

**SUMMARY PLAN DESCRIPTIONS**

**FOR PLUMBERS AND FITTERS**

**LOCAL 101**

**PENSION PLAN**

**and**

**SUPPLEMENTAL PENSION PLAN**

**Revised Effective January 1, 2008**



Dear Participant:

The Plumbers and Fitters Local 101 Pension Plan was established in 1960 for the benefit of the employees of various employers who have collective bargaining agreements with Plumbers and Fitters Local 101. Under those collective bargaining agreements, the employers are required to contribute to this Plan on behalf of all employees covered by the agreements.

The Plumbers and Fitters Local 101 Supplemental Pension Plan was established April 1 of 2000. It is a profit sharing plan with a 401(k) feature that provides individual accounts. Initially, the employers contributed to the Plan as required by the collective bargaining agreement. However, pursuant to membership vote, the current collective bargaining agreement does not require any employer contributions.

This summary plan description booklet summarizes the major provisions of the two Plans. We have attempted to keep this booklet understandable and accurate. However, in the event of any disagreement between this summary and the actual Plan documents, the terms of the Plan documents control. If you have any questions about either your Pension Plan or the Supplemental Pension Plan, contact the Local/Fund Office at (618) 234-5504.

Please note, unless specifically indicated otherwise, the terms of this Summary Plan Description apply only to individuals who had not yet retired as of January 1, 2008 and who were still in covered service as of that date.

Board of Trustees  
Plumbers and Fitters Local 101  
Pension and Supplemental Pension Plan  
137 Iowa Avenue  
Belleville, Illinois 62221  
(618) 234-5504

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## **SECTION I. GENERAL INFORMATION ABOUT BOTH PLANS**

This Section I provides some very general information about the Pension Plan and the Supplemental Pension Plan. The main points are explained more fully later on.

### **A. TYPE OF PLAN AND SOURCE OF CONTRIBUTIONS**

The Plumbers Local 101 Pension Plan (the “Pension Plan”) is a defined benefit Pension Plan. Such a Plan provides a definite monthly pension for each eligible Participant at retirement. The contributing Employers make contributions to the Pension Plan based on each Participant’s Hours of Service. The required contribution is set out in the collective bargaining agreement.

The Plumbers Local 101 Supplemental Pension Plan (“Supplemental Pension Plan”) is a profit sharing plan with a 401(k) feature. This Supplemental Plan started April 1, 2000 with employer contributions and, later, elective employee contributions. Currently, pursuant to membership vote, the Employers are not required to contribute to the Supplemental Plan. However, that could change in the future. When the collective bargaining agreement requires Employer Contributions to the Supplemental Pension Plan, everyone who works in Covered Employment receives that employer contribution. The Employer contribution is the Profit Sharing portion of the Supplemental Pension Plan. Each person who works in Covered Employment also has the option to elect to contribute his own money on a pre-tax basis to the Supplemental Pension Plan. This is the 401(k) portion of the Supplemental Pension Plan.

### **B. THE ACTUARY**

An enrolled actuary must follow accepted actuarial principles, federal laws, and guidelines issued by the Internal Revenue Service and the U.S. Department of Labor to verify that the contributions to the Pension Plan are sufficient to support the benefits. The Actuary periodically estimates the level of benefits (or benefit rates) which the contributions of the Employers should support and performs an actuarial valuation to

determine the financial status of the Pension Plan. The Actuary does not perform services for the Supplemental Pension Plan because it is an individual account plan. The Actuary for the Pension Plan is in the employ of Qualified Benefits Consultants, Inc., 4940 Washington Boulevard, St. Louis, MO 63108.

**C. PLAN YEAR**

Records for both of the Plans are kept by Plan Year. The Plan Year for both Plans is October 1<sup>st</sup> through September 30<sup>th</sup>. All benefit and service calculations are based on the Plan Year.

**D. PLAN ADMINISTRATOR AND PLAN SPONSOR**

The assets of both plans are held in a trust fund. Each Board of Trustees manages each of the Plans in accordance with the terms of a Trust document and Plan document. The assets of each Plan must be used exclusively for the purposes of providing benefits to the Employees covered by each Plan (and beneficiaries of such Employees) and for paying the reasonable costs of administration. The Trustees have retained professional investment managers to manage the assets of the Pension Plan. However, your accounts in the Supplemental Pension Plan are invested based on your directions within a number of mutual funds selected by the Trustees. If you fail to direct the investment of your accounts, they will be invested in a default investment selected by the Trustees.

The Plan Administrators and Plan Sponsors of the two Plans are:

Board of Trustees  
Plumbers and Fitters Local 101  
Pension and Supplemental Pension Plan  
137 Iowa Avenue  
Belleville, Illinois 62221  
(618) 234-5504

**E. AGENT FOR SERVICE OF PROCESS**

Service of legal process may be made upon either Plan by serving William V. Adrian at the address above or by serving any Trustee (listed below) at the Fund Office address or at that Trustee's own address.

**F. TRUSTEES**

The Trustees, who are currently the same for both Plans, are:

<u>Union</u>	<u>Management</u>
William V. Adrian 106 Sir Lawrence Drive Belleville, Illinois 62221	Grant Ehret 4074 Clinton View Court Belleville, Illinois 62226
Kenneth J. Maurer 5918 Winkle Road Coulterville, Illinois 62237	Mike Ehret 111 Premier Drive Belleville, Illinois 62220
Steve Meister 32 Lisa Lane Belleville, Illinois 62223	James Lugge 5909 Cool Sports Road Belleville, Illinois 62223
David Hasenstab 1712 Fairway Drive O'Fallon, Illinois 62269	Gary Vasquez 225 Spring Street New Athens, Illinois 62264

**G. SUPPLEMENTAL PLAN ADMINISTRATIVE MANAGER**

The Trustees of the Supplemental Plan have retained the services of the Administrative Offices of Plumbers and Fitters Local 25 Funds to maintain records of your account balances. That office will also carry out your instructions regarding your investments and prepare your quarterly statements for the Supplemental Pension Plan.

Local 25 Funds Office  
4600 46th Avenue  
Rock Island, Illinois 61201  
(309) 794-1170 (ext. 2)

**H. COLLECTIVE BARGAINING AGREEMENTS**

Each of the Plans is maintained pursuant to collective bargaining agreements between the Plumbers Local 101 and various employers. Those agreements require the employers to contribute to the Pension Plan, and from time to time, to the Profit Sharing portion of the Supplemental Pension Plan.

