

**PLUMBERS AND PIPEFITTERS  
LOCAL UNION NO. 333  
PENSION FUND**

**SUMMARY PLAN DESCRIPTION  
EFFECTIVE JANUARY 1, 2022**



Prepared by:

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**PENSION FUND  
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Dear Participant:

We are pleased to furnish you with this Summary Plan Description (“SPD”) describing your pension benefits under the Plumbers and Pipefitters Local Union No. 333 Pension Plan (“Pension Plan” or the “Plan”).

Since this SPD contains important information about your pension and related benefits, we urge you to carefully review the entire document so that you can become more familiar with the types and amounts of benefits which may become available to you, or your beneficiaries, in the future.

Although this SPD provides accurate and essential information about the Pension Plan, you should understand that it is not a complete description. If there is ever a conflict between this SPD and the Pension Plan document, the plan document will control in all respects.

Your SPD has been prepared in such a manner that we hope it will be easily understood. However, because some of the provisions of the Pension Plan are complex, they cannot be fully described in simple terms and there may be certain portions that you do not completely understand. If this occurs, please feel free to contact the Fund Office for an explanation, or for additional information.

We will make every effort to continue to administer your Pension Plan in such a way that it can have the greatest benefit for you and your beneficiaries in future years. We hope that the Pension Plan will allow you to remain financially secure during your retirement years.

You will be notified of any future material changes to this SPD. It is extremely important that you inform the Plan Administrator if you change your address. The importance of a current, correct address on file with the Plan Administrator cannot be overstated. It is the ONLY way the Trustees can keep in touch with you regarding Plan changes and other developments affecting your interests under the Plan. This is your obligation; failure to fulfill this obligation could jeopardize your benefits. It is also important that your Beneficiary designation on file with the Plan Administrator is current. Be sure to notify the Fund Office if you wish to change your Beneficiary. In the meantime, after you have reviewed the booklet, we urge you to place it for safekeeping and keep it for future reference.

***Board of Trustees of the  
Plumbers and Pipefitters Local Union No. 333 Pension Fund***

## Article I - General Information

There is certain general information which you may need to know about your Pension Plan. This information has been summarized for you in this section.

1.1. **Name**. The name of the Plan is the Plumbers and Pipefitters Local Union No. 333 Pension Plan.

1.2. **Tax ID No.** The Plan's federal tax identification number is 38-3545518. The Plan number is 002.

1.3. **Records**. The Plan's records are maintained on a 12-month period of time. This is known as the Plan Year. The Plan Year begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup> each year.

1.4. **Nature of Plan**. The Pension Plan is considered by the federal government to be a defined benefit pension plan, subject to the Employee Retirement Income Security Act of 1974, (usually referred to as ERISA) and the IRS Code, as amended.

1.5. **Administrator**. Although the Plan is technically administered by the Board of Trustees, they have delegated certain administrative functions to the following third-party Plan Administrator:

TIC International Corporation  
6525 Centurion Drive  
Lansing, MI 48917-9275  
Telephone: (517) 321-7502 or 1(800) 273-5739 (Toll Free)  
Fax: (517) 321-7508

The Plan Administrator keeps the Plan's records and is responsible for its day-to-day operations. The Plan Administrator will also answer any questions that you may have about your Pension Plan.

1.7. **Trustees**. The Trustees of the Plan are:

### **EMPLOYER TRUSTEES**

Chad Myers (Chairman)  
Myers Plumbing & Heating, Inc.  
16825 Industrial Parkway  
Lansing, MI 48906

John Green  
220 Victor  
Highland Park, MI 48203

Kevin Jonas  
Paul E. Bengel Company  
420 E. Prospect Street  
Jackson, MI 49203

### **UNION TRUSTEES**

Price Dobernack (Secretary)  
Plumbers & Pipefitters Local 333  
5405 S. Martin Luther King Jr. Blvd  
Lansing, MI 48911

Chris Keck  
Plumbers & Pipefitters Local 333  
5405 S. Martin Luther King Jr. Blvd  
Lansing, MI 48911

Joseph Michilizzi  
Plumbers & Pipefitters Local 333  
5906 E. Morgan Road  
Battle Creek, MI 49037

Jason Kreger  
Aladdin, Inc.  
4809 James McDivitt  
Jackson, MI 49201

George VanCoppennolle  
Plumbers & Pipefitters Local 333  
3101 Allied Industrial Road  
Jackson, MI 49201

Becky Brimley (Alternate)  
Mid-Michigan Mech. Contra. Ass.  
901 S. Cedar Street, Suite 200  
Mason, MI 48854

1.8. **Legal Counsel.** The Trustees have retained the following legal counsel:

Novara Tesija Catenacci McDonald & Baas, P.L.L.C.  
888 West Big Beaver Rd., Suite 600  
Troy, Michigan 48084  
Tel (248) 354-0380  
Fax (248) 354-0393

The Plan's legal counsel is responsible for accepting any legal documents involving the Plan.

1.9. **Service of Legal Process.** Service of legal process may be accomplished upon any Plan Trustee or on the Fund's legal counsel at the following address:

Novara Tesija Catenacci McDonald & Baas, P.L.L.C.  
888 West Big Beaver Rd., Suite 600  
Troy, Michigan 48084

1.10 **General Information.** The Plumbers and Pipefitters Local Union No. 333 Pension Fund was established by Local 333 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, and the Mid-Michigan Mechanical Contractors' Association, Inc. You may receive, upon written request to the Plan Administrator, information as to whether a particular employer contributes to the Plan, and if so, the employer's address.

The Plan is maintained pursuant to one or more collective bargaining agreements, and copies of those agreements may be obtained by Participants and Beneficiaries upon written request to the Plan Administrator. Copies of the agreements are also available for in-person examination at the Plan Administrator's office.

## **Article II - Definitions**

The following definition of terms are used in the Plan and this SPD and may be helpful to you in understanding the benefits that are provided by the Plan and your rights under the Plan.

