does not Participate in the National Pension Fund**

The National Pension Fund has entered into a national “money-follows-the-man” reciprocal agreement which requires away-from-home pension funds to forward to the National Pension Fund employer contributions made for hours worked by travelers from National Pension Fund jurisdictions.

The hours associated with contributions received by the National Pension Fund under reciprocal agreements count toward years of future service credit and vesting service.

Unless there is a reciprocal agreement that applies to both the National Pension Plan and the other retirement plan at the time you are working away from home, you cannot earn pension credit under the National Pension Plan when you travel to a non-participating jurisdiction.

Work in another jurisdiction before a reciprocal agreement was effective does not count for pension credit under the National Pension Plan. Such work will not be counted toward having a **permanent break in service** under the National Pension Plan, provided the away-from-home fund remains bound to a reciprocal agreement with the National Pension Fund. However, such work will be counted toward having a **separation** under the National Pension Plan.

Information on current reciprocal agreements may be obtained from the Fund office. A current listing of local retirement funds signed to the “money-follows-the-man” reciprocal agreement with the National Pension Fund can be found at [www.ppnpf.org](http://www.ppnpf.org).

### **Travel to another Jurisdiction that Participates in the National Pension Fund**

When you travel to a jurisdiction and work for an employer that is required to contribute to the National Pension Fund, you will continue to earn pension credit as if you were working at home although it may be valued at a different level.

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### ***Pension Credit and Benefit Accruals for Travel Work***

There are special rules which govern how contributions are credited when your away from home employer has a rate that differs from the contribution rate in your home local during a period in which you travel. The rules apply whether or not the visited jurisdiction participates in the National Pension Fund.

These rules also apply when you change employment categories under your home local collective bargaining agreement or when you work under different collective bargaining agreements in your home local's jurisdiction.

In general, when this happens, your pension credit and benefit rate are treated as follows:

- Your pension credit will be based on all of your hours of employment up to the maximums allowed for future service credit, for past service credit, and for both in the same year.
- For your hours of employment before 2005, your benefit will be based on a ***weighted average*** of the different contribution rates. For your hours of employment after 2004, your benefit will be based simply on the different rates of contribution. For 2006 and later, it will also depend upon whether or not your home local and visited local have made the 25% contribution rate increase. Refer to page 14 for more information on how to determine the contribution rate upon which your pension benefit will be based and see above for how pension accruals are valued for travelers.

### ***Optional Pro Rata/Partial Pension Addenda to the Money-Follows-the-Man Reciprocal Agreement***

The National Pension Plan provides for optional pro rata/partial pension addenda to the Fund's standard money-follows-the-man reciprocal agreements. Funds that are signed to the pro rata/partial pension addenda are called related plans.

These optional addenda cover the few situations that basic money-follows-the-man reciprocity does not fully address. The addenda apply after all money-follows-the-man reciprocity has been made.

The optional addenda may be helpful if, before you are vested in your original home fund, you move to a new home fund because of a transfer in local union membership or a change in trade or division classification. Likewise, whether or not you are vested in your original home fund, and move to a new home fund because of a transfer in local union membership

or a change in trade or division classification, the pro rata/partial pension may help you if you do not accrue sufficient pension credit in your new home fund.

Under the optional addenda, the combined hours credited in both of the funds are recognized by each of the funds for purposes of vesting, curing breaks-in-service, and benefit eligibility. However, the amount of benefits paid by each fund is based solely on the hours retained in each fund. See page 19 for more information about the National Pension Pro Rata/Partial Pension. For information about a pro rata/partial pension from a related plan, you will need to contact that plan directly. Information on funds covered by the optional pro rata/partial pension addenda may be obtained from the Fund office. Listings of local funds signatory to a pro rata/partial pension addendum to the money-follows-the-man reciprocal agreement may be found at [www.ppnpf.org](http://www.ppnpf.org).

### ***Cross-Border Travelers working in the United States or Canada***

Effective October 1, 2004, the Plumbers and Pipefitters National Pension Fund is the home U.S. pension fund for Canadians working in the United States. Hourly contributions and reciprocity payments received by the National Pension Fund on behalf of Canadian travelers working in the United States are being retained by the National Pension Fund.

Canadian travelers will then be subject to the pro rata/partial pension rules of the National Pension Fund, under which hours worked in related plans in Canada count towards eligibility for a monthly benefit under the National Pension Plan. However, in determining the amount of such partial pensions, only the credit earned under the National Pension Plan counts.

U.S. participants working in Canada are being treated similarly under the related plan in Canada (UA Canadian Pipeline Industry National Pension Fund). National Pension Fund participants who worked in Canada and who have pension credit in the UA Canadian Pipeline Industry National Pension Fund will need to apply for a pro rata/partial pension benefit from that Fund at the time of retirement (a minimum of 150 hours must be worked under each plan for the pro rata/partial pension rules to apply).

### ***Vesting Service***

You earn a year of vesting service for any calendar year during which you work at least 870 hours in covered employment. Vesting service can only be earned after your contribution date.

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Vesting service is used to determine your non-forfeitable right to a benefit and eligibility for a vested pension. See page 18 for more information on a vested pension. It is possible to earn a year of vesting service while only earning a portion of a year of future service credit.

For example: David worked exactly 900 hours every year for the 10 years after his contribution date. He earned one year of vesting service each year, but only six-tenths (.6) of a year of future service credit each year. As a result, he has 10 years of vesting service but only six years of future service credit.

Continuous Service is another way in which you can earn vesting service under the National Pension Plan. If you work for a contributing employer in a job classification not covered by this Plan and such work is continuous with work in a job category covered by the Plan, your hours of work performed in the non-covered job on or after January 1, 1976 will count toward vesting service under this Plan. However, this work will not count toward your years of pension credit.

Vesting service can also be earned under the terms of the optional pro rata/partial pension addendum to the money-follows-the-man reciprocal agreement for work under a related plan.

### ***When you are Vested in the Plan***

You are vested in the Plan if you work at least one hour in covered employment on or after July 1, 1998 and you earn a total of at least five years of vesting service.

If you do not meet this requirement, you may still become vested if you meet any one of the following:

- Earn at least 10 years of vesting service
- Reach normal retirement age with any future service credit
- Meet the requirements for a deferred pension (see page 18)
- Earn at least five years of vesting service, at least one of which is earned in 1989 or later, while working in covered employment that is not covered by a collective bargaining agreement.

Once you are vested:

- You are entitled to a vested pension at ***normal retirement age***
- You will never subsequently have a permanent break in service, as described below and

- Your service will never be canceled.

## **Normal Retirement Age**

If you work at least one hour in covered employment on or after January 1, 1988, ***normal retirement age*** is age 65 or the fifth anniversary of your participation in the Plan, whichever is later.

If you do not work at least one hour in covered employment on or after January 1, 1988, ***normal retirement age*** is age 65 or the tenth anniversary of your participation in the Plan, whichever is later.

## **V. WHEN CAN YOU LOSE PENSION CREDIT AND VESTING SERVICE?**

### **Permanent Break in Service**

You can lose your vesting service and pension credit if you have a permanent break in service. However, once you are vested (see above), you cannot lose your vesting service, pension credit or your right to a pension from the National Pension Plan.

Also, effective October 8, 1999, even if you have a permanent break in service, your most recent break in service will be waived if you return to covered employment and earn at least five years of vesting service or five years of future service credit with at least one hour on or after January 1, 1999. Any pension credit lost because of that break in service, including past service credit and future service credit, will be restored. You may, however, still have a separation. See page 14.

*When you have a Permanent Break in service:*

***After June 1998***, you have a permanent break in service if you have four years or less of vesting service and then have five consecutive years in which you work less than 150 hours in each year. This rule applies only if you have one or more hours of work after July 1, 1998 and did not have a permanent break in service before July 1, 1998.

***From 1984 through June 1998***, you had a permanent break in service if you:

- Had five or fewer years of vesting service and then had five consecutive years in which you worked less than 150 hours, or

- Had between six and nine years of vesting service and then failed to work 150 hours for the consecutive number of years that equaled or exceeded your years of vesting service.

This rule applies only if you did not have a permanent break in service before 1985.

**From 1976 through 1984**, you had a permanent break in service if you:

- Had three or fewer years of vesting service and then had three or more consecutive calendar years in which you worked less than 150 hours, or
- Had between four and nine years of vesting service and then failed to work 150 hours for the consecutive number of years that equaled or exceeded your years of vesting service.

**Before 1976**, but after your contribution date, you had a permanent break in service if you did not earn at least three-tenths (.3) of a year of pension credit (450 hours in covered employment) in three consecutive calendar years.

Under the provisions of the Plan in effect before July 1, 1976, it was possible to have a permanent break in service before your contribution date and to lose some or all past service credit if you did not earn at least one year of pension credit in any three consecutive calendar years during this period.

This rule does not apply if:

- You had not retired as of July 1, 1976
- You worked in covered employment after July 1, 1976, and
- You earned at least two-tenths (.2) of a year of pension credit in either 1975 or 1976.

If this rule may apply to you, refer to the Plan in effect before 1976 or contact the Fund office. You may get a copy by making a written request to the Fund office.

## Exceptions to the Break in Service Rules

A one-year break in service occurs when you work less than 150 hours in a calendar year. You will not have a one-year break in service during any periods when:

- You are working for a contributing employer in a job classification not covered by this Plan which is continuous with work in covered employment for the same employer.

- You are totally disabled to the satisfaction of the Trustees. This period of disability may be counted as hours of work to determine whether you have had a one-year break in service.

- You are serving in the military. This period of time may be counted as hours of work to determine whether there has been a one-year break in service. Pension credit will be granted for military service according to federal law.

- Past service credit can be granted after your contribution date for employment covered by a collective bargaining agreement in a local union jurisdiction for employers who subsequently become contributing employers.

- You are employed in the jurisdiction of local unions that subsequently become signatory to a money-follows-the-man reciprocal agreement.

- You have hours of future service covered by an optional pro rata/partial pension addendum to the money-follows-the-man reciprocal agreement.

- You are employed by a non-participating public or quasi public employer that is signatory to a collective bargaining agreement between the employer and a local union participating in this Fund, provided that such government employment is for an employer who contributes only to a government pension plan.

- You are employed by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

You may be credited with up to 501 hours of work if you are on an unpaid leave due to your pregnancy, the birth or adoption of a child or care of a newborn or newly adopted child. These hours of service are credited in the calendar year your absence begins, if needed to prevent you from having a one-year break in service. Otherwise, they are credited in the following year.

Authorized periods of family and medical leave will not count as a one-year break in service, to the extent required by the Family and Medical Leave Act (FMLA).

When you meet the age and service requirements for a normal or early retirement pension, you cannot have a permanent break in service unless your absence from covered employment is due to work in disqualifying employment before you retire.

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## VI. WHEN DO YOU HAVE A SEPARATION FROM COVERED EMPLOYMENT?

A separation is **NOT** the same as a permanent break in service. You can incur a separation without incurring a permanent break in service.

You will have a separation from covered employment on the last day you work that is followed by five consecutive calendar years in which you do not earn at least one-tenth (.1) of a year of future service credit.

This will happen even if you do not subsequently have a permanent break in service (see page 12).

A permanent break in service cancels previously earned credit. On the other hand, when you have a separation, you retain the credit you earned, but the benefit you earned before and after the separation are valued separately.

Your benefits before the separation will be determined under the terms of the Plan at the time your separation began.

If you later return to covered employment, you may earn additional benefits under the terms of the Plan then in effect, but only for the periods of employment after your return.