Currently, pursuant to membership vote, the collective bargaining agreement does not require the employers to contribute to the Profit Sharing portion of the Supplemental Pension Plan. Upon written request, the Board of Trustees will advise you as to whether a particular employer contributes to the Plans and, if so, that employer's address. You may receive a copy of any collective bargaining agreement by making written request to the Board of Trustees. A reasonable fee may be charged for copying. You may also examine copies of such agreements at the office of the Board of Trustees on reasonable notice.

#### **I. PLAN IDENTIFICATION NUMBERS**

For purposes of identification, the Internal Revenue Service has assigned the Pension Plan Employer Identification Number 37-6025801, and Plan Number 001. The Supplemental Pension Plan has been assigned Employer Identification Number 37-1398133, and Plan Number 002. If the need arises to write anyone about either Plan, identify it by name and by the above numbers.

#### **J. PBGC GUARANTEES**

Your pension benefits under the Pension Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. Under the multiemployer pension plan program, the PBGC provides financial assistance through loans to pension plans that are insolvent. A multiemployer pension 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. In 2008, 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 rate and (2) 75% of the next \$33 of the monthly benefit accrual rate. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

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 five 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 death benefits, vacation pay, and severance pay.

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

The Supplemental Pension Plan is not insured by the PBGC because it is a defined contribution plan, not a defined benefit plan.

#### **K. SPD EFFECTIVE DATE FOR ACTIVE PARTICIPANTS**

If you are a retiree, or a vested terminated employee, or a beneficiary, your benefits will not be determined in accordance with this Summary Plan Description, but instead will be determined under the Plan documents in effect at the time you were last an Active Participant in the Plan.

#### **L. SPD IS A SUMMARY ONLY**

This Summary Plan Description ("SPD") is intended as an easily understood explanation of the general provisions of the Plans.

The Plan documents and Trust documents are the final word on all questions. If you have any questions, you have the right to see the Plan Document for each Plan, as well as a copy of the collective bargaining agreement, or to ask the Plan Administrator for clarification of any provisions. Although the language in this Summary Plan Description is not complicated, it may contain terms that are new to you or that have specific meanings. Section II, on Meaning of Terms, sets out the definitions of some terms and others are defined elsewhere in the SPD.

**M. TRUSTEES' RIGHT TO AMEND OR TERMINATE PLANS**

The Trustees intend to continue the Plans indefinitely. However, because future changes in conditions cannot be foreseen, the Trustees, necessarily, reserve the right to change, suspend or terminate the Plans at any time. In the event of termination of either of the Plans, the assets shall be used to provide benefits and pay administrative expenses as required by law. Also in the event of the termination of either of the Plans, your accrued benefits will become non-forfeitable unless those benefits were already forfeited due to a permanent break in service at the time of the termination. (See discussion of benefits guaranteed by the PBGC above). The Trustees may take any of the above actions by majority vote at a regular or special meeting.

**N. TRUSTEES' RIGHT TO INTERPRET, CONSTRUE, AND APPLY PLAN DOCUMENTS**

The Trustees have the right, authority and discretion to interpret, construe and apply the terms of this Summary Plan Description, the Plan Documents, the Trust Documents and any other documents pursuant to which the Plans are maintained. This right, authority and discretion extends to ambiguous terms contained in such documents, to terms regarding eligibility and benefits, and any other terms of such documents. The Trustees' determinations are intended to be subject to the most deferential standard of judicial review.

## SECTION II. MEANING OF TERMS

This Section II defines some of the terms used in this SPD, but other terms are defined elsewhere in the body of this SPD.

### A. COVERED EMPLOYMENT

#### Covered Employment

- For the Pension Plan and the Profit Sharing portion of the Supplemental Pension Plan, employment by an Employer for which contributions to the Plans on your behalf are required pursuant to a collective bargaining agreement with the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Plumbers Local 101, Belleville and Vicinity, Illinois (the "Union"); or
- For the Pension Plan and the Profit Sharing portion of the Supplemental Pension Plan, employment as a full-time salaried employee by the Plumbers Local 101; and
- For the 401(k) portion of the Supplemental Pension Plan, employment in a position for which the collective bargaining agreement or other agreement permits you to contribute to the 401(k) portion of the Supplemental Pension Plan, and requires your employer to forward your contributions to the Supplemental Pension Plan.

### B. CONTINUOUS NON-COVERED EMPLOYMENT

Solely for purposes of determining vesting under the Pension Plan and the Profit Sharing portion of the Supplemental Pension Plan, Hours of Service will include hours you work for a Contributing Employer in a position for which contributions are not required to those Plans, provided that such non-covered employment is continuous with your Covered Employment with the same Contributing Employer (not separated by a quit, discharge, layoff or other interruption). Continuous Non-Covered Employment will not be counted as Credited Service

which is used for purposes of calculating your benefits and eligibility for various forms of benefits.

**C. EMPLOYER**

“Employer” means any employer that is required to make or forward contributions to the Plans on your behalf under a collective bargaining agreement or other agreement.

**D. ONE-YEAR BREAK IN SERVICE**

You will have a One-Year Break in Service, for the purpose of the Plans, in any calendar year during which you do not earn more than 435 Hours of Service.

However, you will not have a One-Year Break in Service if you do not earn at least 435 Hours of Service during a calendar year because of an absence which starts on or after October 1, 1985, for:

- your pregnancy;
- the birth of your child;
- the placement of a child for adoption with you; or
- the caring of your child during the period immediately following such a birth or placement.

Up to 500 Hours of Service for such an absence will be counted, but only for purposes of preventing a Break in Service.

**E. PERMANENT BREAK IN SERVICE**

If you leave Covered Employment and are not vested, and the total of your consecutive One-Year Breaks in Service exceeds the greater of (1) your Years of Service or (2) five, you will lose all Years of Service and Hours of Service earned before you left Covered Employment. Thus, you will incur a Permanent Break in Service, and upon your return to Covered Employment, you will be treated as a new participant for all purposes of the Pension Plan and for purposes of the Profit Sharing portion of the Supplemental Pension Plan.