**2.1 Accrued Benefit.** "Accrued Benefit" means the monthly amount of the normal retirement benefit, payable as of a Participant's Normal Retirement Age, based on the Years of Credited Service accrued by such Participant under any Predecessor Plan and the applicable benefit rate or rates in effect as of the date such determination is made, or such other benefit calculation formula as provided for herein.

**2.2 Active Participant.** "Active Participant" means an Employee who is in the process of acquiring eligibility to receive benefits, and who has not become an Inactive Participant, a Former Participant or a Vested Former Participant.

**2.3 Association.** "Association" means the Mid-Michigan Mechanical Contractors Association, Inc., or any successor thereto.

**2.4 Beneficiary.** "Beneficiary" means the person or persons designated by a Participant to receive benefits from the Plan in the event of his death, or, in the absence of an effective designation, or if such designated person or persons shall have died, the first of the following classes of Beneficiaries, in successive preference, then surviving: the Participant's (a) Spouse; (b) children; (c) parents; (d) brothers or sisters; (e) estate. The term "children" shall include legally adopted children. Any Beneficiary designation may from time to time be revoked and a new designation may from time to time be made by the Participant, subject to the Spousal consent requirements of the law. All such designations or revocations to be effective shall be duly executed by the Participant and filed with the Trustees during the lifetime of the Participant.

**2.5 Board of Trustees.** "Board of Trustees" means all of the individuals designated as Trustees under the Trust Agreement who have consented in writing to act in that fiduciary capacity, pursuant to the terms and conditions of the Trust Agreement.

**2.6 Break in Service.** A "Break in Service" shall occur if insufficient Hours of Service are accrued by a Participant, as provided in Article 4.6 hereof.

**2.7 Collective Bargaining Agreement.** "Collective Bargaining Agreement" means any contract entered into between the Union and the Association, or any Employer, pursuant to which the Employer has agreed to contribute to the Trust Fund, as well as any renewal or extension thereof. A participation agreement, or any other written agreement requiring contributions hereto, will be deemed to be a Collective Bargaining Agreement hereunder.

**2.8 Covered Employment.** "Covered Employment" means:

- (a) Employment with an Employer, for which the Employer has agreed, through a written Collective Bargaining Agreement with the Union or other written agreement, to contribute to this Pension Fund;
- (b) For purposes of determining eligibility for benefits and Years of Vesting Service only, "Covered Employment" also means contiguous employment with an Employer, in work which is not within the jurisdiction of the Union, and which was continuously performed immediately prior to or after employment with such Employer, or a controlled group of employers, which was both within the craft jurisdiction of the Union and occurred during a period of time in which such Employer had an obligation to contribute to the Fund. Covered Employment shall also include any employment in a salaried position with the Union or any other Local, Zone, State Conference or subdivision thereof, if such employment is performed immediately prior to or after employment with an Employer or the Union. Such service shall not be used for purposes of determining benefit accruals under the Plan.



**2.9 Date of Determination.** "Date of Determination" means the last day a Participant worked in Covered Employment prior to incurring a Break in Service or prior to receiving his payment of a pension benefit if no Break in Service has been incurred. The benefit rate applicable to each period of participation prior to a Break in Service establishing a Participant's Date(s) of Determination will be used to calculate the amount of the Participant's pension benefit provided under the Plan.

**2.10 Effective Date.** The "Effective Date" of this Plan shall be July 1, 2000.

**2.11 Entry Date.** "Entry Date" means the date a Participant satisfies the participation requirements of Article 3.1.

**2.12 Employee.** Employee means any individual employed by an Employer, who is covered by a Collective Bargaining Agreement, including any Employee in a salaried capacity employed by the Union, on whose behalf the Employer has agreed to make contributions to this Fund. No individual who has a direct or indirect ownership interest in an Employer, as a partner or self-proprietor, shall be eligible to participate herein, although contributions may be required on behalf of such individual.

**2.13 Employer.** Employer means any of the following:

- (a) Any member of the Association who is bound by the terms of a Collective Bargaining Agreement between the Union and the Association, or such other written agreement, to make contributions to the Fund on behalf of its Employees who are covered by the Collective Bargaining Agreement.
- (b) Any other Employer engaged in work coming within the trade, craft and geographical jurisdiction of the Union who is obligated by a Collective Bargaining Agreement, or such other written agreement, to make contributions to the Fund on behalf of its Employees who are covered by the Collective Bargaining Agreement and which, in writing, adopts and agrees to be bound by the Trust Agreement.
- (c) The Union, solely to the extent that it acts in the capacity of an employer of its business representative or its Employees, providing it agrees in writing to be bound by the Trust Agreement and to make contributions to the Fund on behalf of such Employees.

**2.14 Hour of Service.** "Hour of Service," as defined in the following subsections, shall be credited to the Participant in the Plan Year in which the Hour of Service is worked, or credited to the Participant, and means:

- (a) Each hour for which an Employee is directly or indirectly paid or entitled to payment by an Employer for the performance of duties and for which an Employer is required to make contributions on behalf of the Employee to the Fund, pursuant to the Collective Bargaining Agreement, during each Plan Year. Each such hour shall be credited to the Employee for the period in which he performed the duty, regardless of when payment is made or due.
- (b) Each hour, up to a maximum of 436 hours in any continuous period, for which an Employee is directly or indirectly paid or entitled to payment by

an Employer for reasons other than the performance of duties (such as vacation, sickness or temporary disability). Hours credited for reasons other than the performance of duties will be credited in accordance with the Department of Labor Regulations 2530.200(b)-2(b) and (c), as amended from time to time.

- (c) Each hour for which back pay, irrespective of mitigation of damage, has been either awarded or agreed to by an Employer. Such hours shall be credited to the Employee for the period(s) to which the award or agreement pertains rather than the period(s) in which the award or agreement has been made.

Notwithstanding the provisions of subsection (b) above, hours for which an Employee is directly or indirectly paid or entitled to payment for a period during which no duties were performed shall not be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation or disability insurance laws.