If your pension is effective on or after January 1, 2006, and you have at least one hour of work in 2006 or later, the five-year period resulting in a separation will be extended up to seven years for a period of complete and continuous unemployment due to an on-the-job injury followed by a return to work during which you earn at least one year of future service credit.

## VII. FACTORS THAT IMPACT THE AMOUNT OF YOUR PENSION

The amount of your pension is generally based upon your:

- Contribution rates while you participate in the Plan
- Total years of pension credit (the sum of your past and future service credit)
- Age on the effective date of your pension, and
- The applicable benefit schedules.

## Contribution Rate

Your contribution rate is usually the hourly rate at which your employer is obligated to contribute to the National Pension Plan under the terms of the applicable collective bargaining agreement.

There are exceptions. Part of the contribution rate may be “set aside” and not used for benefit accrual purposes for certain non-standard locals or groups, or for locals that have adopted enhanced early retirement benefits (see page 17).

If you work in another jurisdiction covered by the money-follows-the-man reciprocal agreement, the contribution rate to the National Pension Fund under the reciprocal agreement may be more or less than the rate stipulated in your home collective bargaining agreement.

For credit and benefits earned **before January 1, 2005** the contribution rate used to calculate your benefit for all credited service is generally the highest rate under which you worked, provided you worked at least 1500 hours in covered employment at that rate. See the weighted average contribution rate section on page 14 for some exceptions to this general rule.

Credit and benefits earned **on and after January 1, 2005** are based on the contribution rate in effect when they are earned. In order for a specific contribution rate to apply, you must have at least one-tenth (.1) of a pension credit at that rate (150 hours of work in covered employment in a calendar year).

If your initial contribution date is on or after January 1, 2005, all past service credit you earn will be valued at the first contribution rate of your first contributing employer in the jurisdiction of your then home local union group.

## Weighted Average Contribution Rate

Before January 2005, there were special contribution rate rules if you:

- Worked in differing job categories
- Worked under special collective bargaining agreements in your home local’s jurisdiction, or
- Traveled to other local jurisdictions.

If you worked for contributing employers within the jurisdiction of your home local union at differing contribution rates because you changed job categories, these differing rates will be treated as if you had worked in more than one jurisdiction as described below.

If work in your home local jurisdiction was performed under one or more special agreements, those special agreement rates will also be treated as if you had worked in more than one jurisdiction as described below. Furthermore, if a majority of the work in your home local jurisdiction was performed under a special agreement, the special agreement rate will be treated as your home local contribution rate.

If you have worked in more than one participating jurisdiction or in jurisdictions covered by pension plans having reciprocal agreements with this Plan, and you earned at least one year of future service credit in more than one of those jurisdictions, a **weighted average contribution rate** will be used in determining your pension amount.

The **weighted average contribution rate** will be based on the contribution rates in effect within the jurisdictions you have worked, including those under reciprocal agreements.

When local unions are merged, the predecessor local unions are considered to be the same as the subsequent local union. Whenever a home local union is merged with or consolidated into another local union and the new local union has a lower contribution rate, all participants retiring after the merger or consolidation will have their benefits calculated on the basis of a weighted average contribution rate until the new local union's contribution rate equals or exceeds the contribution rate of the prior home local union.

For purposes of calculating a weighted average contribution rate for work in covered employment before January 2005:

- Work **after** your contribution date in any jurisdiction will be credited at the highest rate at which you earned at least 1500 hours in covered employment, but not more than the contribution rate in effect on December 31, 2004 in each such jurisdiction; and
- Work **before** your contribution date will be credited at the highest rate at which you earned at least 1500 hours in covered employment **after** your contribution date, but not more than the contribution rate in effect on December 31, 2004 in the local union of which you were a member on your contribution date.

The following is a weighted average contribution rate calculation example:

Don Smith worked for Contractor A under a special agreement in his home local's jurisdiction from 1965-

1983. As of July 1982, that contractor became obligated to contribute to the National Pension Fund under that special agreement at a \$.70 per hour contribution rate.

Don's employment was in a job classification covered under the special agreement (his home local) for the entire time he was employed by Contractor A.

From 1988-2004, Don went to work for Contractor B under the regular agreement in his home local at a \$2.00 per hour contribution rate. He worked 1500 hours in covered employment with Contractor B after his contribution date at the \$2.00 per hour contribution rate.

Don has 5.5 years of future service credit at the \$.70 per hour rate under the special agreement and 16 years of future service credit at the \$2.00 per hour rate under the regular agreement. His years of past service credit are valued at \$.70 per hour, which was the contribution rate in effect on the effective date of his pension in the local union (special agreement) of which he was a member on his contribution date.

Although Don could have been credited with 23.5 years of past service credit and 21.5 years of future service credit, the Plan provides its maximum benefit based on the 35 years of pension credit that results in the highest benefit.

Therefore, Don's weighted average contribution rate will be calculated on the basis of 13.5 years of past service credit and 21.5 years of future service credit as follows:

13.5 years of past service credit		
times \$.70	=	\$ 9.45
5.5 years of future service credit		
times \$.70	=	\$ 3.85
16.0 years of future service credit		
times \$2.00	=	<u>\$32.00</u>
35.0 years of pension credit		\$45.30
\$45.30 ÷ 35.0 years of pension credit	=	\$ 1.29

Don's weighted average contribution rate of \$1.29 would be used to determine the amount of his pension for his 35 years of pension credit which was earned before 2005.

### **Rate Reductions**

If, before January 2005, your home local ever decreased the hourly rate of contributions to the Fund,

all years of future service credit after the rate reduction are valued using the contribution rates in effect when the future service credit was earned.

For all calendar years beginning with 2005, all years of future service credit are valued on the basis of the rates in effect when the future service credit is earned except if a bargaining unit reduces its contribution rate on, or after January 1, 2005, the schedule of benefits for that group will not be increased, even if the Trustees give such an increase to other bargaining units. Benefit levels may be subject to further reduction based on an actuarial study of the bargaining unit. Once Benefit Schedule C or D is in effect (see pages 41 and 42), any reduction in the contribution rate under a collective bargaining agreement or other participation agreement will result in the application of Schedule B (see page 40) to all pension credit earned under that agreement from that point forward.

## Pension Credit

The amount of your pension also depends in part on the amount of pension credit you have earned under the Plan. ***A maximum of 35 years of pension credit will be used in calculating your pension.***

If your actual pension credit is more than 35 years, your pension is based on the total of the 35 years that result in the highest benefit.

If you earn at least one hour of service on or after July 1, 1998, you will be entitled to a pension if you have five years of pension credit.

If you do not earn at least one hour of service on or after July 1, 1998, you will be entitled to a pension if you have ten years of pension credit.

## Age at Retirement

The amount of your pension also depends in part on your age at retirement. There is no reduction in benefits if you retire at age 62 or later. However, your pension is reduced because of your age if you retire between ages 55 and 62. The earliest retirement age for a pension under the Plan is 55. However, disability retirement benefits can begin sooner.

## Benefit Schedule(s)

The amount of your pension also depends in part upon the applicable benefit schedules used to compute your benefit.

Prior to 2005, various benefit schedules were in effect. If you never incurred a separation in the plan and were a non retired active Participant as of December 31, 2004, Schedule A generally applies for all of your pre 2005 pension credit. Other benefit schedules apply for work in 2005 and later. Please see page 20 for more information on benefit schedules in the section about computing a Normal Pension.

## VIII. WHEN ARE YOU ELIGIBLE TO RECEIVE A BENEFIT FROM THE PLAN?

Eligibility for a pension is generally based upon your pension credit and your age. You must also generally work at least 1500 hours in covered employment after your contribution date.

The Plan provides the following types of pensions:

- Normal
- Early
- Vested
- Deferred
- Disability
- Pro Rata/Partial

If you meet the requirements for more than one type of pension you will be paid the type of pension which gives you the greater benefit.

In addition, some groups in the National Pension Plan participate in a program for ***enhanced early retirement benefits***. Currently two groups, Local Union 136 (Evansville, IN) and Local Union 565 (Parkersburg, WV) participate in this program. For more information on these benefits, see page 17.

## Normal Pension

You are eligible for a normal pension if you:

- Have at least five years of pension credit
- Are age 65 or older, and
- Worked a minimum of 1500 hours in covered employment after your contribution date.

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## Early Retirement Pension

You are eligible for an early retirement pension if you:

- Have at least five years of pension credit
- Are at least age 55 but not yet 65, and
- Worked a minimum of 1500 hours in covered employment after your contribution date.

Although a Normal Pension is payable at age 65, there is no early retirement age reduction for the Early Retirement Pension between the ages of 62 and 65. A pension unreduced for age is payable at age 62.

## Enhanced Early Retirement Benefits

Enhanced early retirement benefits apply to you if the parties to your collective bargaining agreement have negotiated for such benefits and if your group has been accepted into the program.

Only one of the following two approaches applies to each accepted group:

**35 and Out Unreduced Pension.** If your group elected this approach, you are entitled to retire on an unreduced early retirement pension at any age after you earn at least 35 years of pension credit.

**Rule of 85 Unreduced Pension.** If your group elected this approach, you are entitled to retire on an unreduced early retirement pension, beginning as early as age 55, when the sum of your age and your years of pension credit totals at least 85.

Your pension amount under either of these approaches will be the same as the normal pension to which you would be otherwise entitled at age 65 based on the credit you have when your pension starts.

### ***Permanent Contribution Rate Set Aside***

For a group to be accepted into the program for enhanced early retirement benefits, the applicable collective bargaining agreement must have a base contribution rate to the National Pension Fund of at least \$1.10 per hour for the twelve months before the effective date of the program for the group.

Once the group's application for the program is approved, the group's base contribution rate in the collective bargaining agreement must then be increased by the applicable percentage set-aside established by the Trustees for the type of unreduced pension elected by that group.

Effective July 1, 2002, the required percentages applied by the Trustees are set at 25% for the 35 and Out Unreduced Pension, and 37% for the Rule of 85 Unreduced Pension. The amount of the required increase is permanently set aside and will never be used in determining pension amounts for anyone retiring from the group in the future. In addition, the same percentage is applied to all future contribution rate increases for the group and the resulting amounts become a part of the permanent set-aside. The permanently set-aside amounts are used to fund the unreduced early retirement pension.

If your home local union group has the program for enhanced early retirement benefits, and if you travel to another local union or if you otherwise work under another collective bargaining agreement, the same amounts will be set aside from any contributions received by the Fund. However, anyone from a different home local union or from another collective bargaining agreement, who travels to or otherwise works under a collective bargaining agreement with the program, will not be subject to the set-aside from the contribution rate and will not be eligible for the unreduced pension.

### ***Eligibility Requirements***

Once your home local union group is accepted and begins participation in the program for enhanced early retirement benefits, to be eligible for the unreduced pension, you must work at least 3000 hours for which contributions are subject to the set-aside.

The set-aside of contributions will not apply to the period before the home local union's effective date in this program. However, all of your pension credit earned before the effective date of the program, including credit earned under other collective bargaining agreements and reciprocal agreements, will count toward the unreduced pension, provided your home local union group is participating in the program on your pension effective date.

If you don't earn the necessary 3000 hours of set-aside contributions to qualify for the unreduced pension, the set-aside contributions will not apply in determining the amount of your pension.

If you change your home local union or if you are otherwise transferred to another collective bargaining agreement, you will be eligible for the unreduced pension for only that portion of your pension credit earned under the local union group participating in the program.

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Likewise, if you change your home local union, or if your home group changes so that you have periods in different programs for enhanced early retirement benefits, you will be eligible for the unreduced pension enhancement applying to the respective portions of the pension credit earned under each group.

## Vested Pension

You are eligible for a vested pension if you are:

- Vested, and
- Have reached normal retirement age

To determine whether you are vested, see page 12.