For example, if you (1) had four years of Vesting Service at the time of your termination of Covered Employment, (2) you were not vested, and (3) resumed Covered Employment after incurring six consecutive One-Year Breaks in Service (Plan years during which you did not earn more than 435 Hours of Service), then your earlier Service will not be counted in determining whether you are eligible for Pension Plan benefits or Profit Sharing benefits under the Supplemental Pension Plan or the amount of such benefits when you later leave Covered Employment.

Under the 401(k) portion of the Supplemental Pension Plan, you are always 100% vested in the portion of your account balance derived from your own contributions, therefore the Break in Service rules do not apply to that portion of your account.

**F. PLAN YEAR**

Under both Plans, the Plan Year is October 1 through September 30.

**G. QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs)**

A Qualified Domestic Relations Order (QDRO) is an order entered by a state court or agency pursuant to a state's domestic relations laws that requires one or both of the Plans to pay part or all of your benefits to your spouse, former spouse, child or other dependent. Such orders must meet certain requirements of federal law in order to be deemed "qualified." If the Board of Trustees receives such an order and determines it is qualified, the Board of Trustees must pay out your benefits as required by the order.

You may obtain a copy of the Plans' procedures for processing QDROs by calling the Fund Office.

**H. RECIPROCAL AGREEMENT**

These two Plans are party to reciprocal agreements with other pension plans associated with the United Association. Under these agreements, you may designate a plan or plans as your "Home Funds." Then, when you work in a geographic

jurisdiction of another pension plan, you can request that other pension plan to forward contributions it receives on your behalf back to your Home Funds. If these two Plans are your Home Funds, contributions for your work outside the jurisdiction of these Plans will be transferred back to these Plans, if you request such transfer and if the Plan in that jurisdiction is party to the reciprocal agreement with these two Plans.

Please contact the Fund Office for greater detail concerning the operation of the Reciprocal Agreements, what you must do to designate your Home Funds, and the rules governing the transfer of contributions and the crediting of such transferred contributions.

**I. RETIREMENT DATE**

Your Retirement Date is the day you choose for your benefits to commence.

**J. SPOUSE**

Your Spouse is the person to whom you are married on the earlier of your Retirement Date or the date of your death, or the person designated as your Spouse by a QDRO.

**K. UNION**

The Union is the Plumbers and Fitters Local Union No. 101.

**L. UNITED ASSOCIATION**

The United Association means the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

### **SECTION III. CLAIM PROCEDURES FOR PENSION AND SUPPLEMENTAL PENSION PLANS**

#### **A. CLAIMING BENEFITS**

All inquiries and requests should be submitted, in writing, to the Trustees at the Fund Office address. About three months before your Retirement Date, you should file a written request to receive benefits. Within 90 days of your request, you will be notified of its acceptance or denial. If your claim is one for disability benefits, you will be notified within 45 days. If necessary, the time limits may be extended by up to 90 days, or 45 for disability claims. If such an extension is necessary, the Trustees will notify you.

#### **B. CLAIM DENIAL**

If your claim is denied you will be given, in writing:

- the specific reasons for denial,
- the specific Plan provisions on which the denial is based,
- a description of and reason for needing any additional material or information to reconsider the claim, and
- an explanation of the review procedure and time limits applicable, including your right to bring a civil action under ERISA following an adverse determination on review.

With respect to a claim for disability benefits, to the extent such decision was based on medical considerations, an explanation of the reasons, applying the terms of the Plan to your medical circumstances, or a statement that the explanation will be furnished free of charge to you upon request.

#### **C. APPEAL FROM DENIED CLAIM**

If a claim is denied, you or your authorized representative will have 60 days (180 days for disability claims) to submit a written appeal to the Board of Trustees after receiving the denial. You may submit additional documents and information. You will be

provided upon request and free of charge copies of documents and information relevant to your claim. Claim appeals for the Pension Plan should be submitted to:

Board of Trustees  
Plumbers and Fitters Local 101 Pension Plan  
137 Iowa Avenue  
Belleville, Illinois 62221

Claim appeals for the Supplemental Pension Plan should be submitted to:

Board of Trustees  
Plumbers and Fitters Local 101 Pension Plan  
137 Iowa Avenue  
Belleville, Illinois 62221

The Trustees will consider all information submitted in connection with your request for review and make a final written decision on a claim review within 60 days or 45 days for a claim for benefits based on disability. This time period may be extended by 60 days or 45 days for claims based on disability. You will be notified if such an extension is necessary. The Trustees must give specific reasons and references to the Plan provisions on which the decision was based. The decision of the Trustees shall be binding on all parties.

With respect to claims for disability benefits that are denied based upon medical reasons, the Trustees will not defer to the original decision maker; will have the decision on appeal made by a named fiduciary who is neither the original decision-maker nor his subordinate; will consult with a health care professional who was not consulted in connection with the original decision and is not the subordinate of a professional who was consulted, and who has experience and training in the field of medicine involved in the decision; and shall identify the experts whose advice was obtained in connection with the original decision.

You have the right to receive free copies of all documents the Trustees have with regard to your claim and appeal. You must make a written request for such copies.

**D. REMEDIES AFTER APPEAL**

After your appeal is complete, you have the right to file a civil action under Section 502 of ERISA if you are unhappy with the Trustees' decision on your appeal. You must file any such action no later than two years after the date the Trustees notify you of their decision on your appeal. If you do not file the action within that time period, you will lose your right to do so.

## SECTION IV. YOUR RIGHTS UNDER ERISA

As a Participant in these two Plans, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants shall be entitled to:

### A. RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents, including collective bargaining agreements, and a copy of the latest annual report (Form 5500) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Upon written request to the Plan Administrator, obtain copies of all Plan documents and other Plan information including collective bargaining agreements, latest annual reports (Series 5500), and an updated summary plan description. The Administrator may make a reasonable charge for the copies.

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.

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 earn a right to a pension. This statement must be requested in writing and is not required to be given more than every 12 months. The Plan must provide the statement free of charge.

### B. PRUDENT ACTIONS BY PLAN FIDUCIARIES

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.

No one, including your employer or any other person, may dismiss you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

### **C. ENFORCE YOUR RIGHTS**

If your claim for a benefit is denied or ignored in whole or in part, you have the right to receive a written explanation of the reason for the denial, 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 example, 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 Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials unless the materials were not sent because of reasons beyond the control of the 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 concerning the qualified status of a domestic relations 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.