Solely for purposes of determining whether a Break in Service, as defined herein, for participation and vesting purposes has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to him if not for such absence. In any case in which such Hours of Service cannot be determined, eight Hours of Service per day of such absence shall be credited, except that the total number of hours treated as Hours of Service under this paragraph shall not exceed 436. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence due to (i) the pregnancy of the individual, (ii) the birth of the individual's child, (iii) the placement of a child with the individual in connection with the adoption of such child by such individual, or (iv) caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited (i) in the Plan Year in which the absence begins, if the crediting is necessary to prevent a Break in Service in such year, or (ii) in all other cases, during the following Plan Year. Hours of Service shall continue to accrue during a period of military service covered by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as provided in Sections 2.3 and 2.4.

**2.15 Participant.** "Participant" means an Employee who has met the eligibility requirements for participation as set forth herein. Once an Employee becomes an Active Participant, he shall remain an Active Participant until his Break in Service, retirement, death, or other termination of participation renders him Inactive. Once an individual ceases being an Active Participant, he shall be deemed an Inactive Participant, Former Participant, Vested Former Participant, Deceased Participant, or Normal, Early, or Disability Retiree, whichever is applicable. For purposes of converting from a Disability Benefit to a Retirement Benefit, the Participant will be considered an Active Participant (for purposes of early retirement reductions) at conversion date.

**2.16 Pension Plan.** "Pension Plan" means this plan, program, method and procedures for the making of regular contributions by Employers and the payment by the Trustees of benefits from the Pension Fund, in accordance with such rules and regulations relating to eligibility requirements, retirement age, amount and computation of benefits, and the general administration and operation of the Pension Fund, as herein adopted or as the Trustees may from time to time adopt and promulgate. Individuals who ceased being a Participant herein prior

to the adoption of this Plan, or who otherwise participated in any predecessor Plan, shall have their rights determined under the terms of the predecessor Plan, unless specifically provided for herein. Any plans that are merged into this Plan shall be referred to as Predecessor Plans.

**2.17 Pension Trust, Pension Fund or Pension Trust Fund.** “Pension Trust,” “Pension Fund” or “Pension Trust Fund” shall be synonymous with and mean the United Association of Journeymen Plumbers and Journeymen Steamfitters and Pipefitters Local Union No. 333 Pension Trust Fund, as amended from time to time. Any Trusts that are merged into this Trust Fund shall be referred to as Predecessor Trusts.

**2.18 Plan Year.** “Plan Year” means a year commencing on July 1<sup>st</sup> and ending on the following June 30<sup>th</sup>. Plan Year shall also be deemed the Limitations Year.

**2.19 Predecessor Plan(s).** For purposes of this Plan, the term Predecessor Plan or Plans shall refer to the Plumbers and Pipefitters Local 313 Pension Plan, the United Association of Journeymen Plumbers and Journeymen Steamfitters and Pipefitters Local Union No. 333 Pension Plan and the United Association of Journeymen Steamfitters and Pipefitters Local Union No. 388 Pension Plan, which have been merged to form this Plan.

**2.20 Spouse.** “Spouse” means the individual to whom a Participant is married for at least one year ending on the earlier of his survivor annuity starting date, or the date of death. If a Participant marries within the one-year period before the survivor annuity starting date and has been married to that Spouse for at least one year on the date of his death, the Participant and his Spouse will be treated as having been married throughout the one-year period ending on the Participant’s annuity starting date. A former Spouse shall be treated as a Spouse to the extent provided by IRC Section 414(p), and ERISA Section 206.

**2.21 Trustees.** “Trustees” means the persons designated by the Union, Association or Employers to administer the Pension Trust and this Plan. The Trustees shall be deemed the named fiduciaries hereunder.

**2.22 Union.** “Union” means the United Association of Journeymen Plumbers and Journeymen Steamfitters and Pipefitters Local Union No. 333, including any predecessor or successor thereto.

**2.23 Vested Former Participant.** “Vested Former Participant” means any Participant who has become vested in his Accrued Benefit and has incurred a Break in Service, prior to attainment of his Early Retirement Age.

**2.24 Year of Credited Service.** “Year of Credited Service” means a Plan Year in which a Participant has completed the necessary Hours of Service, as set forth in Article 3.3., to accrue a Year of Credited Service. Years of Credited Service shall be used to determine the amount of the Participant’s Accrued Benefit earned under a Predecessor Plan prior to the Effective Date of this Plan.

**2.25 Year of Vesting Service.** “Year of Vesting Service” will be accrued by a Participant, in accordance with Article 4.3. Years of Vesting Service shall be used to determine the Participant’s eligibility for participation and certain benefits, such as early retirement and disability, as well as vesting rights hereunder.

## Article III - Contributions and Participation

### 3.1. ***How Are Contributions Made to the Pension Plan?***

Your Employer is required to contribute to this Plan an hourly amount required under the Union's Collective Bargaining Agreement (or a participation agreement), for each Hour of Service you perform. The contributions are made on a monthly basis by your Employer.

### 3.2. ***How Are the Trust Plan's Assets Invested?***

The Trustees are responsible for selecting the appropriate investment vehicles for the investment of the Plan's assets. The Trustees have retained a professional investment consultant and professional investment managers to handle the actual investing of the Plan's assets.

### 3.3. ***How Do I Become a Participant?***

As an eligible employee, you will become a Participant on your date of hire in employment covered by an applicable Collective Bargaining Agreement. To be an eligible employee, you must work under the Union's Collective Bargaining Agreement and work for an employer who is required to make contributions to the Plan. If you are already a participant in a Predecessor Plan, you will automatically be a Participant in this Plan.

## Article IV - Types of Service

### 4.1. ***What Is Vesting Service?***

Vesting service is used to determine your right to certain benefits which can never be taken away from you, even if you stop working for contributing employers and leave the trade entirely. Vesting service is also used to establish your eligibility for benefits, which include early retirement and disability. You receive a Year of Vesting Service for each Plan Year in which you accrue at least 870 Hours of Service. A partial Year of Vesting Service (equal to 1/10<sup>th</sup> of a Year of Vesting Service) is accrued for each 87-hour increment that you work. Vesting service also continues to accrue during certain qualified leaves of absence, which include military leave, paternity/maternity leave, and certain disabilities. Likewise, work for the Union, other than certain non-covered service, may also be treated as Covered Employment for vesting purposes. Any vesting service that you accrued under any Predecessor Plans will be recognized by this Plan.