If you work at least one hour in covered employment on or after January 1, 1988, **normal retirement age** is age 65 or the fifth anniversary of your participation in the Plan, whichever is later.

If you do not work at least one hour in covered employment on or after January 1, 1988, **normal retirement age** is age 65 or the tenth anniversary of your participation in the Plan, whichever is later.

## Deferred Pension

You are eligible for a deferred pension as early as age 55 if, before you incurred a permanent break in service:

- You earned 15 or more years of pension credit, with at least five years of future service credit, and
- You reached age 40.

## Disability Pension

You are eligible for a disability pension if you:

- Have at least five years of pension credit
- Are under age 65
- Have worked a minimum of 1500 hours in covered employment after your contribution date, and
- Have become permanently and totally disabled as recognized by your eligibility for a Social Security disability benefit. You must provide proof of eligibility to the National Pension Plan.

The disability pension is designed to provide a lifetime benefit to those who become totally and permanently disabled while working in covered employment and have otherwise established eligibility for benefits under the Plan.

The benefit is available at any age under age 65 provided the other requirements for eligibility are met.

The benefit is not provided to those who left covered employment before becoming disabled. The Plan requires that you worked in covered employment or in employment under any United Association agreement, or in other employment for the union, a local union or other union affiliated organization for at least 500 hours in the last 24 months before you become disabled.

The 500-hour requirement may be waived if you were unable to work in such employment due to disability established to the satisfaction of the Trustees, provided you worked at least one hour of such work in the 48 months before becoming disabled.

Effective March 16, 2003, the 48-month period mentioned above begins on the earlier of the date you become disabled, or the date an application is submitted to the Social Security Administration for the Social Security disability award that deems you permanently and totally disabled.

### ***How You Can Lose Eligibility for a Disability Pension***

At any time while you are receiving a disability pension, the Board of Trustees may ask for proof of your continuing eligibility for benefits. If you recover from your disability before you reach age 65, you are no longer eligible to receive a disability pension.

If you lose entitlement to your Social Security disability benefit before reaching age 65, you must notify the Fund office within 21 days of the date you receive notice from the Social Security Administration of the loss of your benefit. If you lose your Social Security entitlement, your disability pension from this Fund will be discontinued.

However, your disability pension from this Fund may continue if you have formally appealed the determination by the Social Security Administration that you are no longer disabled. For your benefits to continue under this provision, you must provide medical proof satisfactory to the Trustees that such an appeal is being made in good faith.

Disability pensions that continue to be paid during an appeal to the Social Security Administration will stop after 18 months. However, your disability pension will be discontinued immediately if you return to work in gainful employment; you withdraw your appeal of the determination by the Social Security Administration; or a decision on your appeal upholds the decision to discontinue your eli-

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gibility for Social Security disability benefits by an administrative law judge of the Social Security Administration.

If you fail to notify the Trustees of your loss of entitlement to Social Security disability benefits or your return to work, it may result in a six-month delay in your eligibility for future benefits.

If you recover from your disability and return to covered employment, you will begin to earn additional pension credit. When you later retire, you could be eligible for a normal, early, deferred, or vested pension. The amount of your pension will be based upon the credit you earned both before and after your disability, subject to the separation rule, but not otherwise reduced by your earlier disability payments.

### **Contingent Early Retirement Pension — Awaiting Social Security Disability Award**

If you have applied for and are awaiting a favorable determination for the award of disability benefits from the Social Security Administration, or if you are appealing an unfavorable determination by the Social Security Administration, you may receive a contingent early retirement pension under this Plan if you have otherwise fulfilled the eligibility requirements for an early retirement pension, including having reached age 55.

The amount of your contingent early retirement pension is based on the amount established for the early retirement pension, but any adjustments for the form of benefit will be made as if your benefit were a disability pension. The effective date of your pension is the same as for other pensions awarded under this Plan (see page 29). Upon receipt of your Social Security disability award and determination of eligibility for a disability pension, the amount of your pension will be adjusted to that of a disability pension.

If the date of your disability as determined by the Social Security Administration is later than the effective date of your contingent early retirement pension, the amount of your benefit will be adjusted to the disability pension amount from the date of disability and the payments before that date will remain the same.

If the date of your disability as determined by the Social Security Administration is earlier than the effective date of your contingent early retirement pension, an additional benefit will be made equal to the monthly disability pension amount times the number of months between the date of the disability pension adjustment and the date of your disability, less any previously received contingent early retirement pension payments.

If you are receiving an early retirement pension effective after January 26, 1993, it may be adjusted to a disability pension if you subsequently submit a favorable determination by the Social Security Administration on your eligibility for a disability award and the date of disability as determined by the Social Security Administration is on or before the effective date of your initial early retirement pension, and

- You failed to elect the contingent early retirement pension on your application, but otherwise met the requirements for the contingent early retirement pension, or
- You had not applied for a Social Security disability award at the time of your initial application.

When the early retirement pension is adjusted to a disability pension, the effective date of your pension and the form of benefit payment will remain the same.

### **Disability Severance Benefit**

Effective March 18, 1998, participants otherwise eligible for a disability pension, but not meeting the service requirements, are eligible for a disability severance benefit. The amount of this benefit is equal to the contributions made on the participant's behalf, or if greater, the actuarial present value of the participant's accrued vested benefit.

### **Pro Rata/Partial Pension**

You are eligible for a pro rata/partial pension if:

- Another pension plan has been recognized by the Trustees of the National Pension Fund as a related plan (see page 11)
- You are not already receiving a pension from this Plan or from the related plan on or before the effective date of the agreement with the related plan
- You don't have enough service credit to be eligible for a pension benefit because your years of employment have been divided between this Plan and the related plan
- You meet the requirements of this Plan based on your service under both plans, not counting any service earned under the related plan after the termination of the agreement with the National Pension Plan, if any
- The effective date of your pension is after the effective date of the pro rata/partial pension addendum.

- You have earned, after the completion of money-follows-the-man reciprocity and without counting service under the related plan and without regard to breaks-in-service:
  - At least 1500 hours in covered employment after your contribution date under the National Pension Plan, or
  - For periods beginning October 1, 2004, if your home local union was in Canada while you were working under a related plan in the United States, at least 150 hours in covered employment after your contribution date.
- You accrue some pension credit in the National Pension Plan or in at least one of the funds signatory to the National Pension Fund's standard money-follows-the-man reciprocal agreement during at least one of the five calendar years before the effective date of your pension. However, if you were unable to work in covered employment before the effective date of your pension due to disability established to the satisfaction of the Trustees, the pension credit may be earned during at least one of the five calendar years before your disability.

If you believe you may be eligible for this type of pension, please contact the Fund office.

## IX. HOW MUCH WILL YOUR PENSION BE?

### Normal Pension

Your monthly normal pension benefit for each year of pension credit is calculated based on your hourly contribution rate as shown for each appropriate Schedule (A, B, C, or D — see the Appendix beginning on page 38).

### For Groups in the Plan Before 2005

#### *How Benefits Were Earned Before January 1, 2005*

The benefits you earned before 2005 are generally based on the contribution rate in effect as of December 31, 2004 in your home local, provided you worked at least 1500 hours at that rate, with at least one hour before January 1, 2006. See Schedule A on page 39 if you retire on or after January 1, 2002. Different schedules are in effect if you retired before that date and can be obtained by contacting the Fund office.

To determine the amount of your benefit earned before 2005, all of your pension credit is generally valued together at the applicable contribution rate and under the appropriate benefit schedule.

However, there are other factors affecting the benefits you earned before 2005, which include Weighted Average Contribution Rates (page 14), Rate Reductions (page 15) and Separations (page 14).

#### ***How Benefits are Earned on and after January 1, 2005***

All benefits earned on and after January 1, 2005 are based on the contribution rate in effect when they are earned.

Benefit Schedule B (page 40) became effective for 2005 and it applies to everyone for that year. Bargaining units can have a higher level of benefits for 2006 and later only if the applicable collective bargaining agreement increases the contribution rate to a level that is 25% higher than the contribution rate in effect on December 31, 2004. When you travel to a local jurisdiction that has not made the 25% increase, you will be subject to Benefit Schedule B for work in that jurisdiction even if your home local jurisdiction has adopted the 25% increase.

Benefit Schedule C (page 41) is effective January 1, 2006 if the 25% contribution rate increase was made on or prior to that date. Otherwise, Benefit Schedule C applies on the date when the 25% increase takes effect.

Benefit Schedule D (page 42) is effective January 1, 2007 if the 25% contribution rate increase was made on or prior to that date. If the 25% contribution rate increase is made during 2007, Benefit Schedule D is not effective until January 1, 2008.

For example: Dan worked steadily for one employer in his local union from 1977 through 2004. During that time period, Dan earned 28 years of pension credit. His employer contributed to the National Pension Fund at a variety of contribution rates. The highest rate was \$1.00 per hour, which began in 2002.

Since Dan earned at least 1500 hours at the \$1.00 contribution rate, the benefit level of \$36.57 per year of credit will apply (see Schedule A). Therefore, Dan's benefit for 28 years of credit is \$36.57 x 28 years, or \$1,023.96.

Dan worked another 1500 hours in 2005, so he earned another year of credit. For that year of credit at a contribution rate of \$1.00 per hour,

Dan earned a benefit of \$9.14 (see Schedule B). So, at the end of 2005, Dan's total benefit is \$1,033.10 (\$1,023.96 + \$9.14) based on 29 years of credit.

Effective January 1, 2006, Dan's local union contribution rate increased by 25% from \$1.00 per hour to \$1.25 per hour. Dan worked 1500 hours in 2006, so he earned an additional \$18.29 in a monthly pension based on Schedule C. Now, his total benefit for 30 years of credit is \$1,051.39 (\$1,033.10 as of the end of 2005 + \$18.29 earned in 2006.)

Since Dan's local union increased its contribution rate by 25% before January 1, 2007, the time he works during 2007 will qualify Dan for Schedule D effective January 1, 2007.

If Dan works 1500 hours in 2007, he will earn an additional \$27.44 in a monthly pension for a total benefit of \$1,078.83 (\$1,051.39 as of the end of 2006 plus \$27.44 earned in 2007) based on 31 years of credit.

## Schedules of Benefits for New Groups

For new groups in new local unions or district councils that did not participate in the National Pension Fund before 2005, Schedule C will apply in 2006 and Schedule D will apply in 2007 and later.

## Early Retirement Pension

The amount of your early retirement pension is based upon the normal pension, but reduced by 1/8th of 1% for each month that you are between ages 60 and 62 and ½ of 1% for each month that you are younger than age 60.

***There is no reduction when you retire at age 62 or later.***

For example: Dan met the requirement for an early pension as described on page 17, but he decides to retire at age 60 rather than 65.

His normal pension of \$1,079 is reduced by 3% (1/8th of 1% equals .00125 x 24 months) for an early retirement pension of \$1,046.63 rounded to \$1,047.

If Dan were age 62, he would receive the full \$1,079 per month.

## Vested Pension

The amount of a vested pension is calculated in the same manner as the normal pension, but is based only on future service credit.

## Deferred Pension

The amount of a deferred pension is calculated in the same manner as the normal or early retirement pension, and is based on all of your years of pension credit, both past and future.

## Disability Pension

The amount of your disability pension is the same as a normal pension based on your earned pension credit.

An additional auxiliary benefit is payable if your date of disability as determined by the Social Security Administration is before the effective date of your benefits. This benefit is equal to your monthly pension amount times the number of months between your date of disability and the effective date of your pension excluding any months in which you worked.