### **D. ASSISTANCE WITH YOUR QUESTIONS**

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 Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## SECTION V. THE PENSION PLAN

This Section V describes the participation rules, vesting rules, and the benefits of the Pension Plan. See Section VI for similar information about the Supplemental Pension Plan.

### A. PARTICIPATION AND SERVICE

#### 1. **Becoming a Participant**

You become a Participant in the Pension Plan when you begin working for a Contributing Employer in Covered Employment. (See definition of Covered Employment in Section II.)

When you no longer work in Covered Employment, you are no longer an Active Participant in the Plan. If you leave Covered Employment after you are vested (see Subsection B of this Section V), you will be a Terminated Vested Participant. Whether you are vested or not, if you have a One-Year Break in Service you will cease to be an Active Participant (see Subsection B3 of this Section V.) You will become an Active Participant again when you return to Covered Employment and earn at least 870 Credited Hours of Service in a Plan Year. However, if you leave Covered Employment before you are vested and have a Permanent Break in Service (See Subsection B3 of this Section V), you are no longer a Participant in the Plan.

#### 2. **“Service Under the Plan”**

There are two types of Service under the Plan.

- Hours of Service only for purposes of vesting in your Accrued Benefit; and
- Credited Hours of Service for purposes of calculating your Accrued Benefits and for purposes of vesting.

The definitions set out below apply to service after September 30, 1976. Service prior to that date was “paid hours worked,” as used and defined in the Plan documents in effect prior to that date.

a. Hours of Service

As indicated above, Hours of Service are counted only in order to determine whether you are vested in your Accrued Benefit. Hours of Service include:

- (1) Each hour for which you are paid or entitled to payment for the performance of duties for a Contributing Employer in Covered Employment;
- (2) Each hour for which you are entitled to an award of back pay from a Contributing Employer;
- (3) Each hour for which you are entitled to payment for non-working time such as vacation, holidays, sickness or disability;
- (4) Each hour recognized as the result of your transferring contributions from another plan to this Plan pursuant a Reciprocal Agreement. Generally, dollar amounts transferred to this Plan are divided by the current hourly contribution rate set out in the collective bargaining agreement, and you receive credit for the resulting number of hours. For example, if the reciprocating plan sends this Plan \$1000 for you and this Plan’s contribution rate is, at the time, \$5.00 per hour, you will receive credit for 200 hours; and

(5) Each hour you work for a Contributing Employer in Continuous Non-Covered Employment. (See definition in Section II.)

b. Credited Hours of Service

As indicated above, Credited Hours of Service are used to calculate the amount of your Accrued Benefits and can also determine your vesting. A Credited Hour of Service is each Hour of Service for which your Employer is required to contribute on your behalf to this Plan, and each hour recognized as a result of your transferring contributions from another United Association pension plan to this Plan pursuant to a Reciprocity Agreement.

c. Credit for Service in the Uniformed Services

Pursuant to federal law, your service in the military or other uniformed services of the United States will, under certain circumstances, be included in your Hours of Service for vesting purposes and in your Credited Hours of Service for benefit accrual purposes. Currently, the law generally provides that if you leave Covered Employment to enter such active service in the uniformed services of the United States, the period of your military service, up to five years (with some exceptions), shall be counted for all purposes if you return to Covered Employment within the time limits and in the manner required by law. Thus, if you exercise your legal rights to reemployment after your period of military service, your military service will be counted.

If you are entitled to credit for military service, the Plan will calculate the average monthly hours you worked in the 36 months before your

military service and will credit you with that monthly average for each month of military service. If you had been in Covered Employment for fewer than 36 months before your military service, your monthly average for the period of your Covered Employment will be used.

d. Year of Service

You earn a Year of Service when you complete 870 Hours of Service during a Plan Year.

**B. VESTING**

**1. Generally**

You are vested in your Accrued Benefits when you acquire a non-forfeitable right to receive those benefits. You become vested by reaching Early or Normal Retirement Age as an active participant in the Plan. Your benefit is also vested upon your death or disability while you are an active Employee. If, however, you leave covered employment before your death, disability or retirement, you will not lose your benefits (if you are “vested” in your benefits), if you meet any one of the following requirements:

- If you have 5,000 Credited Hours of Service within five consecutive Plan Years; or
- If you complete 10 Years of Service; or
- If you have more than one Hour of Service on or after October 1, 1997, and you complete 5 Years of Service; or
- If you reach the later of age 65 or the fifth anniversary of your participation in the Plan while still an Active Participant.

## **2. Year of Service**

A Year of Service is a Plan Year in which you complete 870 Hours of Service.

## **3. Breaks in Service**

There are two kinds of Breaks in Service – One-Year Breaks and Permanent Breaks.

### **a. One-Year Break in Service**

You have a One-Year Break in Service if you do not earn more than 435 Hours of Service in a Plan Year. You will no longer be an Active Participant.

If you have a One-Year Break in Service, you will become an Active Participant again when you return to Covered Employment and work 870 hours within a Plan Year.

### **b. Permanent Break in Service**

You have a Permanent Break in Service, if before you are vested, you have consecutive One-Year Breaks in Service that equal or exceed the greater of:

- (1) Five years; or
- (2) The number of Years of Service you had before the commencement of your Break in Service.

If you have a Permanent Break in Service, you will lose or forfeit the Hours of Service, Credited Hours of Service, and Accrued Benefits you earned prior to the Permanent Break in Service. Such forfeited amounts will not be restored.

c. **Determining Breaks in Service**

In accordance with the law, you will not have a Break in Service if your failure to earn more than 435 Hours of Service during a Plan Year is due to your absence from work beginning on or after October 1, 1985, due to your pregnancy, the birth of your child, your adoption of a child or your having a child placed with you for adoption, or your caring for the newly born, adopted or placed child. Up to 501 hours of absence for such reasons will be counted solely for purposes of determining whether you have had a Break in Service.

**C. BENEFITS**

**1. Generally**

Your Accrued Benefit is the amount of the benefit to which you are entitled at your Normal Retirement Age, which is age 65, in the normal form, which is a monthly benefit payable for your life. The actual amount of your benefit when you retire depends on a number of factors such as your age and the form of benefit you select, but to calculate your actual benefit, the Accrued Benefit must be determined. Other forms of benefits or benefits starting when you are younger or older than 65 are adjusted so that the expected value equals the value of your Accrued Benefit.

