

**PLUMBERS AND PIPEFITTERS
LOCAL UNION NO. 396
PENSION PLAN**

SUMMARY PLAN DESCRIPTION

February 2015

To All Participants:

We are pleased to present you with this new booklet describing the current provisions of our Pension Plan. The booklet include changes in the Pension Plan required by recent changes to federal law, as well as benefit and plan changes through January 2014.

The booklet contains a brief description of the major provisions of the Plan and is intended to explain in simple language the more important provisions of the Plan Document. Through the material provided in this booklet, we have tried to answer those questions that are usually raised in any discussion of the Pension Plan. It is important that you understand that, if there is some phase of the Plan that is not clear to you, you should call the Fund Office for further clarification. The Fund Office will make every effort to provide the information you need for proper understanding of the Plan. In the event of any conflict between this booklet and the Pension Plan Document, the Plan document will be used to decide the conflict.

Only the Board of Trustees is authorized to interpret the Plan of benefits described in this booklet. No employer or union nor any representative of any such employer or union, in such capacity, is authorized to interpret this Plan, nor can any such person act on behalf of the Trustees. If you wish any information regarding this Plan, such information must be communicated to you in writing signed on behalf of the Board of Trustees either by the Trustees, or, as authorized by the Trustees in writing, signed by the Fund Manager. The Trustees reserve the right to amend, modify, discontinue and/or terminate all or any part of the Plan when conditions so warrant.

There is also a separate Agreement and Declaration of Trust which establishes the underlying Trust Fund. The Trust Fund is administered by the Board of Trustees, made up of an equal number of representatives from the Union and the participating employers. The Board of Trustees is the designated Plan Administrator and also the designated Plan Fiduciary. Under the terms of the Agreement and Declaration of Trust, the Board of Trustees administers the Plan for the sole benefit of the participating employees. A copy of the Agreement and Declaration of Trust is available in the Plan office for review by any participating Employee.

We urge you to read this booklet carefully as it summarizes the eligibility rules for participation in the Plan, the benefits provided to those who are eligible and the procedures to follow when applying for a benefit.

This booklet includes a special section which applies only to participants who earned pension credits under the Plumbers and Pipefitters Local 225 Retirement Plan *prior* to its merger into the Local 396 Pension Plan. The benefits described in this section are not an “extra” benefit to the Former Local 225 Participants, but reflect benefits earned by Former Local 225 Participants and contributions made on their behalf while they were members of former Local 225.

Sincerely,
BOARD OF TRUSTEES

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1. IDENTIFICATION OF THE PLAN

Name of Plan: Plumbers and Pipefitters Local Union No. 396 Pension Plan

Type of Plan: Defined Benefit Plan

Plan Number: 001

Plan Sponsor and Plan Administrator:

Board of Trustees of the Plumbers and Pipefitters
Local Union No. 396 Pension Plan
33 Fitch Boulevard
Austintown, Ohio 44515
(330) 270-0453

Administrative Manager: BeneSys, Inc.
33 Fitch Boulevard
Austintown, Ohio 44515
(330) 270-0453

Board of Trustees:

Labor Trustees

Ken McCabe
Herb Snyder
James O'Hara
Joel Lariccia

Management Trustees

Mike Fagert
Steve Kuhn
Chris Morrone
Aaron Hall

Date Plan Year Ends: June 30th

2. ESTABLISHMENT OF THE PLAN

The Plan is established in accordance with the terms of the Collective Bargaining Agreement between the Plumbers and Steamfitters Local Union No. 396 (referred to hereafter as the "Union") and the participating employers. Copies of the Collective Bargaining Agreement may be obtained from the business office of the Union.

This Plan is the successor to the Plumbers and Steamfitters Local Union No. 87 Pension Fund ("Local 87 Plan") and the Plumbers and Pipefitters Local 225 Retirement Plan ("Local 225 Plan"). Effective February 1, 2001, the Plumbers and Pipefitters Local 225 Retirement Plan, a defined benefit plan, was merged into this Plan and the Plan was renamed the Plumbers and Pipefitters Local Union No. 396 Pension Plan ("Local 396 Plan").

The provisions of the Plan as contained in this booklet are applicable to only those Plan Participants terminating service and retiring on or after February 1, 2014. Those Participants who terminated or retired prior to February 1, 2014 will have their eligibility and benefits determined in accordance with Plan provisions in effect on the date of termination or retirement.

3. ADMINISTRATION OF THE PLAN

The costs of financing the Pension Plan are determined periodically and are paid entirely by the participating employers in the form of cents per hour contribution as set forth in the Collective Bargaining Agreement. As of June 1, 2013, this contribution rate is \$7.50 per hour paid plus a contribution of \$.50 per hour to a retiree subsidized account. These contributions are paid into a trust established for the exclusive benefit of the Participants of the Plan. The assets of the trust are held and invested by the Board of Trustees.

The affairs of the Plan are administered by an Administrative Manager under the direction of the Board of Trustees. The Board of Trustees consists of eight (8) members, four (4) elected by the Union and four (4) appointed by the participating employers. The current members of the Board of Trustees are listed in Section 1.