## Pro Rata/Partial Pension

The pro rata/partial pension is calculated in the same manner as the normal pension (or early retirement pension if you are between ages 55 and 65), but it is based solely on the future service credit earned under the National Pension Plan. No additional pension credit is granted for the hours worked under the related plan.

## X. HOW WILL YOUR PENSION BENEFIT BE PAID?

Your pension benefit can be paid in one of several ways. There are, however, standard forms of payment for married and single participants. If you do not select an optional form, you will receive payment in the standard form that applies to you. You cannot change your form of payment after the effective date of your pension.

### Standard Form for Married Participants: 50% Husband and Wife Pension

Under federal law, the standard form of payment for married participants is the 50% husband and wife pension.

If you are married on the effective date of your pension, your pension will be paid automatically as a 50% husband and wife pension unless you and your spouse select a different form of payment in writing. To reject the standard form, you must use the appropriate form provided by the Trustees as a part of the pension application. Your spouse's signature must be witnessed by a notary public.

The 50% husband and wife pension provides you with a reduced monthly benefit for your lifetime. When you die, your spouse continues to receive 50% of that reduced benefit for the rest of his or her lifetime.

### **Amount of Reduction**

The amount of the reduction depends upon the difference between your age and your spouse's age at the time you retire. The amount of the initial reduction for your 50% husband and wife pension is 90% of your non-disability pension (82% for a disability pension).

The amount of any further reduction depends upon the age difference between you and your spouse as follows:

- If you and your spouse are the same age, there is no further reduction.
- For each full year your spouse is older than you, the percentage of your pension amount is increased by 0.4% to a maximum of 99% for a non-disability pension (93% for a disability pension).
- For each full year your spouse is younger than you, the percentage is decreased by 0.4%.

Here is an example: Sam is retiring at age 65, when his wife is age 60. His benefit is paid as a 50% husband and wife pension. Sam's normal monthly pension is \$1,852. Since Sam's wife is five years younger than he is, Sam's benefit will be 88% of that amount, or \$1,630 a month for his lifetime. When Sam dies, his wife will receive 50% of that amount, or \$815 a month, for the rest of her lifetime.

You and your spouse must have been married to each other for at least one year on the date of your death for the 50% husband and wife pension to be payable. The survivor portion of this benefit is only payable to the spouse you are married to on the effective date of your benefits.

### **If You Are Divorced**

If your pension is paid in the form of the 50% husband and wife pension, the reduced amount you receive will not be increased to the full amount of the pension otherwise payable as a result of a subsequent divorce.

Your pension will remain permanently at the reduced amount. If you and your spouse are divorced after the effective date of your pension, your divorced spouse will be entitled to receive survivor benefits under the 50% husband and wife pension after your death.

### **If Your Spouse Dies Before You**

If your spouse dies before you, you may have your monthly benefit increased by the percentage reduction previously applied to your monthly benefit for payment in the form of the 50% husband and wife pension.

This adjustment will occur if the following are true:

- You are receiving a 50% husband and wife pension
- Your spouse dies before you but after the effective date of your pension.

The monthly amount payable to you will be increased as of the first of the month after your spouse's death once the Fund receives the necessary certifications of eligibility, including a certified copy of the death certificate for your spouse. The increased monthly amount will be paid for the remainder of your lifetime, with no further survivor benefits payable when you die.

If you are married, payment in the form of the 50% husband and wife pension will occur automatically unless you reject it and your spouse consents to the rejection in writing on forms provided by the Trustees. Be sure to have your spouse's signature witnessed by a notary public as indicated on the form.

Your spouse's consent must acknowledge the effect of the rejection and must consent to a specific optional payment form and beneficiary who cannot be changed without your spouse's consent.

To be valid, your rejection and consent must be filed within a specific time frame. Your rejection may be revoked at any time before your payments begin. Your spouse's consent is not required to receive payment in the form of the 100% husband and wife pension.

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## Standard Form for Single Participants: 5-Years Certain Payments

The standard form of payment for single participants is the 5-years certain payments form of pension. This form provides you with equal monthly pension benefits for your lifetime. If you die before receiving 60 payments (five years), your designated beneficiary will receive the balance of the 60 payments. You designate your beneficiary or beneficiaries on the form accepted by the Fund office at the time you apply for pension benefits. Under this form of payment, you may change your beneficiaries after your payments begin.

If your designated primary beneficiary or beneficiaries are not living at the time payments are to be made, payments will continue to your designated successor beneficiary or beneficiaries.

Please see page 26 for more information on designating your beneficiary.

There is no reduction to your benefit to provide this form of pension payment.

## Optional Forms of Payment

Whether you are single or married, you may choose not to receive your benefit in the standard form that applies to you.

In order for an optional form to become payable, you must properly elect it on the appropriate form provided by the Fund office. Also, if you are married at retirement you must formally reject the 50% husband and wife pension, with the consent of your spouse. The form of pension payment which best meets your needs will depend upon your particular circumstances at retirement.

### 100% Husband and Wife Pension

This form of pension is similar to the 50% husband and wife pension, except that it reduces your pension by a greater amount in return for providing 100% of your pension to your spouse for his or her lifetime following your death.

You and your spouse must have been married to each other for at least one year on the date of your death for this benefit to be payable. The survivor portion of this benefit is only payable to the spouse you are married to on the effective date of your benefits. If your pension is paid in the form of a 100% husband and wife pension, the amount payable to you will not be adjusted as a result of a subsequent divorce. If you

and your spouse are divorced after the effective date of your pension, your divorced spouse will be entitled to receive the survivor benefits under the 100% husband and wife pension.

The amount of the initial reduction for your 100% husband and wife pension is 81% of your non-disability pension (67% for a disability pension). The amount of any further reduction depends upon the age difference between you and your spouse as follows:

- If you and your spouse are the same age, there is no further reduction.
- For each full year your spouse is older than you, the percentage of your non-disability pension amount is increased by 0.7% (0.5% for a disability pension) to a maximum of 96% (81% for a disability pension).
- For each full year your spouse is younger than you, the percentage is decreased by 0.7% (0.5% for a disability pension).

### 50% Joint and Survivor Pension

The 50% joint and survivor pension took effect on July 1, 1998. This form of pension is similar to the 50% husband and wife pension. It reduces your pension in return for providing 50% of your pension to your designated **beneficiary** (who is not your spouse) for his or her lifetime following your death.

The amount of the initial adjustment for your 50% joint and survivor pension is 90% of your non-disability pension (82% for a disability pension). The amount of any further adjustment depends upon the age difference between you and your designated beneficiary as follows:

- If you and your designated beneficiary are the same age, there is no further adjustment.
- For each full year your designated beneficiary is older than you, the percentage of your pension amount is increased by 0.4% to a maximum of 99% for a non-disability pension (93% for a disability pension).
- For each full year your designated beneficiary is younger than you, the percentage is decreased by 0.4%.

For example: Dan is retiring at age 65 when his designated beneficiary is age 57. He wants his benefit paid as a 50% joint and survivor pension. Dan's normal monthly pension is \$1,079. Because Dan's beneficiary is eight years younger than he is, Dan's benefit will be 86.8% of that amount or \$937 a

month for his lifetime. When Dan dies, his designated beneficiary will receive 50% of that amount, or \$469 for the rest of his or her lifetime.

**Once your pension is paid in the form of the 50% joint and survivor pension, it cannot be changed. The designated beneficiary may also not be changed. Your pension will remain permanently at the reduced amount.** It will not be increased to the full amount of the pension otherwise payable if your designated beneficiary should die before you, and no additional benefits will be payable on your behalf.

### Single Life Pension with 10-Years Certain Payments

Like the standard form of payment for single retirees, under this form of payment, monthly benefits will be paid to you for your lifetime. If you die before you have received at least 10 years of pension payments (120 monthly payments), the full monthly amount will continue to be paid to your designated beneficiary until the Plan has paid a combined total of 10 years of benefit payments (120 months) to you and your beneficiary.

This form of pension will not be payable if the reduction results in a monthly pension to you of less than \$20.

For a non-disability pension, the amount of the initial adjustment is 94% at age 65. The amount of any further adjustment depends upon your age as follows:

- For each full year that you are older than age 65, the percentage of your pension amount is reduced by 1%.
- For each full year that you are younger than age 65, the percentage of your pension is increased by 0.4% to a maximum of 99%.

For a disability pension, the amount of the adjustment is 85.4%, plus 0.3% for each full year that you are younger than age 65 to a maximum of 89%. A disability pension is not first payable at or after age 65.

For example: Dan is retiring on a non-disability pension of \$1,079 per month at age 62. He wants to receive his benefit as a single life pension with 10-years certain payments.

Dan will receive a benefit in the amount of \$1,027.21 per month rounded to \$1,028.

If he should die after receiving seven years of payments (84 months), his designated beneficiary will receive the remaining three years of payments (36

months), after which no more monthly payments would be made.

### Single Life Pension with 5-Years Certain Payments

If you are married when you retire, you can also elect to receive your monthly pension benefit as a single life pension with 5-years certain payments. See page 23 for more information on this form of payment.

### Partial Lump-Sum Payment Option

You may elect a partial lump-sum payment option if you have earned at least five years of future service credit. Under this form, your initial monthly pension is reduced by an even dollar amount so that you may receive a lump sum payment at the time your monthly pension is first payable.

The reduction may not be more than 10% of your monthly pension, and the lump sum may not be less than \$500, or more than \$2,500.

The lump-sum amount payable is based upon your age on the effective date of your pension and the actuarial present value factors in effect on your effective date of benefits. These factors are subject to change annually, but in no case will they provide a benefit less than shown below.

For example: Dan retires on a non-disability pension of \$1,079 per month at age 62. The following illustrates the lump-sum adjustment for his age and examples of the lump-sum amounts that Dan could receive:

For each \$1.00 reduction in his monthly pension amount, Dan will receive a lump sum amount of \$130.00. Because Dan is 84 months (seven years) older than age 55, this \$130.00 is reduced by \$16.80 (84 months times \$.20). Therefore, for each \$1.00 reduction in his monthly pension amount, Dan will receive a lump sum amount of \$113.20 (\$130.00 minus \$16.80).

Based on the tables shown below, the minimum lump sum amount Dan can receive is \$566. If he receives his benefit as a single life pension with 5-years certain payments, his monthly benefit would be reduced to \$1,074. If he takes the maximum lump sum benefit, he would receive \$2,491 and his monthly benefit would be \$1,057.

	Lump-Sum Payable	Amount Per \$ Reduction	Amount of Reduction	Even \$ Amount
Minimum	\$ 500.00	÷ \$113.20	= \$ 4.42	\$ 5.00
Maximum	\$2,500.00	÷ \$113.20	= \$22.08	\$22.00

	Amount of Reduction	Lump-Sum Amount	Monthly Amount Payable to Participant
Minimum	\$ 5.00	\$ 566.00	\$1,074.00
	\$10.00	\$1,132.00	\$1,069.00
	\$15.00	\$1,698.00	\$1,064.00
Maximum	\$22.00	\$2,491.00	\$1,057.00

You can elect this optional form in conjunction with the 100% husband and wife pension, the single life pension with 10-years certain payments, or the single life pension with 5-years certain payments. If you are married you must first formally reject the 50% husband and wife pension with the consent of your spouse in order to elect the partial lump-sum payment option in conjunction with any of these other optional forms of pension.

If you elect this optional form in conjunction with either the 100% husband and wife pension, or the single life pension with 10-years certain payments, the reduced amount selected for this form will be further reduced to provide the survivor benefits available under either of these other optional forms.

### Cash-Out of Small Pensions

Effective July 1, 1998, if, at the time it is first payable under this Plan, the present value of any pension is \$5,000 or less, the Trustees will automatically pay that benefit in a single sum regardless of any earlier elections or provisions to the contrary.