### 4.2. ***How Do I Become Vested?***

If you incurred a Break in Service under a Predecessor Plan, prior to this Plan's effective date (July 1, 2000), your vesting status will be determined in accordance with the provisions of that plan. On or after July 1, 2000, you become 100% vested in your Accrued Benefit once you accumulate five (5) consecutive Years of Vesting. If you were fully vested under a Predecessor Plan, you will also be fully vested under this Plan. All Years of Vesting Service earned under a Predecessor Plan will be carried over to this Plan, unless they were forfeited, as explained below in Article. Any Participant who reaches age Normal Retirement Age prior to completing the vesting service requirements shall be 100% vested in his Accrued Benefit.

### 4.3 ***What is Credited Service?***

Years of Credited Service shall be used to determine the amount of the pension benefit that was accrued under the Predecessor Plan(s), prior to the Effective Date of this Plan. Credited service is computed on the basis of a Year of Credited Service, which is accrued under the rules used by the Predecessor Plans to calculate such service. Generally, the Predecessor Plans required 1,600 hours of service for a full Year of Credited service, although they differed somewhat on how partial years of credited service were granted. You should consult the Predecessor Plan(s) if you have any questions about how your credited service was accrued before this Plan became effective.

### 4.4 ***Does Credited Service Continue to Accrue Under the Plan?***

No. Accrual of credited service ceased on the effective date of this Plan. Your future benefits under this Plan are no longer calculated on the basis of credited service multiplied by a benefit rate but are calculated by a benefit multiplier which establishes your monthly benefit as a percentage of the employer contributions made on your behalf. Of course, your credited service earned under any of the Predecessor Plans will be used to determine the amount of your pension benefit accrued prior to this Plan's effective date (July 1, 2000) and added to the benefit amount earned under this Plan, as explained in Article V of this SPD.

#### 4.5. ***How Does Credited Service Differ From Vesting Service?***

Vesting service determines whether you are *eligible* to receive a benefit from the Plan, whereas credited service is a component in the benefit formula to determine the *amount* of benefit you earn. Credited service was used by the Predecessor Plans to determine the amount of your benefit, while vesting service was, and continues to be used to determine your eligibility for benefits under this Plan and the Predecessor Plans.

#### 4.6 ***What Is a Break in Service?***

A Break in Service occurs if you do not perform at least 160 Hours of Service during a Plan Year (July 1st through June 30th). No Break in Service will occur during a period of recognized disability, service in the armed forces, maternity or paternity leave, or for a leave of absence granted by the Trustees.

#### 4.7. ***What Is the Effect of a Break in Service?***

If you incur a Break in Service, you will no longer be considered a Participant in the Plan. If you are 100% vested at the time the Break in Service occurs, you will retain your rights to receive your benefits accrued under this or any Predecessor Plan, upon satisfying the eligibility requirements for retirement benefits that were in effect at the time of your Break in Service. You will then be known as a “vested deferred” retiree since you were not an Active Participant at the time of your retirement. When you become eligible for benefits, they will be calculated using eligibility criteria and at the rates that were in effect under this or the Predecessor Plan when your Break in Service occurred. That means, if your Break in Service occurred under a Predecessor Plan, the benefit rates and eligibility criteria applicable to that Predecessor Plan will be used to determine your benefits when you become eligible for your vested deferred retirement.

#### 4.8. ***What Happens If I Quit and Later Come Back to Work?***

If you are 100% vested at the time you stop working, you will retain your rights to your accrued benefits (at the rates in effect at the time of the Break in Service). If you are not 100% vested and return to work (by performing at least 87 Hours of Service within a Plan Year) before having 5 consecutive 1 year Breaks in Service, your accrued benefits will not be forfeited, and you will then have a chance to become fully vested. Of course, if you do not return back to work within the five-year period and you are not vested in your accrued benefits, they will be forfeited. Again, both the vesting service and the five-year period will be carried over from the Predecessor Plans.

### **Article V - Benefits**

#### 5.1. ***When Do I Become Eligible for Benefits?***

You will become eligible for benefits on, or after, the occurrence of any one of the following events (assuming you are 100% vested):

- (i) **Normal Retirement Age** - When you attain the age of 62 and withdraw from Covered Employment. For Participants



who accrue at least one Hour of Service on or after July 1, 2002, a different Normal Retirement Age applies depending upon the date of benefit accrual, as follows:

Benefit Accrual Period	Normal Retirement Age
Before June 30, 2008	61
July 1, 2008 – June 30, 2018	62
July 1, 2018- Present	65

- (ii) **Early Retirement Age-** When you attain the age of at least 55, accrue at least ten Years of Vesting Service, and withdraw from Covered Employment. The ten Years of Vesting Service requirement does not apply if you are age 60 or older. Keep in mind that benefits paid at Early Retirement Age are subject to a reduction factor.
- (iii) **Disability (Active Employees Only) -** Upon the occurrence of a physical or mental condition, resulting from bodily injury, disease, or mental disorder, which renders you totally and permanently incapable of continuing or performing any work, as defined as Covered Employment in the collective bargaining agreement, provided that you have at least eight Years of Vesting Service (under this and/or a Predecessor Plan) and otherwise meet the disability eligibility criteria.
- (iv) **Participant’s Death-** Upon your Death, your beneficiaries are eligible for benefits from this Plan as explained in Section 5.11 of this SPD.

**5.2. How Are Accrued Benefits Calculated?**

Depending on your specific circumstances, your total monthly Accrued Benefit could consist of two components, a past service benefit and a future service benefit. If you participated in any of the Predecessor Plan(s), the past service benefit will be the amount due to you under the terms of that plan prior to this Plan’s Effective Date (July 1, 2000). The future service benefit will be the amount earned after this Plan’s Effective date, which will be added to the past service benefit.