**2. Accrued Benefit**

Your Accrued Benefit (life annuity starting at age 65) is calculated by multiplying your Hours of Credited Service by the benefit rate in effect at the time of your retirement.

The benefit rate in effect for individuals who were Active Participants on or after January 1, 1997, and who retire on or after that date, is \$0.065 per Credited Hour of Service. For Terminated Vested Participants or other

Participants who were not Active Participants on or after January 1, 1997, the benefit rate used to calculate benefits will be the rate in effect on the last date of Covered Employment or December 31, 1997, whichever is later.

Example: You last worked in Covered Employment on December 31, 2007, and your retirement date is January 1, 2008. As of your retirement date, you had earned a total of 65,000 Credited Hours of Service. Your Accrued Benefit would be:

$$65,000 \text{ Credited Hours of Service} \times \$0.065 = \\ \$4,225.00 \text{ Accrued Benefit}$$

If your benefits commence at age 65 and are paid monthly for your lifetime only, your monthly benefit will be the \$4,225.00 Accrued Benefit shown above. However, if you select another form of benefit or a different Retirement Date, the actual monthly payment will be different.

### **3. Early Retirement and Late Retirement**

You may retire early or late. The earliest early retirement date under the Plan is the first day of the month coincident with or next following your 60th birthday. The latest date on which you may commence your benefits is April 1<sup>st</sup> of the year following the year in which you turn 70½.

#### **a. Early Retirement**

You may retire on the first day of any month before your Normal Retirement Date if you have reached the age of 60. Your benefit is calculated by finding your Accrued Benefit and reducing it to account for the fact you will be receiving benefits for a longer period of time.

- (1) For individuals who were Active Participants on or after January 1, 1998:

### On or After 63rd Birthday

If you retire on or after your 63rd birthday, the Accrued Benefit is reduced by 2% for each year by which your retirement date precedes your Normal Retirement Date.

Example: If you retired at age 63 with 65,000 Credited Hours of Service, and selected the annuity payable only for your life, your benefit would be calculated as follows:

Accrued Benefit minus (2% of Accrued Benefit x 2 years)

\$4,225.00 Accrued Benefit  
- 169.00 (2% x 2 years)  
\$4,056.00 Monthly Benefit at age 63

### Before 63rd Birthday

If you retire on or after your 60th birthday, but before your 63rd birthday, your benefits are reduced as above for the period between your 63rd and 65th birthday, and are further reduced by one-hundred-eightieth ( $\frac{1}{180}$ ) for each month by which your early retirement date precedes your 63rd birthday. (The reduction can also be stated roughly as 6.667% for each 12 months.)

Accrued Benefit minus (2% Accrued Benefit x 2 years) minus ( $\frac{1}{180}$ ) of Accrued Benefits x 12 months)

\$4,225.00 Accrued Benefit  
- 169.00 (2% per year x 2 years)  
- 281.67 ( $\frac{1}{180}$  x 12 months)  
\$3,774.33 Monthly benefit at age 62

(2) For Other Participants

If you were not an Active Participant on or after January 1, 1998 (i.e. you are a Terminated Vested Participant, a Participant employed in Continuous Non-Covered Employment or you have had a Break in Service and have not thereafter accrued 870 Credit Hours of Service in a Plan Year) your Early Retirement benefit is calculated by reducing your Accrued Benefit by one one-hundred-eightieth ( $\frac{1}{180}$ ) for each month by which your Early Retirement Date precedes your 65th birthday.

b. Late Retirement

If you choose to retire later than age 65, your benefits when you retire will be calculated using the benefit rate in effect at the time of your retirement and all of your credited Hours of Service up to that date. Your late retirement benefit will be at least the actuarial equivalent of the Accrued Benefit, unless your benefits have been suspended pursuant to the rules set out in Subsection H of this Section V.

In no event may you delay the commencement of your Retirement Date beyond April 1 of the year following the year in which you reach age 70½. Your benefits will begin even if you are still in Covered Employment.

**4. Disability Retirement**

If you become totally and permanently disabled while engaged in Covered Employment, you are entitled to receive your benefit payable beginning on the first day of the month after your disability is approved by the Trustees. To qualify, your disability must commence

while you are engaged in Covered Employment, it must be very serious, it must make you unable to work in the industry, and it must be expected to last for a long time or to result in death. This is called total and permanent disability. A medical doctor acceptable to, or appointed by, the Trustees will check to see if your disability qualifies you for a disability benefit. The Trustees will accept a Social Security determination that you are disabled as adequate proof of your total and permanent disability. The Trustees and the medical doctor must be allowed to check, at reasonable times, to be sure that your disability continues to qualify you for benefits.

If you become disabled, your Disability Benefits will be calculated in the same fashion using the same rules as used to calculate Early Retirement benefits, but will be further reduced by  $\frac{1}{450}$  for each month your Disability Retirement Dates precedes age 60, with no further reduction if you are disabled before age 50.

If you are disabled prior to reaching age 60, you will convert your benefits to early retirement benefits when you reach age 60.

If you are receiving Disability Benefits and die prior to reaching age 60, your death will be treated as occurring before your retirement.

If you recover from a disability prior to reaching age 60, your benefits will cease and the amount of your Early, Normal, or Late retirement benefits will be reduced by the value of the Disability Benefits you received.

## **D. FORMS OF BENEFITS**

### **1. Generally**

Before your Retirement Date, you must elect the form of benefits you want. Your election must be in writing filed with the Board of Trustees. If you are married and you do not make an election, or your spouse does not waive his or her rights to the Joint and Surviving Spouse

Benefit, you will receive the Joint and Surviving Spouse Benefit. If you are not married, you first must sign an affidavit as to your unmarried status, then you will receive the Life Annuity. Both of these options are described below.

## **2. Standard Forms of Benefits**

### **a. Unmarried Participants**

If you are not married, the standard form of benefits is a Life Annuity, that is, a monthly benefit payable for your life.

### **b. Married Participants**

If you are married on your Retirement Date, you will receive a 50% Joint and Surviving Spouse Benefit. This means you will receive a monthly pension for your lifetime. At your death, if your spouse is still living, one-half of your monthly pension will be continued to your spouse until his or her death. The monthly amount of your benefit will be adjusted so that expected total of payments will be equal in value to a Life Annuity.