If the present value is more than \$5,000 but not more than \$10,000, you may voluntarily elect to receive that benefit in a single sum. When single sum payments are made in such cases, there are no additional guaranteed or survivor benefits payable. If you are married your spouse must consent to this voluntary single sum payment and reject the 50% husband and wife pension.

## XI. PROTECTING YOUR SURVIVORS IF YOU DIE BEFORE RETIREMENT

### Pre-Retirement Surviving Spouse Pension

If, at the time of your death, you had not yet retired and were vested, or otherwise could have established entitlement to a pension, your surviving spouse will be eligible for a pre-retirement surviving spouse pension.

You are only eligible for the pre-retirement surviving spouse pension if you:

- Have at least one hour of work for a contributing employer after 1975,
- Are vested or otherwise could have established entitlement to a pension, and
- Were not receiving pension payments before August 23, 1984.

In addition, you and your spouse must have been married to each other for at least a one-year period ending on your date of death. Otherwise the lump-sum death benefit may apply. See below.

The amount of this benefit is based upon your earned pension credits, your contribution rates, and the schedule of benefits in effect when you last worked in covered employment.

If you are younger than age 55 when you die, your benefit will be calculated assuming that you left covered employment on the date of your death, lived to retire at age 55 and died the next day. In this case, benefit payments to your surviving spouse begin on the first of the month following the month you would have reached age 55. Your surviving spouse will have the option to elect a lump sum death benefit payable immediately (see page 26).

If you die on or after age 55, benefits to your spouse can begin immediately.

In either case, your spouse may elect to delay receiving this benefit until the end of the calendar year following the year in which you would have reached age 70½.

Your surviving spouse's benefit is payable in the form of the spousal benefit under the 100% husband and wife pension (see page 23) as if you had retired on a 100% husband and wife pension on the day before your death. Before January 1998, the pre-retirement surviving spouse pension was payable in the form of the spousal benefit under the 50% husband and wife pension.

Finally, effective September 28, 1993, if you formally apply for a pension and die within the 90-day period before your payments begin, but after you have elected and consented to a form of payment, your surviving qualified spouse may elect to receive the survivor portion payable under the form of benefit previously elected.

To be eligible, the actuarial present value of the survivor portion of the form of benefit payment elected

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must be greater than that of the pre-retirement surviving spouse pension.

## Lump-Sum Death Benefit

Your designated beneficiary will receive a lump-sum death benefit if you die:

- Before the effective date of your pension with at least five years of future service credit, or
- With an hour of service in the year you die, or in any of the five calendar years before you die, and
- You are not married or otherwise eligible for the pre-retirement surviving spouse pension.

This benefit is equal to 100% of the contributions made by your employers to the National Pension Fund for the hours you worked in covered employment.

Before January 1, 2000, eligibility for the lump-sum death benefit was based only on whether you earned at least five years of future service credit.

If you are younger than age 55 at the time of your death, and you have satisfied the requirement for the pre-retirement surviving spouse pension and the lump-sum death benefit, your spouse will have the right to waive receiving the pre-retirement surviving spouse pension when you would have reached age 55, in favor of receiving the lump-sum death benefit at the time of your death.

If your spouse elects to receive the lump-sum death benefit at the time of your death, the actuarial present value of the pre-retirement surviving spouse pension will be reduced by the amount of the lump-sum death benefit and any remaining value of the pre-retirement surviving spouse pension will be paid as a lifetime monthly pension on the date you would have reached age 55.

If the actuarial present value of the remainder of the survivor's benefit is \$5,000 or less, a single-sum payment will be made to your spouse on the date you would have reached age 55, in an amount equal to that actuarial present value, and no further survivor benefits will be payable.

## Cash-Out of Survivor Benefits

As of July 1, 1998, a spouse or beneficiary who is eligible to receive a monthly survivor benefit may elect to receive that benefit in a single sum equal to its actuarial present value. This applies only to the portion of the benefit earned before January 1, 2005. The

single-sum option is not available for survivor benefits earned after December 31, 2004, unless the distribution is being made to your estate.

If your spouse or beneficiary does not provide the ***election of benefits*** and ***consent to receive benefits*** forms, including the election of the single-sum payment, within the 90 days following the sending of the award letter, your spouse or beneficiary will need to re-apply for benefits. If this occurs, the single sum payment will no longer be an option.

## Designating Your Beneficiary

You should have a beneficiary designation form on file with the Fund office. This form is available at your local union office, from the Fund office, and can also be obtained from the Fund's website.

You must complete the actual form provided by the National Pension Fund. No other form of designation may be used.

Completion of forms for a local retirement or health and welfare plan, the United Association Burial Expense Benefit, or death benefit program sponsored by your local union does not meet this requirement.

For your beneficiary to be eligible for benefits, your beneficiary designation form must be received in the Fund office before any payments are made to the current designated beneficiary of record.

If you have not provided a designation of beneficiary form to the National Pension Fund, you should do so without delay.

Beneficiary designations may be updated at any time by filing a new beneficiary designation form with the Fund office.

Only an actual person may be designated as a primary beneficiary or a contingent/successor beneficiary. However, you may designate a trust or your estate as the beneficiary, but not an institution or an official of such institution.

If you are married when you retire, your spouse must give written consent to your designation of beneficiaries made for the optional form of payment you elect at that time. Your spouse must also give written consent to any change in that designation made at a later date. If this applies to your situation, ask the Fund office for the spousal consent form when you request the beneficiary designation form.

### ***If You Die Without Naming a Beneficiary***

If you should die without naming a beneficiary, or if your designated beneficiary has not survived you, any death or survivor benefits due under the Plan, or any benefits due you, but not yet received at the time of your death, will be paid as follows:

- To your surviving spouse, or if no surviving spouse,
- To your surviving children, divided equally between them, or if no surviving children,
- To your surviving parents, divided equally between them, or if no surviving parents,
- To your surviving siblings, divided equally between them.

If you or your beneficiary should die while receiving benefits and further payments are due for periods after the death, and if no successor beneficiary named by you is still living, such payments shall be made to your survivors or your beneficiary's survivors, as applicable, according to the above list.

If you or your beneficiary die while receiving benefits and are not survived by a designated beneficiary, a spouse, children, parents or siblings, no benefits will be payable to anyone, including an estate.

## **XII. QUALIFIED DOMESTIC RELATIONS ORDERS**

In accordance with the Retirement Equity Act Amendments to the Employee Retirement Income Security Act (ERISA), the Fund may be required by a Qualified Domestic Relations Order (QDRO) to make payment of a portion of your pension benefits to your spouse, former spouse, child, or other dependent. A QDRO is a state court decree that is approved by the Fund as meeting specific requirements in ERISA.

Such payments may be required to be made when you retire, or even before you retire, once you become eligible to receive benefits. An information package entitled "Qualified Domestic Relations Orders and the National Pension Fund" is available from the Fund office upon request. You may also download and print this information from the Fund's website. The information, which includes a copy of the Fund's procedures on QDROs, is designed to help in drafting a domestic relations order that will be qualified under ERISA and the National Pension Fund.

## **XIII. WHAT IS RETIREMENT AND WHAT HAPPENS IF YOU RETURN TO WORK AFTER RETIREMENT?**

The Plan pays benefits to eligible participants who have retired and apply for them. To be retired you must have separated from service with any and all contributing employers and from all employment that would be disqualifying employment. You will not be permitted to start your benefits if you have not in fact retired.

When you do retire from the plumbing and pipefitting industry, you may work in other industries and continue receiving your pension. However, if you return to work in the plumbing and pipefitting industry, your monthly benefit may be suspended depending on your age and the type of work you are doing.

### **Disqualifying Employment Before Age 65**

If you return to work in disqualifying employment before you are 65 years old, your monthly benefits will be suspended for any month in which you work, regardless of the number of hours worked and for the six months following the month in which you stop working.

Disqualifying employment before age 65 is:

- Work for any contributing employer
- Work for any employer in the same or related business as a contributing employer
- Self-employment in the same or related business as a contributing employer
- Employment or self-employment in any business which is under the jurisdiction of the union, or
- Employment by the union or any fund or program to which the union is a party.

### **Disqualifying Employment After Age 65**

If you return to work in disqualifying employment after you are age 65, your monthly benefits will not be suspended as long as you work less than 40 hours in a month.

However, your monthly benefits will be suspended for any month in which you work 40 or more hours.

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Disqualifying employment after age 65 is work:

- In the plumbing and pipefitting industry, and
- In any occupation covered by this Plan, and
- In any area of the United States from which the Plan receives contributions on behalf of employees. Because of the national nature of this Plan, this includes almost the entire country.

If you are not sure whether certain employment would be considered disqualifying employment, you may make a written request to the Fund office for a determination on whether any employment you are considering would result in a suspension of benefits.

### **Working after Age 70½**

Your monthly benefit is not subject to suspension as of the April 1 following the calendar year during which you reach age 70½, regardless of whether or not you continue working in covered employment.

For example, John reached age 70½ in September 2006. Even if he continues to work in covered employment, his monthly benefits would begin as of April 1, 2007.

### **Notice to the Fund Office of a Return to Work**

Regardless of your age and the number of hours you work, once you retire under the Plan you are required to notify the Fund office in writing within 30 days after starting any work in disqualifying employment. If you fail to do this before you are age 65, your pension will be suspended for an additional six months beyond the months mentioned above.

If you return to work in disqualifying employment in any month and fail to notify the Fund office in writing within 30 days of the start of such employment, the Fund will presume that you have worked for at least 40 hours in that month and any subsequent month before you give notice that you have stopped working in disqualifying employment.

Your monthly benefits will be suspended for all months until you give notice that you have stopped working in disqualifying employment. You will have the right to challenge these presumptions by proving that the work you were doing was not disqualifying employment.

### **Recovery of Overpayments**

If your benefits should have been suspended because you were working in disqualifying employment, you must reimburse the Fund for these benefit payments. You may make reimbursement to the Plumbers and Pipefitters National Pension Fund in full or through an arranged payment schedule. If payment is not made in full at the time you re-retire, the Fund will deduct the amount you owe from future benefit amounts.

After you reach age 65, no more than 25% of your monthly benefit amount can be deducted, except that up to 100% of the first payment may be deducted, which may cover a period of up to three months.

### **Re-Retirement and Recalculation of Benefits**

If the original effective date of your pension was before you reached normal retirement age (for example, you were receiving an early retirement pension) any additional benefits earned when you returned to work in covered employment will be treated as a separate benefit for which you must elect the form of payment.

If the original effective date of your pension was after you reached normal retirement age, your benefit payments may be adjusted to reflect the additional pension credit you earned, if it results in a higher benefit under the rules of the Plan. However, you may not exceed the Plan's maximum number of years of pension credit (35). Your payment will begin again once you stop working in disqualifying employment and you notify the Trustees to reinstate your benefits.

### **Appeal of Suspension**

If you receive a notification of suspension of benefits which you believe to be in error, you may request that the Trustees review the determination suspending your benefits. Your request must be made in writing within 180 days after you are notified of the suspension.

## **XIV. HOW DO YOU APPLY FOR PENSION BENEFITS?**

### **A Retirement Planning Checklist**

Advance planning for your retirement can make applying for your benefits easier. Start by reviewing this

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checklist. It is also available on the Fund's website at [www.ppnpf.org](http://www.ppnpf.org).