The future service benefit is calculated based on the percentage of the total employer contributions credited for retirement benefits on your behalf by this Plan Currently, the multiplier is 2.34% of your total employer credited contributions , made on or after this Plan’s Effective Date.

For example, assume that at age 62 the total employer credited contributions received by this Plan on your behalf are \$50,000. The future service portion of your monthly benefit amount will be calculated as follows:

$$\$50,000 \times 2.34\% = \$1,170 \text{ per month.}$$

Employer uncredited contributions for other purposes, such as to fund new or improved benefits, shall not be taken into consideration for future service benefit calculation purposes.

The future service benefit amount will be added to past service benefit amount earned from the Predecessor Plan sponsored by Locals 313, 335 or 388.

For example, if you had also accrued a past service benefit of \$2,000 per month under any of the Predecessor Plan(s), your total monthly Accrued Benefit would be \$3,170 per month (\$2,000 past service benefit plus \$1,170 future service benefit).

Keep in mind that this amount may be reduced for early retirement or spousal annuity options that you elect. Participants that incurred a Break in Service that is not cured prior to retirement will have their benefits calculated at the rates (and eligibility rules) in effect at the time the Break in Service occurred.

If you only worked on or after the Effective Date of this Plan, your Accrued Benefit will be based only on the future service benefit formula

**5.3. What If I Want to Retire Before Normal Retirement Age?**

This Plan provides benefits for retirement as early as age 55; however, your benefits will be reduced if you retire before your Normal Retirement Age. The amount of your benefit depends on your age at the time of retirement. To be eligible for early retirement benefits, you must also accrue at least ten Years of Vesting Service (except after age 60).

**5.4. Do I Have to Retire at My Normal Retirement Age?**

No. You may continue to participate in the Plan past your Normal Retirement Age. Keep in mind that if you retire and return to covered employment, your monthly benefits may be suspended by the Plan, as explained in Section 5.14 of this SPD.

If you choose to work past your Normal Retirement Age, your Accrued Benefit will be adjusted to account for the Late Retirement Date. Your Accrued Benefit at your Late Retirement Date is the greater of either (1) the Accrued Benefit at your Normal Retirement Date multiplied by a late retirement factor, or (2) the Accrued Benefit at your Late Retirement Date.

As an example, here is a calculation for a Participant retiring at age 62:

Time Period of Accrual	Normal Retirement Age	Type of Retirement for Accrual Period	Late Retirement Factor (if applicable)
Accrued as of 7/1/00	62	Normal	
Accrued 7/1/00-6/30/08	61	Late	1.09896
Accrued 7/1/08-6/30/18	62	Normal	
Accrued on and after 7/1/18	65	Early	



As you see in the example, for a Participant retiring at age 62 today, he will receive a factor that increases the Accrued Benefit for the hours applicable to the time period when the Normal Retirement Age in this Plan was 61.

### 5.5. **How Are Early Retirement Benefits Calculated?**

Early retirement benefits are calculated in the same manner as normal retirement benefits, but they are then reduced to reflect your age at early retirement. The starting point for these calculations is to determine the amount of your monthly Accrued Benefit as described in Section 5.2. This amount is then reduced for early retirement to take into account that your benefits will be paid over a longer time span.

The reduction factors for your early retirement benefit depend upon whether or not your early retirement benefit will commence on or before July 1, 2021. The reduction factors for early retirement benefits commencing on or after July 1, 2021 will be applied as follows:

#### **EARLY RETIREMENT BENEFITS COMMENCING ON OR AFTER JULY 1, 2021**

Accrual Period	Reduction Factor	Explanation
(A) Before July 1, 2000 through present	For all Locals, .7% per month for the first 48 months that the Participant's age is under 60 and .5% per month thereafter.	The unreduced Early Retirement age was lowered to age 60 for active participants commencing benefits on or after July 1, 2021.

For example, if we use the \$3,170.00 monthly benefit amount from the example shown above in Section 5.2, and assume you are age 55 at your retirement, which means you are sixty (60) months short of the unreduced Early Retirement Age of 60, the early reduction factors will be applied as follows:

# of Months Early	Monthly Reduction Factor	Monthly Reduction Factor times # of Months	Amount of Reduction
48	.007	.336	\$1,065.12
12	.005	.06	\$190.20
Total Reduction			\$1,255.32

<b>Net early retirement benefit:</b>	\$3,170.00
	<u>- 1,255.32</u>
	\$1,914.68

These early reduction factors take into account the fact that you will receive your benefit over a longer period of time (60 additional

months in this example) than if you retired at your unreduced Early Retirement Age,

#### 5.8. **What Pay-Out Options Are Available at My Retirement?**

By law, your benefits must be paid in the following benefit forms unless you and your Spouse, if any, waive them and select one of the optional benefit forms described in Section 5.9:

- a. **Married Individuals.** If you are married on your retirement date, you will receive a “ten-year certain” joint and survivor annuity benefit, which will provide you with an actuarially adjusted monthly benefit and your Spouse with a survivor benefit for his/her life, equal to half (50%) of your adjusted benefit amount. The ten-year certain feature means that the benefit will be paid to you, your Spouse or a designated beneficiary for not less than ten years (120 monthly payments). The amount of the annuity will depend on various actuarial factors, such as your age, your spouse’s age and the interest rates then in effect. The benefit amount will not be adjusted for the ten-year certain factor, but only for the surviving annuity feature. If you desire a different form of benefit, you must waive the joint and survivor option, in writing, with your Spouse’s written consent, which must be witnessed by a notary public or a Plan representative.
- b. **Single Individuals.** If you are single on your retirement date, you will have the choice of receiving a single life annuity benefit or one of the optional forms of benefits described in Section 5.9 of this SPD.