If you take your benefits in the form of a Joint and Surviving Spouse benefit and your spouse dies before you do, the month following the death of your spouse, your benefits will “pop-up” to the amount you would have received under the Life Annuity. This paragraph applies only to deaths on or after October 1, 1995. You must notify the Fund office and provide a copy of your spouse’s death certificate as soon as possible.

## **3. Election of Form**

If you are married, prior to your retirement the Plan Administrator will ask you to elect or refuse the 50%

Joint and Surviving Spouse Benefit. If you refuse it, you will choose another method of payment at this time. You will be given information in order to compare the financial effects of the Joint and Surviving Spouse Benefit and other forms of benefit.

If you are not married, you will be given a choice among the optional methods of payments. If you do not elect another form of benefits, you will receive the Life Annuity pension as long as you live.

#### **4. Spousal Waiver Required**

If you are married and you refuse the 50% Joint and Surviving Spouse Benefit, your spouse must consent to the form of benefits you choose. By consenting to your election, your spouse is waiving (or giving up) any rights to the Joint and Surviving Spouse Benefit. If your spouse does not consent to your election, your benefits will be paid in the form of the Joint and Surviving Spouse Benefit.

#### **5. Other Forms of Benefits**

##### **a. 10-Year Certain and Life Option**

This option decreases the benefit payable to you for your lifetime. However, if you die before receiving the 120 guaranteed monthly payments, your beneficiary will receive the rest of the guaranteed payments.

##### **b. 10-Year Certain Option**

This option, in most cases, increases the monthly benefit payable to you. If you die before receiving the 120 guaranteed monthly payments, your beneficiary will receive the rest of the guaranteed payments. Payments stop after 120 payments are made whether or not you are still living at that time.

c. Life Annuity Option

This is the same as the standard method of payment for an unmarried participant. This type of annuity is assumed in calculating your Accrued Benefit. Under this option you would receive the amount that is calculated by the Plan formula payable to you for your lifetime.

d.  $66\frac{2}{3}\%$  or 100% Joint and Surviving Spouse Options

Under these options, you may choose to take a smaller benefit during your lifetime so that, when you die, your spouse can receive either two-thirds or 100% of the amount you were receiving. The reduction in your benefits is greater for the 100% Joint and Surviving Spouse Option than for the two-thirds option.

The pop-up feature described in 2b above applies to these options.

e. Single Sum Option

This is a partial payment option. You are allowed to receive the greater of  $\frac{1}{3}$  of your benefits or \$10,000 in a single sum and choose from the above options for the balance of your benefits.

f. Social Security Level Benefit Option

This option provides that if you retire before age 62 and have at least 20,000 Credited Hours of Service, your monthly benefits under the Plan from early retirement to age 62 will be \$400 greater than the monthly benefits you will receive after age 62. These smaller payments will continue until you reach age 72. There is no lifetime guarantee for payments, but if you die before your 72nd birthday, payments will

continue to your beneficiary until the time you would have reached age 72. Unlike the other forms of benefits offered, you may not elect this option in conjunction with the single sum partial payment option.

g. **Small Benefit Cash-Out**

If the value of your benefits at your Retirement Date is less than \$5,000, or the value of the benefit due your spouse or beneficiary is less than \$5,000, that benefit may be paid in one lump sum. However, if the value of the benefit is in excess of \$1,000, it will not be paid in a lump sum unless you, your spouse, or your beneficiary consents to such distribution.

**E. ROLLOVER OF LUMP SUM PAYMENTS**

The Single Sum Option or the Small Benefit Cash Out can be rolled over into another qualified pension plan or into an individual retirement account. If you, your spouse, or beneficiary choose not to make a direct rollover of such lump sum, the Plan must withhold 20% for taxes.

The Plan will provide a complete explanation of the rollover rules prior to payment of such a lump sum benefit.

**F. DEATH BENEFITS**

**1. Your Death Before Retirement**

If you die prior to your retirement, your spouse, if you are married, or your beneficiary if you are single, will receive the value of your Accrued Benefit. The amount of each monthly payment will be determined by converting the value of your pension benefits into a lifetime monthly income for your spouse or beneficiary. Your spouse or designated beneficiary will be able to choose form among all of the options available to a Participant, except the Joint and Surviving Spouse Options.

If you have no spouse and no surviving beneficiary at your death, the benefits will be paid to your estate.

## **2. Your Death After Retirement**

If you die after your Retirement Date, any death benefits will be paid according to the form of benefit you elected. The present value of benefits payable to your Spouse or Beneficiary may be paid in a lump sum under certain conditions.

## **3. Designation of Beneficiary**

If you are married at the time of your death and you die prior to retiring, your spouse will be your beneficiary. If you are not married and you die before your retirement, the individual(s) you designate in writing will be your beneficiary. If you die either before or after your retirement and leave no surviving spouse or surviving designated beneficiary, your estate will be your beneficiary.

## **G. MAXIMUM BENEFITS**

Under the Internal Revenue Code, the benefits you receive in the normal form at your normal retirement age cannot exceed specified amounts. For 2008, your benefits cannot exceed \$185,000. This maximum may change from year to year. Further, the maximum benefit you may receive may be reduced based on your age at retirement, your years of service, and the form of benefits you elect.

## **H. SUSPENSION OF BENEFITS**

### **1. Generally**

While your Accrued Benefits are generally non-forfeitable once you have vested, your benefits can be suspended in certain circumstances if you continue to work in Covered Employment after your Normal Retirement Age or if you return to Covered Employment after your Retirement Date.

## **2. Continue Employment After Normal Retirement Date**

If, after you attain age 65, you continue to work in Covered Employment for 40 or more hours per month, your benefits will be suspended or withheld until you cease working 40 or more hours a month in such Covered Employment. You will be notified of the suspension.

When you finally leave Covered Employment, your benefits will be calculated using all of the Credited Hours of Service you earned and the benefit rate in effect on your Retirement Date.