- **At least one year before retirement**, contact the Fund office to get an employment history form to provide your employment history for past service credit. However, it is recommended that you provide this information to the fund office as soon as you become a participant. Do not wait to send it until you are ready to retire.
- **During the year before retirement**, familiarize yourself with Fund office procedures and timetables for the processing of your application, especially those that will affect your pension effective date.
- **Six to eight months before retirement**, select a desired pension effective date and send the Fund office the documentation needed to process your benefit. See page 30.
- **Four to seven months before retirement**, request an application form from the Fund office.
- **Three to six months before retirement**, mail the completed application form to the Fund office. It must be received no later than the month before your planned retirement date.
- **After your last day of employment**, have your employer send the Fund office a report of your final hours of employment.
- **As soon as possible**, complete and mail to the Fund office the final retirement documents supplied with your benefits award letter.

## Employment History — Proof of Past Service Credit

To verify your past service credit, you must provide employment information to the satisfaction of the Trustees.

Unless you have previously done so, or unless your local union has provided the information, you must complete an employment history form provided by the Fund office. You may request this form from the Fund office. You may also print this form from the Fund's website at [www.ppnpf.org](http://www.ppnpf.org).

On this form, you will need to indicate all of your employment in the plumbing and pipefitting industry for each year in which you worked at the trade before the time contributions were received by the Fund on your behalf, even if that work was before your initiation date.

The information you provide, which is subject to verification, will be added to our computer records, along with your local union affiliation, to determine the past service credit which may be applied to your total pension credit.

## Your Pension Effective Date

Applying for a pension is a two-step process.

**First**, you must complete and submit a formal application for benefits to the Fund office with all documentation requested.

**Second**, following the determination of your eligibility for benefits, you will receive forms for the election of benefits and consent to receive benefits, which must be completed and returned to the Fund office.

In accordance with federal pension law, your pension effective date is the **later of**:

- The first of the month following the Fund's receipt of your completed forms to elect benefits and your consent to receive benefits, or
- The first of the month you specify on your application for benefits or on your election and consent to pay form, or
- The first of the month after the month in which you stop working.

You may elect an earlier pension effective date on the election forms you send to the Fund office. That date can be no earlier than the first of the month after the Fund office receives your application for benefits. **Please do not delay submitting your application.** It must be received no later than the month before your planned retirement date or your payments will not start at that time. If you don't have all of the required documents, send the documents you have along with your application. You may send the rest of the documents later.

As required by federal law, we must supply you with information about your payment options during a period that begins no sooner than 180 days before your pension effective date. The actual payment of benefits may begin no sooner than 30 days after we have supplied you with this information and with the election and consent to pay forms. However, you may elect to start the payment of benefits before the end of this 30-day period, but no sooner than seven days after the information about your options is provided.

You must complete your election and consent to pay forms and other necessary documents within the re-

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quired timeframe as stated on your election forms (see page 31). Otherwise, you will have to begin the application process over and establish a new pension effective date.

You may revoke any election at any time before payments begin. You have the right to defer your pension effective date to a later date at any time before payments begin. However, your benefits may not be deferred later than the April 1 following the calendar year in which you reach age 70½.

## Documents Needed to Process Your Pension Application

We recommend that you provide the following documents to the Fund office at least six months before your anticipated retirement:

- Proof of your age, and proof of your spouse's age, if you are married
- Original or certified copy of proof of marriage, if applicable
- Original or certified copy of divorce decrees and separation agreements, if applicable
- Original or certified copy of Qualified Domestic Relations Orders, if applicable (see page 27 for information on QDROs)
- Military discharge papers, if applicable, to document eligibility for military service credit or the waiver of breaks in service due to periods of military service
- Completed beneficiary designation form
- Employment history form

Do not wait to provide these documents with your application.

By providing them in advance, we will be able to assist you in getting your records in order so as not to delay the processing of your application and the payment of benefits once you retire.

## Requesting an Application Form

You may call or write the Fund office to have an application form sent to you. You may also submit a request via e-mail through the Fund's website. Once the request has been received, the Fund office will send you an official application form. The application form may also be printed from the Fund's website at [www.ppnpf.org](http://www.ppnpf.org).

***Request the application form four to seven months before your anticipated retirement date so your pension effective date will not be delayed.***

## Complete and Mail the Application Form

To apply for benefits from the Fund, you must completely fill out and sign the application form. The Fund will only accept the official application form in effect when you apply. This is necessary to ensure that you are using the most up-to-date application form consistent with federal law and the Plan. Send the completed application form to the Fund office three to six months before your anticipated retirement date so as not to delay the payment of benefits once you retire.

## Applying for a Disability Pension

***(See page 18 for complete information on Disability Pensions.)***

If you are applying for a disability pension, you must provide a copy of your entire Social Security disability award letter. Since your pension effective date will always be later than the filing of your formal application, the date your disability begins as determined by the Social Security Administration will most likely be before your pension effective date. If this happens, your first benefit payment may include your monthly benefit for that month, plus an additional auxiliary payment equal to that benefit amount multiplied by the number of months between your pension effective date and your date of disability during which you were not employed.

For Plan purposes, your date of disability will be the first of the month following your date of disability as determined by the Social Security Administration.

If you are at least age 55, you may be eligible to begin receiving a contingent early retirement pension even if you have not yet been granted a Social Security disability award. It is, therefore, recommended that you contact the Fund office to request an application form as soon as possible after you become disabled so that the payment of your benefit may begin as soon as possible.

## Pension Application Processing

After you submit a pension application, the Fund office will acknowledge receiving it and will review it within a few days for completeness. If the application is incomplete, you will be notified as soon as possible with a written request for additional information.

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Every effort is made to process all applications within 90 days after the application is received by the Fund office. If a decision on an application cannot be made within 90 days of its receipt, the time to process the application may be extended up to 90 additional days. You will be sent a letter, before the expiration of the first 90 days, explaining the special circumstances requiring another 90 days to take action.

If final action cannot be taken at the end of the second 90-day period, your application will be decided based on the information available at that time. Before the end of the second 90-day period, you will be sent an explanation, and you will be awarded any partial benefits that can be determined with the available information. If partial benefits cannot be awarded because of a lack of necessary information, your application will be conditionally denied, but the Fund office will continue to seek the necessary information to make a final determination.

## Final Retirement Documents

When the Fund office completes the processing of your application, and a favorable determination has been made on your eligibility for benefits, you will be sent an award letter. The award letter describes the benefit for which you are eligible and the forms of payment that are available to you.

The letter will include information on the forms of payment available to you. As required by federal law, the forms that you must use to elect the form of payment you would like to receive, and give your consent to receive benefits, are also provided. You must complete and sign the appropriate forms and return them to the Fund office in order to begin receiving your benefits. Depending on the form of your payment, more than one election form may be required.

You should send the completed documents to the Fund office as soon as possible after you receive them so as not to delay the final processing of your benefit check.

**Failure to provide your election of benefits and consent to receive benefits forms and other necessary documents within the designated period following the date the Fund office sends your award letter, will result in your need to re-apply for benefits. If you receive your award after your effective date, you must return the forms in 90 days. If you receive the forms before your effective date, they must be returned on or before that date.**

## XV. YOUR RIGHT TO APPEAL

If your application for benefits is denied in whole or in part, the Fund office will provide you with a written notice setting forth the specific reason or reasons for the denial. You will be provided with references to specific Plan provisions, a description of any additional material or information which might help your claim, an explanation about why that information is necessary, a description of the Plan's appeal procedures and the time limits applicable to those procedures, and a statement of your right to bring a civil action under ERISA following an adverse determination on review.

If you receive such a notice or if you disagree with a policy, determination or action of the Fund, you may request the Board of Trustees to review your benefit denial or the Fund policy, determination or action with which you disagree, by submitting a written appeal to the Trustees. Your written appeal must be submitted within 180 days of receiving the notice of denial of benefits or within 180 days after you learn of a Fund policy, determination or action with which you disagree and which is not a benefit denial.

Your written appeal should state the reasons for your appeal. This does not mean that you are required to cite all applicable Plan provisions or to make legal arguments. However, you should state clearly why you believe you are entitled to the benefit you claim or why you disagree with a Fund policy, determination or action. In addition to your written comments, you may submit any documents, records, and other information relating to your claim for benefits. The Trustees can best consider your position if they clearly understand your claims, reasons, or objections.

You may obtain, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. In making an appeal, you may be represented by any authorized representative, including an attorney.

The Trustees, or a designated committee of the Trustees, will review your appeal at the quarterly meeting next following the receipt of your appeal. Their review will take into account all written comments, documents, records, and other information that you submit, without regard to whether such information was submitted or considered in the initial benefit determination. However, neither you nor your rep-

representative will be permitted to make a personal appearance before the appeals committee.

The decision of the appeals committee will be made by the meeting immediately following the date the appeal is received. If the appeal is received during the 30 days before the meeting, the decision will not be made until the second meeting following receipt of the appeal. The time for processing an appeal may be extended in special circumstances by giving you written notice before the beginning of the extension. Such an extension will last only until the third meeting following receipt of the appeal.

You will be sent written notice of the decision of the Trustees or committee within five days after review by the Trustees or committee. If the appeal is denied in whole or in part, the notice will specify the reason or reasons for the denial; include specific references to Plan provisions on which the decision is based; explain that you are entitled to receive upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; and describe your right to bring civil action under ERISA.

You may renew your appeal if you have any additional information or arguments to present.

## XVI. VALUABLE INFORMATION ONCE YOU ARE RECEIVING YOUR BENEFIT

### Payments

Monthly pension benefits are paid at the beginning of the month for which they are due. If you receive your payment in the form of a check, it is mailed on the last business day of the month for the next month. If you do not receive your check by the 15th of the month, you should contact the Fund office.

If you receive your payment by direct deposit, your benefit amount is available in your account on the first banking day of the month. You may contact your bank to verify that your money is in your account. If you are not doing so already you are strongly encouraged to consider having your monthly benefit check electronically deposited into your bank account. There are many advantages to Direct Deposit:

- It is safer — in fact, no Direct Deposit has ever been lost or stolen.
- It is faster — you don't have to worry about the weather, the mail, your health or your schedule.
- It is easier — payment is made the same time every month, which gives you more control over your finances.

The direct deposit form will be mailed to you upon request, or you may obtain it from the Fund's website at [www.ppnpf.org](http://www.ppnpf.org).

### Tax Withholding and Reporting

- Pension benefits paid from this Fund are taxable income. The National Pension Fund will withhold money for federal income taxes from your benefit as you direct on IRS Form W-4P.
- You may change your withholding at any time by completing a new IRS Form W-4P. This form is available from the Fund office or you may download it from the Fund's website at [www.ppnpf.org](http://www.ppnpf.org).

As required by federal law, the Fund reports all pension benefits to the IRS as pension income, and mails a Form 1099-R to all benefit recipients at the end of January for amounts paid in the previous year. If you do not receive your Form 1099-R by February 15th, you should contact the Fund office for a replacement.

### When You Die

A family member, representative, or friend should promptly contact the Fund office when you or your beneficiary dies. After receiving a certified copy of the death certificate, the Fund will determine survivor benefits, if any, and advise your spouse or beneficiary in writing.

If your spouse dies, you should contact the Fund office without delay. In such cases, the National Pension Plan provides for an adjustment to a monthly benefit paid in the form of a 50% husband and wife pension or a 100% husband and wife pension.

### Audit of Records

For the protection of the Plan and its benefit recipients, the Fund makes every effort to ensure that benefits are being paid appropriately. For that reason, the Fund periodically reviews payment records. You may, for example, receive a letter from the Fund office asking for verification of your signature and Social Secu-

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riety number. Failure to respond to such a request will interfere with the receipt of your benefits.