#### 5.9. **What Optional Benefit Forms Can I Select?**

If you waive the regular benefit options described in Section 5.8 (with spousal consent, if applicable) or if you are single, you may select one of the following optional forms of benefit payment, which may be subject to actuarial reductions in value:

- a. **Life Ten-Year Certain** – you will receive monthly payments for your lifetime, but if you die before 120 months of benefits have been paid, the balance will be paid to your Beneficiary. Since this benefit is payable over your lifetime, there is no remainder benefit to your Beneficiary following your death (other than any remainder of the 120 guaranteed payments), hence there is no survivor annuity reduction in the amount of your benefit, nor is there any reduction for the ten-year certain feature. If your Beneficiary does not live to receive the remaining payments, the actuarial equivalent of the balance will be paid in a lump sum to a person designated by the Beneficiary. However, no lump sum payments will be payable if the Plan is in “critical/red zone” status.
- b. **Alternative annuities** - you may elect one of the optional forms of benefits, such as 66⅔%, 75% or 100% joint and survivor annuity, which is the same form of benefit as the 50% survivor annuity, (without the ten-year certain feature) but with a greater survivor benefit paid to your designated Beneficiary (66⅔%, 75% or 100% of your adjusted monthly benefit) upon your death - requiring a greater reduction in your monthly benefit during your lifetime to compensate for the greater benefit paid to your Beneficiary. Keep in mind that these annuities do not have the ten-year certain feature discussed earlier.

- c. **Life Five-year certain** –you will receive the actuarial equivalent of the single life annuity for your lifetime, but if you die before 60 months of benefits have been paid, your Beneficiary will receive the balance of the payments over that period. If your Beneficiary does not live to receive the remaining payments, the actuarial equivalent of the balance will be paid in a lump sum to a person designated by the Beneficiary. However, no lump sum payments will be payable if the Plan is in “critical/red zone” status.
- d. **Life-Twenty Year Certain** – you will receive the actuarial equivalent of the single life annuity monthly payments for your lifetime, but if you die before 240 months of benefits have been paid, the balance will be paid to your Beneficiary. If your beneficiary does not live to receive the remaining payments, the actuarial equivalent of the balance will be paid in a lump sum to a person designated by the beneficiary. However, no lump sum payments will be payable if the Plan is in “critical/red zone” status.
- e. **Predecessor Plans** - you also have the right to select any benefit payment option that was available to you under a Predecessor Plan with respect to the part of your benefit that was accrued under such a Predecessor Plan.

The Fund Office will provide you with the amounts of each of these benefit options so that you (and your Spouse, if any) can make the appropriate election for your benefit. You may waive the regular benefit options described in Section 5.8 (with spousal consent, if applicable) by properly executing a form that will be provided to you by the Plan Administrator upon your request.

#### 5.10. ***What If My Spouse Dies First?***

If your Spouse predeceases you after you retire and you selected one of the joint and survivor benefit options (except the 50% joint and survivor benefit), your benefits will be increased for future payments to the single life form of benefit, which is not subject to actuarial reduction factors.

#### 5.11. ***How Are Benefits Paid Upon My Death?***

Eligibility and the amount of death benefits depends on whether you have retired and whether you are a vested Participant at the time of your death.

- a. **After Retirement** - The amount of benefit paid to your Spouse or Beneficiary will be based on the option selected at retirement as described in Section 5.8 and 5.9. Of course, if you select a single-life annuity, no residual benefits will be paid to your Spouse or to any Beneficiary.
- b. **Prior to Retirement** - If you are married, vested, and die prior to retirement, your surviving Spouse will receive 50% of your joint and 50% survivor benefit payable at your earliest retirement date. If you are single, vested, and die prior to retirement, your Beneficiary will receive a lump sum payment equal to 100% of your contributions. However, no lump sum payments will be payable if the Plan is in “critical/red zone” status.

#### 5.12. **Who Can Be My Beneficiary?**

If you are married at the time of death, your Spouse will automatically be the Beneficiary of any survivor or death benefits payable from the Plan, unless you elect otherwise, in writing, with your Spouse's written consent. If you wish to designate a Beneficiary other than your Spouse, your Spouse must first consent to waive any right to the survivor or death benefit. Your Spouse's waiver must be witnessed by a Plan representative or a notary public. If you are unmarried, you must execute an election form to designate a Beneficiary to receive any death benefits due from the Plan. If you do not designate a Beneficiary, then the first of the following classes of Beneficiaries, in successive preference, then surviving will be deemed your Beneficiary:

1. Spouse
2. Children
3. Parents
4. Brothers and sisters
5. Estate

#### 5.13. **How Are Disability Benefits Paid?**

Disability retirement benefits are calculated and paid in the same manner as retirement benefits discussed above in this SPD, except that disability retirement benefits are paid out at the time that you become disabled and otherwise meet the Plan's disability eligibility criteria, which include at least ten Years of Vesting Service and at least one Hour of Service under the current Plan.

If you apply for disability on or after January 1, 2019, the amount of the monthly disability benefits shall be equal to your Accrued Benefit calculated as if you had reached age 55 (or at your current age if over 55) and immediately elected to receive an early retirement benefit as of such date in the form of a single life annuity. The disability retirement benefit shall otherwise be calculated in the same manner as an early retirement benefit described in Article 5.5, Generally, your disability retirement date is the later of the date of disability as determined by the Social Security Administration or the date of your application for disability benefits. If you qualify for a disability retirement, you may be required to periodically submit to an exam to verify that your disability is ongoing.

A disability retirement benefit will convert to retirement benefit not later than the disability conversion age which is applicable during the period you first become disabled. For purposes of converting from a disability retirement benefit to a retirement benefit, you will be considered an Active Participant (for purposes of early retirement reductions) at conversion date. The disability conversion age is as follows:

- 1) For Participants who became disabled prior to July 1, 2018, the Normal Retirement Age which was applicable during the period the Participant first became disabled, or
- 2) For Participants who became disabled on or after July 1, 2018 and prior to July 1, 2021, age 62, or
- 3) For Participants who became disabled on/after July 1, 2021 or Participants who became disabled on/after July 1, 2018 and who had not

attained age 62 as of July 1, 2021, age 60, or else July 1, 2021 (if later).