## **3. Return to Covered Employment**

If you have already begun receiving benefits from this Plan and return to Covered Employment and, within any calendar year, earn more than the maximum amount which can be earned before Social Security benefits for such year would be reduced, your benefits will be suspended in the month following the month you earn that maximum amount and in each subsequent month through the end of that year in which you work 40 or more hours in Covered Employment. You will be notified in the first month of the suspension

When you stop working 40 or more hours in Covered Employment in a month, your benefits will recommence and will be calculated by adding additional benefits earned to your original benefit. The accrued benefits you had as of your original retirement date will not be recalculated.

## **4. Notices**

As indicated, the Plan will notify you when your benefits are suspended.

You should notify the Plan when you intend to return to Covered Employment and when you again leave Covered Employment. If you fail to notify the Trustees

and therefore your benefits are not timely suspended, the Trustees may recoup amounts that should have been suspended by withholding future benefits that are due to you. They may withhold all of the first payment due to you after the suspension and 25% of each subsequent payment due to you.

You may request in writing that the Trustees determine whether planned employment will cause your benefits to be suspended. They will review your request and respond in writing within 60 days.

## **5. Appeals**

If you disagree with any decision regarding the suspension of your benefits, you may appeal using the appeal procedures set out in Section III.

## **SECTION VI. THE SUPPLEMENTAL PENSION PLAN**

### **A. GENERALLY**

The Supplemental Pension Plan is a profit sharing plan with a 401(k) feature. It is an individual account plan in which contributions made on your behalf are put in individual accounts for your benefit. From time to time the collective bargaining agreements between Local 101 and Contributing Employers require those employers to contribute to the Supplemental Pension Plan. (On the date this Booklet was written, pursuant to membership vote, no such Employer contributions are required; however, that could change.) These Employer contributions are the profit sharing portion of the Supplemental Pension Plan. The Plan also has a 401(k) feature that permits you to direct that your Employer withhold part of your wages, on a pre-tax basis, and forward those withholdings to the Supplemental Pension Plan. These withholdings constitute the 401(k) portion of the Supplemental Pension Plan.

### **B. PARTICIPATION AND CONTRIBUTIONS**

#### **1. Profit Sharing Portion of Supplemental Pension Plan**

You become a Participant in the Profit Sharing portion of the Plan on the first day you work in Covered Employment. (See definition in Section II of Booklet.) Your collective bargaining agreement sets out any required Employer contributions.

#### **2. 401(k) Portion of Plan**

##### **a. Generally**

You become a Participant in the 401(k) portion of the Plan by completing and returning to the Fund Office an authorization form requesting that your Employer defer a portion of your wages to the Plan.

If you decide to participate in the 401(k) portion of the Plan when first eligible, your Employer

will be required to withhold and forward your contributions to the Supplemental Plan on the first day of the first payroll period that follows the Employer's receipt of a copy of your executed authorization form.

If you do not begin participating when you are first eligible, you may begin participation on the first day of any calendar quarter (January 1, April 1, July 1, or October 1), provided you execute an authorization form which is received by your Employer on or before the 15<sup>th</sup> day of the month immediately preceding the start of that calendar quarter.

If you change Employers, your new Employer will continue withholding and forwarding your elective deferrals.

Participation in the 401(k) portion of the Plan is strictly voluntary.

b. Amount of Voluntary Contributions

You may elect to defer between \$1.00 and \$7.00, in \$1.00 increments, for each hour you work in Covered Employment to the 401(k) portion of the Supplemental Pension Plan. You may change your deferral amount on the first day of any calendar quarter. If you work overtime or other premium hours, your deferrals will be increased by the same percentage as your wages. For example, if you are paid time and one-half, your 401(k) elective contribution will also increase by one-half for that hour.

c. Maximum Contributions

For the year 2008, the maximum amount you may, by law, contribute to the 401(k) portion of the Supplemental Plan is \$15,500. If you are 50 or more years old, the maximum amount you

may contribute in 2008 is \$20,500. These maximums change from year to year.

The Supplemental Plan's Administrative Manager monitors your contributions during the year to make sure you do not exceed the maximum and will notify you if you are getting close so that you may terminate or reduce your contributions. If you do contribute more than the maximum during the year, the surplus will be returned to you.

There are also legal rules that may require the return of part of your contributions for a year if you are highly compensated (in 2008, you are highly compensated if you earned \$105,000 in 2007) and the Plan is found to favor highly compensated participants during that year. If such a circumstance occurs, you will be notified by the Administrative Manager.

## **C. TERMINATION OF PARTICIPATION**

### **1. Profit Sharing**

When you no longer work in Covered Employment and have a One-Year Break in Service (see Section II D of Booklet), you are no longer an Active Participant in the profit sharing portion of the Plan. You will become an Active Participant again when you return to Covered Employment and earn at least 870 Credited Hours of Service in a Plan Year. However, if you leave Covered Employment before you are vested (see subsection D of this Section VI of this Booklet) and have a Permanent Break in Service (see Section II E of Booklet), you are no longer a Participant in the Plan and your contributions and service prior to the Permanent Break will not be counted for any reason.

**2. 401(k)**

Your self-contributions terminate when you leave Covered Employment.

**D. SERVICE, VESTING AND FORFEITURES**

**1. Service for Profit Sharing**

**a. Hours of Service**

Hours of Service are counted in order to determine whether you are vested in your account balance. Hours of Service include:

- (1) Each hour for which you are paid or entitled to payment for the performance of duties for a Contributing Employer in Covered Employment;
- (2) Each hour for which you are entitled to an award of back pay from a Contributing Employer;
- (3) Each hour for which you are entitled to payment for non-working time such as vacation, holidays, sickness or disability;
- (4) Each hour recognized as the result of your transferring contributions from another plan to this Plan pursuant a Reciprocal Agreement. Generally, dollar amounts transferred to this Plan are divided by the current hourly contribution rate set out in the collective bargaining agreement, and you receive credit for the resulting number of hours. For example, if the reciprocating plan sends this Plan \$1000 for you and this Plan's contribution rate is, at the time,

\$5.00 per hour, you will receive credit for 200 hours; and

- (5) Each hour you work for a Contributing Employer in Continuous Non-Covered Employment. (See definition in Section II.)

b. Credit for Service in the Uniformed Services

Pursuant to federal law, your service in the military or other uniformed services of the United States will, under certain circumstances, be included in your Hours of Service for vesting purposes for purposes of determining your account balance in the Profit Sharing portion of the Plan for benefit accrual purposes. Currently, the law generally provides that if you leave Covered Employment to enter such active service in the uniformed services of the United States, the period of your military service, up to five years (with some exceptions), shall be counted for all purposes if you return to Covered Employment within the time limits and in the manner required by law. Thus, if you exercise your legal rights to reemployment after your period of military service, your military service will be counted.