## Beneficiary

Benefits are payable for your lifetime. When you die, survivor benefits, if any, are payable to your surviving spouse or designated beneficiary on record, depending upon the payment form elected at retirement. It is important that an up-to-date beneficiary form be on file with the Fund office. A change in beneficiary after retirement will not change the survivor under a husband and wife or joint and survivor form of payment. Beneficiary designation forms are available at your local union office, or may be obtained from the Fund office, or from the National Pension Fund website at [www.ppnpf.org](http://www.ppnpf.org). Please see page 26 for more information on beneficiaries.

## Benefit Increases

The Plan does not provide or guarantee benefit increases. However, from time-to-time, the Board of Trustees may approve benefit increases for pensioners and beneficiaries. The Fund will notify benefit recipients whenever increases are approved.

## Direct Rollovers

Some distributions from the Plan may be rolled over to an individual retirement account or to a qualified plan.

### *Eligible Rollover Distributions*

Generally, an “eligible rollover distribution” is any distribution of all or a portion of the balance of a lump-sum distribution made to a participant, a participant’s surviving spouse, or a qualified alternate payee. The following National Pension Plan distributions are eligible rollover distributions:

- Disability Severance benefits
- Small pension cash-outs to participants and surviving spouses (see page 25)
- Survivor pension cash-outs to surviving spouses (see page 26)
- Lump-sum portion under partial lump-sum payment option
- Auxiliary payment for disability pensions
- Auxiliary payment for pre-retirement surviving spouse pensions

- Lump-sum death benefits to surviving spouses
- Lump-sum death benefits to a spouse or a former spouse who is a qualified alternate payee

If you are eligible to receive any of these benefits, you will receive a notice about the tax implications of eligible rollover distributions.

## Overpayments

If you are paid an amount in error, the Trustees have the right to recover from you the amount overpaid. If you do not repay the amount you owe, the Trustees have the right to deduct the amount from your future payments.

## XVII. GENERAL INFORMATION ABOUT YOUR PENSION PLAN

### Plan Name and Type of Plan

The Plumbers and Pipefitters National Pension Plan is a multiemployer defined benefit plan.

### Establishment of the Fund and Collective Bargaining Agreements

The Plumbers and Pipefitters National Pension Fund was established by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry and various employers. You can write to the Fund office for information about whether or not an employer is contributing to the Fund, or whether a particular local union participates in the Fund.

The Plumbers and Pipefitters National Pension Fund is maintained pursuant to many collective bargaining agreements. Contributions to the Fund are made by the employers in accordance with the terms of the applicable collective bargaining agreement or other participation agreement. These agreements require employers to make contributions to the Fund at a fixed rate for each hour worked in covered employment.

Participants and beneficiaries may, by written request to the Fund office, obtain a copy of any collective bargaining agreement or a copy of a list of the employers and unions. You may also review these documents in the Fund office or at your union hall.

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## Administration

The Plan is administered by a joint Board of Trustees, made up of an equal number of union representatives and employer representatives. The Board of Trustees is both the legal plan sponsor and the legal plan administrator under the Employee Retirement Income Security Act. As of December 2007, the names and business addresses of the Trustees are:

William P. Hite, Chairman  
General President  
United Association of Journeymen and  
Apprentices of the Plumbing & Pipefitting  
Industry of U.S. and Canada  
901 Massachusetts Avenue, N.W.  
Washington, DC 20001-4307

Patrick R. Perno  
General Secretary-Treasurer  
United Association of Journeymen and  
Apprentices of the Plumbing & Pipefitting  
Industry of U.S. and Canada  
901 Massachusetts Avenue, N.W.  
Washington, DC 20001-4307

Stephen F. Kelly  
Assistant General President  
United Association of Journeymen and  
Apprentices of the Plumbing & Pipefitting  
Industry of U.S. and Canada  
901 Massachusetts Avenue, N.W.  
Washington, DC 20001-4307

Smitty G. Belcher, Co-Chairman  
P1 Group, Inc.  
16210 West 108th Street  
Lenexa, KS 66219-1346

Robert J. Durr, Sr.  
Durr Mechanical Construction, Inc.  
80 Eighth Avenue, 17th Floor  
New York, NY 10011-7153

Michael W. Gossman  
P1 Group, Inc.  
Building #1  
2151 Haskell Avenue  
Lawrence, KS 66046-3251

The Board hires a Fund Administrator who operates the Fund office and oversees the day-to-day administration of the Fund. As of December 2007 the position of Fund Administrator was held by:

William T. Sweeney, Jr.  
Plumbers and Pipefitters National Pension Fund  
103 Oronoco Street  
Alexandria, Virginia 22314-2047  
1-800-638-7442

## Source of Benefits

Benefits are provided from the Trust Fund's assets, which are accumulated under the provisions of the Restated Agreement and Declaration of Trust of the Plumbers and Pipefitters National Pension Fund. The assets are held in trust and used for the purpose of providing benefits to participants and beneficiaries in accordance with the Plan and for paying the reasonable administrative expenses of the Fund. Custody of the Fund's assets is with National City Bank.

## Employer Identification Number (EIN)

The EIN assigned to the Board of Trustees by the Internal Revenue Service is 52-6152779.

## Plan Number

001

## Plan Year

The Plan's fiscal records are maintained on the basis of a year beginning July 1 and ending June 30. Pension credit under the Plan is granted, accrued, recorded, and maintained on a calendar year basis.

## Requesting Information from the Fund Office

The Fund office receives hundreds of inquiries each week. In an effort to answer your inquiries in the most efficient and responsive manner, we suggest that they be submitted to the Fund office in writing using the mailing address found on the letterhead on page i.

Your inquiry concerning your pension status or other information should always include your:

- Full name (including middle name and Sr., Jr., etc.)
- Social Security number (if you prefer, for your protection you may provide only the last four digits of your Social Security number)
- Complete home address and phone number
- Home local union number

- Birth dates for yourself and your spouse, as applicable
- Marriage and divorce dates, as applicable, if not previously provided
- Qualified Domestic Relations Order information, as applicable, if not previously provided.

Due to the many different types of information and questions that could be requested from the Fund office, please be as specific as possible and supply as much information as is available to you when making an inquiry. This will permit us to direct your inquiry to the person most able to respond to your concerns. When possible, provide a daytime telephone number in case we need to contact you directly to request a clarification or additional information. Your following the above suggestions should enable us to respond to your inquiries in a timely and efficient manner.

In addition to the above, the National Pension Fund website ([www.ppnpf.org](http://www.ppnpf.org)) is available 24 hours a day for you to submit your questions. The Fund's response to an e-mail will be made in writing through the mail, in the same timeframe as responses to all other inquiries.

## Annual Statements

You will receive annual statements describing your status with the Plan, including hours worked, pension credits earned during your employer's contribution period, an estimate of your accrued benefit, and your designated beneficiary of record. You should immediately review these statements for accuracy and notify the Fund office in writing within 90 days if corrections are needed.

Annual statements are generally sent out to active participants during the anniversary of their birth month. If you do not receive one by the month after your birthday, you should immediately contact the Fund office.

You may also access your Annual Statement of Pension Status on-line by visiting the Fund's website at [www.ppnpf.org](http://www.ppnpf.org). To maintain the confidentiality of your records you will need to register and set up an account to access this secured area of the website.

## Amendments to the Plan

The Trustees have full discretion and authority to amend or modify the Plan or Trust Agreement, and any of their provisions, at any time.

## Action of the Trustees

The Trustees have full discretion and authority over the standard of proof for any inquiry, claim, application for benefits, and over the application and interpretations of the Plan and Trust. No legal proceeding may be filed in any court or before any administrative agency against the Fund, Plan, or its Trustees, unless all review procedures with the Trustees have been exhausted.

## Selling, Assigning or Pledging Benefits

Benefits may not be transferred, sold, assigned, or pledged as security for a loan. Benefits are not subject to attachment or execution for the payment of any debt under any judgment or decree of a court or otherwise, except as provided in the Internal Revenue Code and applicable regulations. However, any benefits payable to a former spouse under an order found by the Fund to be a Qualified Domestic Relations Order will be honored by the Fund.

## Benefit Increases to Retirees

There is no guarantee that pensions will be increased after retirement, even if the benefit rate is increased for active employees. The Trustees may provide for benefit increases to retirees, but they are not required to do so.

## Plan Termination

It is intended that the Plan will continue indefinitely, but the Board of Trustees reserves the right and has the discretion to change and/or discontinue the Plan and Trust Fund at any time. The Trustees may terminate the Plan and Trust Fund by a document in writing executed by them if in their opinion the Trust Fund is not adequate to meet the payments due or which may become due under the Trust Agreement and Plan.

The Plan and Trust may also be terminated if there are no living individuals who qualify as participants or beneficiaries under the Plan or if there is no longer in effect a substantial number of collective bargaining agreements requiring contributions to the Fund.

The Plan is considered terminated by law if it is amended to provide that no further benefits will be earned by employees for employment with the employers, if every employer withdraws from the Plan within the meaning of Section 4203 of ERISA, upon the cessation of the obligation of all employers to

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contribute under the Plan or if the Plan is amended to become a defined contribution plan.

In the event of a Plan termination, you will not accrue any further benefits under the Plan. However, the benefits that you have already accrued will become vested, that is, nonforfeitable, to the extent your benefits can be funded by the Plan assets allocated to such benefits.

If the termination occurs because the Plan is amended to provide that no further benefits will be earned by employees for employment with employers or is amended to become a defined contribution plan, the Fund will continue to pay nonforfeitable benefits. If the Fund does not have sufficient assets to pay all nonforfeitable benefits, employers will be required to contribute to the Trust Fund until all nonforfeitable benefits are fully funded and can be paid.

If the Plan terminates because there are no longer any collective bargaining agreements requiring contributions to the Trust Fund, the Plan may be amended to reduce benefits to the extent necessary to ensure that the Fund's assets are sufficient to pay nonforfeitable benefits when they are due. If the Plan has been amended and the Trust Fund does not have enough assets to pay nonforfeitable benefits, the Fund has the authority to suspend benefits. If benefits are suspended, the Plan will continue to pay the highest level of benefits that can be paid out of the Fund's available resources. If benefits are suspended, the Fund will not be required to make retroactive benefit payments for that portion of a benefit that was suspended.

Once the Trust Fund assets and nonforfeitable benefits are valued, the Trustees, as a general rule, will use the available assets to purchase annuity contracts to provide for your benefits. However, the Trustees may in certain circumstances pay you in cash.

If the Plan is terminated, the Trustees will pay the expenses of the Fund incurred up to the date of termination as well as the expenses in connection with the termination, arrange for a final audit of the Fund, give notice and prepare and file any reports which may be required by law, and apply the assets of the Fund in accordance with the law and the Plan, including amendments adopted as part of the termination, until the assets of the Fund are distributed.

No part of the assets or income will be used for the benefit of any employer or any union. They will not be used for purposes other than for the exclusive benefit of the participants and beneficiaries or the administrative expenses of the Fund.

Upon termination of the Plan and Trust Fund, the Trustees will promptly notify the union, the employers, and all other interested parties. The Trustees will continue as Trustees for the purpose of winding up the affairs of the Plan and Trust Fund.

## Termination Insurance

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

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

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

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

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law
- Benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the earlier of: (1) the date the plan terminates or (2) the time the plan becomes insolvent
- Benefits that are not vested because you have not worked long enough in work covered by the plan
- Benefits for which you have not met all of the requirements at the time the Plan becomes insolvent and
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

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For more information about the PBGC and the benefits it guarantees, ask your Fund 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 at [www.pbgc.gov](http://www.pbgc.gov).