If you are receiving (or entitled to receive) a disability retirement benefits and die before disability conversion age, your Beneficiary will be entitled to the qualified preretirement death benefits described in 5.11(b).

#### **5.14. *Can My Benefits Be Suspended?***

Yes. Your monthly benefits will be suspended for any month in which you work 40 hours or more at the trade (including in a supervisory capacity, managerial capacity or you are self-employed) in the State of Michigan. When you retire again, your benefit payments will resume in the same amount under the same option as they were before you returned to work. The initial payment upon resumption shall include the payment scheduled to occur and any amounts withheld from the time such reemployment was terminated. Once payment of benefits has resumed, the Plan may withhold up to 100% of your normal benefit payment in the month that payment of your benefits is resumed (and no more than 25% of the amount due in each subsequent calendar month) until the Fund has been repaid all payments that were made to you during the period when your benefits should have been suspended. You will receive a written notice from the Plan if your benefits are suspended.

Any additional contributions and service accrued during your suspension period will be credited to you in the same fashion as if you were an Active Participant. You must notify the Plan in writing immediately upon your return to Covered Employment following your retirement. The Fund may also require you to periodically certify that you are not working in Covered Employment in order to continue receiving retirement benefits. This suspension of benefits rule may be lifted during certain periods of full employment or at other times, as the Trustees deem appropriate in their sole discretion.

#### **5.15 *Are My Benefits Insured?***

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit rate, plus (2) 75% of the next \$33 of the monthly benefit rate, times (3) your years of service. The PBGC's maximum guarantee limit is \$35.75 per month multiplied by a Participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870. These amounts change from time to time.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the earlier of: (i) The date the Plan terminates or (ii) the time the Plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain disability and death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

#### **5.16 *Can the Plan's Funding Status Affect My Benefits?***

Yes. Pension plans entering endangered or critical status may result in changes to future benefit accruals and reduction of future benefits available to you and other Participants. You will be notified if the Plan enters either endangered or critical status.

### **Article VI - Claims**

#### **6.1. *How Do I Apply For Benefits Under The Plan?***

Benefits will be paid to you or your Beneficiaries upon the completion of the appropriate forms and your withdrawal from covered employment. All requests for benefits should be made to the Plan Administrator, whose address and telephone number are shown in Section 1.5 of this SPD.

#### **6.2. *How Are Benefit Claims Reviewed?***

Your request for benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will furnish you with a written notice of the denial. This written notice must be provided to you within a reasonable period of time (generally within 90 days, or within 45 days if the claim is for disability benefits) after the receipt of your claim by the Plan Administrator. The written notice must contain the following information:

- (1) The specific reason(s) for the denial;
- (2) specific reference to the pertinent Plan provisions on which the denial is based;
- (3) a description of any additional material or information necessary for the claimant to perfect the claim, and an explanation of why such material or information is necessary; and
- (4) appropriate information as to the steps to be taken if the claimant wishes to submit his claim for review.



- (5) a description of the Plan's claim review procedures, the time limits under the procedures and a statement regarding the claimant's right to bring a civil action under ERISA 502(a) following an adverse benefit determination on appeal, which description shall inform the claimant the he or she must commence legal action under ERISA Section 502(a), if at all, no later than one (1) year from the date of mailing by the Plan Administrator of the final notice of adverse benefit determination, and
- (6) For disability claims, the notice of claim denial shall contain the following:
  - (i) A copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination.
  - (ii) If any medical or vocational experts were involved in making the Adverse Benefit Determination, those experts must be identified, their explanations must be included, and the notice must note whether the expert advice was relied upon. If the Plan disagrees with the expert's opinion, the notice must include the basis for disagreeing with the expert opinion.
  - (iii) All notices shall be in a culturally and linguistically appropriate manner. If the claimant is domiciled in any United States county where ten percent or more of the population residing in that county is literate in only in the same non-English language, then the Plan shall ensure the following: (a) language services are provided in the applicable non-English language; (b) notices include a statement prominently displayed in the applicable non-English language clearly indicating how to access the language services provided by the Plan; and (c) language services are sufficient to allow claimants to understand their rights and obligations in regards to effectively filing claims and appeals.
  - (iv) A statement regarding the Claimant's right to bring a civil action under ERISA section 502(a) following the Adverse Benefit Determination on appeal which description shall inform the claimant the he or she must commence legal action under ERISA Section 502(a), if at all, no later than one (1) year from the date of mailing by the Plan Administrator of the final notice of adverse benefit determination.

### **6.3. *What Rights Do I Have If My Claim Is Denied?***

If your claim has been denied and you disagree with the denial, wish to submit your claim for review by the Trustees, you must follow the Claims Review Procedure.

1. Upon the denial of your claim for any benefit provided by the Plan, you may file your request for review, in writing, with the Administrator, addressed to the Trustees.
2. **YOU MUST FILE THE CLAIM FOR REVIEW WITHIN A REASONABLE TIME, BUT NOT MORE THAN 60 DAYS (180 FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM.**
3. You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Trustees. You must be provided, upon request and free of charge, access to and copies of all documents, records and other information relevant to the claim. A document is considered relevant to the claim if it (i) was relied upon in making the benefit determination; (ii) was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the decision; (iii) demonstrates compliance in making the benefit decision with the requirement that the benefit determinations must follow the terms of the plan and be consistent when applied to similarly situated claimants.
4. The review on appeal must consider all comments, documents, records and other information submitted by the claimant, without regard to whether such information was submitted or considered in the initial benefit determination. The appeals procedure for a disability claim also must provide the following regarding the review process: (i) review on appeal must not defer to the initial adverse benefit determination and may not be conducted by the individual who made the initial adverse benefit determination nor the subordinate of such individual; (ii) in deciding the appeal of any benefit determination that is based in whole or in part on a medical judgment, the Plan fiduciary conducting the appeal must consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment; (iii) the health care professional engaged with respect to the review of the claim on appeal may not be an individual who was consulted in connection with the initial adverse benefit decision nor the subordinate of such individual; and (iv) medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the claim (even if the advice was not relied upon in the benefit determination) must be identified.
5. Your claim for review must be given a full and fair review generally no later than the following Trustees' meeting. If your claim is denied, you will be provided with written notice of this denial within 90 days after the Trustees' receipt of your written claim for review. There may be times when this 90-day period may be extended. This extension may only be made, however, where there are special circumstances communicated to you in writing within the 90-day period. If there is an extension, a decision will be made as soon as possible, but not later than 180 days after receipt by the Trustees of your claim for review.