Further, if you return to Covered Employment within the time limits established by law, you will also be permitted to make up the 401(k) contributions you would have made had you not been in active duty in the uniformed services.

If you are entitled to credit for military service, the Plan will calculate the average monthly hours you worked in the 36 months before your military service and will credit you with that monthly average hours and contributions to the

Profit Sharing portion of the Plan for each month of military service. If you had been in Covered Employment for fewer than 36 months before your military service, your monthly average for the period of your Covered Employment will be used.

c. Year of Service

You earn a Year of Service when you complete 870 Hours of Service during a Plan Year.

d. Vesting

Your contributions to the 401(k) portion of the Plan are always 100% vested, and non-forfeitable.

With respect to any required Employer Contributions, you attain a non-forfeitable right to those contributions, or vest, in any of the following ways:

- You have 5000 Hours of Service within five consecutive Plan Years;
- You have five Years of Service; or
- You reach the later of age 65 or the fifth anniversary of your participation in the Plan while still an Active Participant;
- You become Totally and Permanently Disabled while an Active Participant in the Plan (a Total and Permanent Disability is a physical or mental disability which will prevent you from ever performing Covered Employment); or
- You die before suffering a Permanent Break in Service.

e. **Forfeiture – Profit Sharing Only**

Your 401(k) account is always 100% vested and non-forfeitable. However, you will forfeit your profit sharing account if you have a Permanent Break in Service (see definition at Section II F of this Booklet).

**E. ROLLOVER CONTRIBUTIONS**

The Supplemental Pension Plan permits you to rollover amounts you have accrued under other Taft-Hartley defined contribution plans. The Plan will accept such rollovers only directly from the trustees of another qualified defined contribution plan. Rollover contributions will be accounted for separately.

**F. ACCOUNTS**

**1. Generally**

The contributions made on your behalf are kept in individual accounts for you. Your profit sharing, 401(k), and rollover contributions are each kept in separate accounts for you.

**2. Account Value**

As soon as practical after each Valuation Date (March 31, June 30, September 30, and December 31), the Trustees will determine the amount in each of your accounts. The amount in each account will be the total of the following:

- a. the amount in your account, if any, at the last Valuation Date; plus or minus
- b. the net investment gain or loss determined by the Trustees to be applicable to the individual accounts on a uniform basis; plus
- c. contributions received on your behalf since the last Valuation Date; plus

- d. for the profit sharing portion of the Plan only, any forfeitures; minus
- e. any distributions or investment fees charged directly to your accounts, and your pro-rata share of Plan expenses.

### **3. Investment of Individual Accounts**

You may invest the amounts in your individual accounts in one or a combination of investment funds chosen by the Trustees. You can elect to invest your entire account in one investment fund or you may divide your account balances among the investment funds in any proportions you choose. If you fail to designate the investment funds in which you want your accounts invested, your accounts will be invested in a default investment selected by the Trustees.

You may change your investment choices on the first day of any calendar quarter. You must complete the proper form and return it to the Fund Office of the Administrative Manager (see Section I G of this Booklet) at least 15 days prior to the beginning of the calendar quarter.

You have been and will continue to be provided with information about the investment options available. If you have any questions about the options, you should contact the Fund Office or the Administrative Manager (see Section I, G of this Booklet). Neither the Administrative Manager nor the Trustees may provide investment advice to you. You are solely responsible for your investment decisions.

The value of your accounts may decrease because of investment performance.

## G. DISTRIBUTIONS

### 1. When Distributions Are Available

Distributions are available in the following circumstances:

- a. Upon your retirement from Covered Employment at any time after you reach age 55.
- b. If you become Totally and Permanently Disabled (unable due to physical or mental disability to ever work in Covered Employment) while an Active Participant;
- c. Upon your death; or
- d. With respect to the 401(k) portion of your benefit, when you terminate service in Covered Employment or Continuous Non-Covered Employment. You will be considered to have left Covered Employment and Continuous Non-Covered Employment (see definitions in Section II of this Booklet) when you have had no Hours of Service in Covered Employment or Continuous Non-Covered Employment for one full Plan Year.
- e. You must begin to receive your benefits no later than April 1 of the year following the year in which you reach age 70½, even if you are still in Covered Employment.
- f. With respect to the Supplemental Pension Plan, distribution is available to an alternate payee under a qualified domestic relations order (to the extent provided in the order) at the earlier of:
  - the participant's earliest retirement age under the Plan; or

- the date that is 18 months after the later of the date the Order is qualified by the Plan or the date the Order is entered by the Court.

## **2. How Distributions Are Made**

### **a. Generally**

You or your beneficiary will need to make a written application for a distribution. If you or your beneficiary qualifies, your account balances will be distributed based on the value at the most recent valuation, not to exceed the current value if the value has decreased since the last valuation. Benefits are paid in a lump sum. However, you or your beneficiary may delay receipt of any portions of your accounts that are subject to an investment company redemption fee until after the redemption fee has expired.

### **b. Rollovers**

Upon qualification for distribution you, your spouse, or beneficiary may elect to have your benefits rolled over into another eligible retirement plan. At the time you, your spouse or beneficiary applies for a distribution, you will be given complete information regarding rollovers. The Plan must withhold Federal income tax of 20% of the distribution if eligible amounts are not rolled over directly into another eligible retirement plan.

## **3. Designation of Beneficiary**

If you are married at the time of your death, your spouse will be your beneficiary, unless your spouse has agreed in writing to your designation of someone else as your beneficiary. In that case, or if you are not married at the time of your death, your account balance will be paid to the individual(s) you have designated in writing as your

beneficiary. The beneficiary designation must be received by the Fund Office in order to be effective. In the event no designated beneficiary survives you, your surviving spouse will be your beneficiary. If there is no surviving spouse or beneficiary, your estate shall be your beneficiary.

**4. No Loans or Assignments**

The Supplemental Plan does not permit loans. Further, it does not permit you to assign your benefits. The only exception is that the Plan will comply with a qualified domestic relations order. (See definition in Section II of this Booklet).