## **Statement of Rights under the Employee Retirement Income Security Act of 1974**

As a participant in the Plumbers and Pipefitters National Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

ERISA provides that all Plan Participants shall be entitled to:

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

Obtain, upon written request to the Fund administrator's office, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Fund office may make a reasonable charge for the copies.

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

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

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

If your claim for a pension benefit is denied in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Fund 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 Fund administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Fund administrator.

If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

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You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration. For single copies of publications,

contact the Pension and Welfare Benefits Administration Request Line at 1-800-998-7542 or contact the PWBA field office nearest you.

Nothing in this summary description is meant to interpret or extend or change in any way the provisions expressed in the formal text of the Plan. The Trustees reserve the right to amend, modify or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant. The Fund shall not be bound by the representations of any person, other than the Trustees, regarding participation in the Plan, eligibility for benefits under the Plan, the status of employees or employers under the Plan, or any other matters relating to the Pension Plan or Fund.

## APPENDIX

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**SCHEDULE A  
SCHEDULE OF BENEFITS FOR CREDIT BEFORE 2005**

Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit	Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit
\$ 0.10	\$ 4.00	\$ 2.10	\$ 66.66
0.15	6.03	2.15	67.83
0.20	8.03	2.20	69.09
0.25	10.06	2.25	70.20
0.30	12.00	2.30	71.29
0.35	14.03	2.35	72.31
0.40	15.97	2.40	73.43
0.45	17.97	2.45	74.49
0.50	19.97	2.50	75.63
0.55	22.00	2.55	76.66
0.60	23.57	2.60	77.77
0.65	25.23	2.65	78.86
0.70	26.77	2.70	80.00
0.75	28.49	2.75	81.03
0.80	30.11	2.80	82.17
0.85	31.74	2.85	83.23
0.90	33.34	2.90	84.31
0.95	34.94	2.95	85.37
1.00	36.57	3.00	86.49
1.05	38.26	3.05	87.54
1.10	39.83	3.10	88.69
1.15	41.17	3.15	89.71
1.20	42.69	3.20	90.89
1.25	44.06	3.25	91.94
1.30	45.51	3.30	93.03
1.35	46.94	3.35	94.00
1.40	48.34	3.40	95.00
1.45	49.83	3.45	95.97
1.50	51.23	3.50	97.03
1.55	52.69	3.55	98.03
1.60	54.09	3.60	99.03
1.65	55.51	3.65	100.03
1.70	56.77	3.70	101.03
1.75	57.97	3.75	102.03
1.80	59.17	3.80	103.03
1.85	60.49	3.85	104.03
1.90	61.66	3.90	105.03
1.95	62.91	3.95	106.03
2.00	64.14	4.00	107.03
2.05	65.37	4.01 & above	2.25% of Cont.>\$4.00

Schedule A shows the monthly normal pension amount per year of pension credit earned before January 1, 2005 for participants with pension effective dates on or after January 1, 2002, and with at least one-tenth (.1) of a year of future service credit after January 1, 2001.

These lifetime monthly benefits, plus an additional lifetime monthly benefit equal to 2.25% of all contributions above \$4.00, represent the standard benefit per year of pension credit payable at or above age 62.

An alternate benefit for contribution rates greater than \$1.10 is calculated based on the benefit amount per year of pension credit payable for the \$1.10 contribution rate, plus an additional lifetime monthly benefit equal to 2.25% of all contributions above \$1.10. The greater of the two calculated amounts is the lifetime monthly benefit payable at or above age 62.

**SCHEDULE B  
SCHEDULE OF BENEFITS FOR CREDIT FOR 2005 FOR ALL PARTICIPANTS,  
AND FOR 2006 AND LATER UNDER AGREEMENTS  
WITHOUT THE 25% INCREASE IN CONTRIBUTIONS**

Hourly Contribution Rate	Monthly Normal Pension Amount For a Year of Pension Credit Earned In 2005	Hourly Contribution Rate	Monthly Normal Pension Amount For a Year of Pension Credit Earned In 2005
\$ 0.10	\$ 1.00	\$ 2.10	\$ 16.67
0.15	1.51	2.15	16.96
0.20	2.01	2.20	17.27
0.25	2.52	2.25	17.55
0.30	3.00	2.30	17.82
0.35	3.51	2.35	18.08
0.40	3.99	2.40	18.36
0.45	4.49	2.45	18.62
0.50	4.99	2.50	18.91
0.55	5.50	2.55	19.17
0.60	5.89	2.60	19.44
0.65	6.31	2.65	19.72
0.70	6.69	2.70	20.00
0.75	7.12	2.75	20.26
0.80	7.53	2.80	20.54
0.85	7.94	2.85	20.81
0.90	8.34	2.90	21.08
0.95	8.74	2.95	21.34
1.00	9.14	3.00	21.62
1.05	9.57	3.05	21.89
1.10	9.96	3.10	22.17
1.15	10.29	3.15	22.43
1.20	10.67	3.20	22.72
1.25	11.02	3.25	22.99
1.30	11.38	3.30	23.26
1.35	11.74	3.35	23.50
1.40	12.09	3.40	23.75
1.45	12.46	3.45	23.99
1.50	12.81	3.50	24.26
1.55	13.17	3.55	24.51
1.60	13.52	3.60	24.76
1.65	13.88	3.65	25.01
1.70	14.19	3.70	25.26
1.75	14.49	3.75	25.51
1.80	14.79	3.80	25.76
1.85	15.12	3.85	26.01
1.90	15.42	3.90	26.26
1.95	15.73	3.95	26.51
2.00	16.04	4.00	26.76
2.05	16.34	4.01 & above	0.375% of Cont.>\$4.00

Schedule B shows the monthly normal pension amount for a year of pension credit earned during 2005. This schedule also applies to work in 2006 and later under agreements without a 25% increase in the contribution rate that was in effect on December 31, 2004.

These lifetime monthly benefits, plus an additional lifetime monthly benefit equal to 0.375% of all contributions above \$4.00, represent the standard benefit for a year of pension credit payable at or above age 62.

**SCHEDULE C**  
**SCHEDULE OF BENEFITS FOR CREDIT FOR 2006 AND LATER UNDER AGREEMENTS**  
**WITH THE 25% INCREASE IN CONTRIBUTIONS ON OR AFTER 1/1/06**

Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit	Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit
\$ 0.13	\$ 2.08	\$ 2.60	\$ 33.07
0.15	2.41	2.65	33.56
0.20	3.21	2.70	34.04
0.25	4.01	2.75	34.54
0.30	4.83	2.80	34.99
0.35	5.61	2.85	35.43
0.40	6.41	2.90	35.85
0.45	7.21	2.95	36.27
0.50	7.99	3.00	36.71
0.55	8.79	3.05	37.14
0.60	9.59	3.10	37.59
0.65	10.39	3.15	38.02
0.70	11.03	3.20	38.44
0.75	11.66	3.25	38.89
0.80	12.32	3.30	39.32
0.85	12.95	3.35	39.77
0.90	13.59	3.40	40.21
0.95	14.28	3.45	40.63
1.00	15.06	3.50	41.09
1.05	15.71	3.55	41.51
1.10	16.35	3.60	41.94
1.15	16.99	3.65	42.37
1.20	17.63	3.70	42.80
1.25	18.29	3.75	43.24
1.30	18.96	3.80	43.67
1.35	19.60	3.85	44.11
1.40	20.18	3.90	44.55
1.45	20.74	3.95	44.97
1.50	21.34	4.00	45.44
1.55	21.89	4.05	45.87
1.60	22.47	4.10	46.30
1.65	23.04	4.15	46.71
1.70	23.61	4.20	47.10
1.75	24.17	4.25	47.50
1.80	24.77	4.30	47.89
1.85	25.33	4.35	48.30
1.90	25.91	4.40	48.71
1.95	26.48	4.45	49.11
2.00	27.04	4.50	49.51
2.05	27.61	4.55	49.91
2.10	28.13	4.60	50.31
2.15	28.63	4.65	50.71
2.20	29.11	4.70	51.11
2.25	29.59	4.75	51.51
2.30	30.11	4.80	51.91
2.35	30.59	4.85	52.31
2.40	31.08	4.90	52.71
2.45	31.58	4.95	53.11
2.50	32.07	5.00	53.51
2.55	32.56	5.01 & above	0.75% of Cont.>\$5.00

Schedule C shows the monthly normal pension amount for a year of pension credit earned for periods in 2006 and later after the agreement has a 25% increase in the contribution rate that was in effect on December 31, 2004.

These lifetime monthly benefits, plus an additional lifetime monthly benefit equal to 0.75% of all contributions above \$5.00, represent the standard benefit for a year of pension credit payable at or above age 62. The monthly normal pension for credit earned during 2006 and later under agreements before the 25% increase in the contribution rate is determined under the schedule shown in Table B.

**SCHEDULE D**  
**SCHEDULE OF BENEFITS FOR CREDIT EARNED IN 2007 AND LATER UNDER AGREEMENTS**  
**WITH THE 25% INCREASE IN CONTRIBUTIONS EFFECTIVE ON OR BEFORE 1/1/07**

Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit	Hourly Contribution Rate	Monthly Normal Pension Amount Per Year of Pension Credit
\$ 0.13	\$ 3.12	\$ 2.60	\$ 49.61
0.15	3.62	2.65	50.34
0.20	4.82	2.70	51.06
0.25	6.02	2.75	51.81
0.30	7.25	2.80	52.49
0.35	8.42	2.85	53.15
0.40	9.62	2.90	53.78
0.45	10.82	2.95	54.41
0.50	11.99	3.00	55.07
0.55	13.19	3.05	55.71
0.60	14.39	3.10	56.39
0.65	15.59	3.15	57.03
0.70	16.55	3.20	57.66
0.75	17.49	3.25	58.34
0.80	18.48	3.30	58.98
0.85	19.43	3.35	59.66
0.90	20.39	3.40	60.32
0.95	21.42	3.45	60.95
1.00	22.59	3.50	61.64
1.05	23.57	3.55	62.27
1.10	24.53	3.60	62.91
1.15	25.49	3.65	63.56
1.20	26.45	3.70	64.20
1.25	27.44	3.75	64.86
1.30	28.44	3.80	65.51
1.35	29.40	3.85	66.17
1.40	30.27	3.90	66.83
1.45	31.11	3.95	67.46
1.50	32.01	4.00	68.16
1.55	32.84	4.05	68.81
1.60	33.71	4.10	69.45
1.65	34.56	4.15	70.07
1.70	35.42	4.20	70.65
1.75	36.26	4.25	71.25
1.80	37.16	4.30	71.84
1.85	38.00	4.35	72.45
1.90	38.87	4.40	73.07
1.95	39.72	4.45	73.67
2.00	40.56	4.50	74.27
2.05	41.42	4.55	74.87
2.10	42.20	4.60	75.47
2.15	42.95	4.65	76.07
2.20	43.67	4.70	76.67
2.25	44.39	4.75	77.27
2.30	45.17	4.80	77.87
2.35	45.89	4.85	78.47
2.40	46.62	4.90	79.07
2.45	47.37	4.95	79.67
2.50	48.11	5.00	80.27
2.55	48.84	5.01 & above	1.125% of Cont.>\$5.00

Schedule D shows the monthly normal pension amount for a year of pension credit earned during 2007 and later under agreements with a 25% increase in the contribution rate that was in effect on December 31, 2004. The 25% increase must have been adopted before 2007. If the 25% increase is adopted in 2007, Schedule D does not apply until 2008.

These lifetime monthly benefits, plus an additional lifetime monthly benefit equal to 1.125% of all contributions above \$5.00, represent the standard benefit for a year of pension credit payable at or above age 62.

Previous schedules apply if the 25% increase is effective after January 1, 2007 or has not been adopted at all.