If your claim is for disability benefits, written notice of a decision will be furnished to the claimant within 45 days of the receipt of the claim by the Trustees, unless special circumstances require an extension of time for processing the claim. If



such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the end of the initial 45-day period. If a second extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the end of the 75-day period after filing the claim. In no event shall any extension regarding disability benefits exceed 105 days of receipt of the claim by the Trustees.

6. The Trustees shall provide notice of the benefit determination on appeal to you as soon as possible, but no later than five days after the benefit determination is made. The Trustees' decision on your claim for review will be communicated to you in writing and will include specific references to the pertinent Plan provisions on which the adverse benefit determination was based, the specific reasons for the denial, a description of the Plan's claim review procedures, the time limits under the procedures and a statement regarding your right to bring a civil action under ERISA 502(a) following an adverse benefit determination on appeal. For disability claims, you are entitled to a copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination or a statement that such rule was relied upon and that a copy of such rule will be provided free of charge to the claimant upon request, and access free of charge to and copies of all documents, records and other information relevant to the benefit claim.
7. If the Administrator's decision on review is not furnished to you within the time limitations described above, your claim shall be deemed denied on review.
8. Any decision rendered by the Trustees, or their authorized agent, after compliance with the foregoing conditions and claim appeal procedures, will be final and binding upon all parties concerned. **NO LEGAL ACTION MAY BE COMMENCED AGAINST THE PLAN MORE THAN ONE (1) YEAR AFTER THE TRUSTEES' DECISION ON DENIAL OF A CLAIM (OR REVIEW, WHICHEVER IS APPLICABLE) HAS BEEN COMMUNICATED TO THE PARTICIPANT.**

#### **6.4 What Are Qualified Domestic Relations Orders?**

If you are divorced, or legally separated, your former Spouse or dependents may be entitled to a portion of your pension benefits. A court may issue an order which, if it meets certain standards, will be considered a Qualified Domestic Relations Order ("QDRO") and could assign a portion of your pension benefits to your Spouse, former Spouse, child, or other dependent. A QDRO is any order or judgment entered in your divorce, separation, custody or paternity case that clearly identifies the Plan and the amount of benefits assigned. Such order must meet other requirements of federal law. A QDRO also may be an order or judgment entered to enforce your child support obligations.

When the order or judgment is filed with the Plan, the Plan's attorneys will decide whether the divorce and/or separation documents are a QDRO, and if so, what portion of your benefits have been assigned to your Spouse, former Spouse, child, or dependent. You (or your attorney) will be sent a letter which will tell you whether your divorce and/or separation documents are a QDRO and describe the benefits assigned. A copy of the Plan's policies and procedures together with a sample QDRO can be obtained by contacting the Fund Office or Legal Counsel.

## **Article VII - ERISA Rights**

### **7.1. *What Are My Rights Under Current Law?***

As a Participant in this Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974, also called ERISA. ERISA provides that all Plan Participants shall be entitled to:

- a. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including 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 Employee Benefits Security Administration.
- b. Obtain, upon written request to the Plan Administrator, 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 Plan Administrator may make a reasonable charge for the copies.
- c. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- d. 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 (12) months. The Plan must provide the statement free of charge.
- e. Obtain a copy of any periodic annual report, a copy of any quarterly, semi-annual or annual financial report prepared by an investment advisor or other fiduciary or a copy of the application filed with the Secretary of Treasury requesting an extension of amortization periods under Section 304 of ERISA and the determination of the Secretary pursuant to such application. Requested reports must be in the Plan's possession for at least 30 days before the Plan Administrator is required to furnish them. These reports must be requested in writing and are not required to be given more than once every 12 months. The Plan Administrator may make a reasonable charge for the copies.

### **7.2. *Does ERISA Impose Any Obligations on the Fund Trustees?***

Yes. In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. Your Pension Plan is administered by the Board of Trustees and various service providers acting on the Trustees' behalf. The Trustees,

including those acting on their behalf, have full discretionary authority in all aspects of administering the Pension Plan. Such discretionary authority includes, but is not limited to, interpreting all documents (paper or electronic) used in the Pension Plan's operations, as well as all determinations concerning your benefits. Unless the exercise of such discretionary authority is arbitrary and capricious, it cannot be set aside by the courts.

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.

### **7.3. *What Steps Can I Take to Enforce My Legal rights?***

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

Under ERISA, there are certain steps you can take to enforce your rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or 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 Plan Administrator. If you have any questions about this statement, or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave. N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **Article VIII - Amendment and Termination of the Plan**

### **8.1. *Can the Pension Plan and Trust Documents Be Amended?***

The Trustees have the right to amend the Pension Plan and trust agreement at any time. In no event, however, can any amendment:

- a. Authorize or permit any part of the plan assets to be used for purposes other than the exclusive benefit of Participants or their Beneficiaries;
- b. Cause any reduction in the benefit amount credited to you; or
- c. Cause any part of your plan assets to revert to the Employer.

## 8.2. ***Can the Pension Plan Be Terminated?***

The Trustees and plan sponsors have a limited right to merge, consolidate, or even terminate the Plan. Upon termination, all benefits credited to you will become 100% vested. The Trustees may direct that either:

- a. Benefits be distributed to you in one lump sum payment as soon as practicable, but not later than two years following termination; or
- b. The Trust created by the Plan be continued and benefits be distributed to you or your Beneficiaries as if the Plan had not terminated.

**This summary plan description is provided to you by the Trustees of the Plumbers and Pipefitters Local Union No. 333 Pension Fund. For a more detailed statement of your rights and obligations you should consult the Plan document.**