4. PARTICIPATION IN THE PLAN

If you were employed in “Covered Employment” prior to May 1, 1975, you automatically become a plan Participant on May 1, 1975, provided you were working in Covered Employment as of that date. (Covered Employment is employment for which an employer is obligated to contribute to the fund, and includes full-time employment by the Union). If you were not employed in Covered Employment prior to May 1, 1975, you became (or will become) a Plan Participant on the first day of the first Plan Year in which you completed 350 or more hours of Covered Employment. You will continue to be a Plan Participant until you die, retire, or incur a Break in Service (see Section 7 of this Summary Plan Description).¹

5. TYPES OF BENEFITS PROVIDED

The Plan provides the following benefits:

Normal Retirement Benefits

Monthly pension payable for life with sixty guaranteed monthly payments to those Participants who retire and have attained age sixty-five (65).²

Early Retirement Benefits

For benefits earned under the Local 396 Plan, a monthly pension payable for life with sixty (60) guaranteed monthly payments to those Participants who retire after attaining age 52 (but prior to age 65) and after completing ten (10) years of Credited Service or Vesting Service. You may receive a reduced benefit at age 52 (see Section 10 of this Summary Plan Description).³

Disability Retirement Benefits

Monthly pension payable for life with sixty (60) guaranteed monthly payments to those

Participants who retire due to Permanent and Total Disability which has continued for at least six (6) months provided the Participant has completed at least four (4) years of Credited Service.

Death Benefits⁴

A) Pre-Retirement Death Benefit for non-Married Participants and non-Vested Married Participants

A lump-sum Death Benefit shall be payable to the Beneficiary of:

1. Any terminated non-Married Participant who is entitled to a Deferred Vested Benefit.
2. Any non-Married Active Participant who has not yet incurred a Break in Service.
3. Any Married Participant who:
 - a. Has not been credited with five (5) Years of Credited Service, and
 - b. Has not yet incurred a Break in Service.

B) Pre-Retirement Death Benefit for Vested Participants

If you are married and have completed five (5) Years of Credited Service or Vesting Service, your Surviving Spouse¹ will be entitled to a deferred survivor annuity. This benefit will be paid in lieu of all other death benefits.

C) Post-retirement Death Benefits

These benefits shall be limited to the contributions accumulated on the Participant's behalf less any benefits received by the Participant.

D) Deferred Vested Benefit

Monthly pension payable for life with sixty (60) guaranteed monthly payments beginning at age sixty-five (65) to those completing five (5) Years of Credited Service or Vesting Service but before they are eligible for any other benefit.

E) Death During Qualified Military Service

The survivor or survivors of a Participant who dies while performing qualified military service on or after January 1, 2007, are entitled to any additional benefits other than benefit

¹ For purposes of the Plan, the term "spouse" means any individuals who are lawfully married under any state law, including individuals married to a person of the same sex who were legally married in a state that recognizes such marriages, but who are domiciled in a state that does not recognize such marriages; the term "marriage" will be read to include a same-sex marriage that is legally recognized as a marriage under any state law; and wherever used in the Plan, the term "Husband and Wife" shall be read as "Participant and Spouse."

accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

6. CREDITED SERVICE AND VESTING SERVICE

There are two types of Credited service to which you may be entitled. Credited Past Service represents service before July 1, 1959; Credited Future Service represents service on or after July 1, 1959.⁵

Past Service under the Local 87 Pension Plan

If you were a member of the Union on July 1, 1959, and were employed in Covered Employment as of said date, and if contributions, were made to the fund on your behalf before 1962, then you will receive Credited Past Service. The amount of Credited Past Service that you will receive is equal to the number of years and quarter years from your most recent date of initiation into Local Union 87 through June 30, 1959.⁶

For example: If you were initiated into Local Union No. 87 on October 7, 1951, and if:

1. you were a member of the Union on July 1, 1959, and
2. you were employed in Covered Employment on July 1, 1959; and
3. contributions were made to the fund on your behalf before 1962, then you would receive Credited Past Service for the period from October 7, 1951 through June 30, 1959. Your Credited Past Service would be seven (7) completed years and two (2) completed quarter years, or seven and one-half (7 ½) years.

Future Service

Your Credited Future Service is the lesser of:

1. The number of completed years and quarter years from the first day of the Plan Year in which you entered Covered Employment, i.e. the July 1st coinciding with or next preceding the date Contributions began on your behalf, to the date you retired or incurred a Break in Service, and
2. The number of years, rounded to the next lower quarter of a year, determined by dividing the total number of hours for which Contributions were paid to the fund on your behalf by 1,400.

For Example: Suppose you enter Covered Employment on February 1, 2003 and retire on July 1, 2013, working the number of hours shown below for each Plan Year.

<u>Number of Hours</u>	<u>Year</u>
1,000	2004
1,500	2005
1,600	2006
1,200	2007
1,400	2008
1,300	2009
1,000	2010
1,000	2011
1,200	2012
<u>1,500</u>	<u>2013</u>
16,500	

Your credited Future Service is 11.75 years, the lesser of:

1. 15.25, the number of years and completed quarter years from February 1, 2003 to July 1, 2013; and
2. 11.75 ($16,500 \div 1,400$ rounded to the next lower quarter of a year).

Your Credited Service is the sum of your Credited Past Service and your Credited Future Service.⁷

Vesting Service

You will receive one (1) year of Vesting Service for each Plan Year in which Contributions were credited on your behalf for 1,000 or more hours.⁸

Vesting

Effective July 1, 1998 a Participant shall be fully vested after five (5) years of vesting service.⁹

Vesting for Participants who did not complete at least one (1) Hour of Service on or after July 1, 1998 shall be determined based upon the vesting rules in effect at the time the Participant last completed an Hour of Service.

7. BREAK IN SERVICE

You will incur a one (1) year Break in Service if you work fewer than 350 hours in Covered Employment in a Plan Year. A Break in Service will occur on the last day of the second (2nd) Plan Year in which you have incurred two (2) consecutive one (1) year Breaks in Service.

For example: Suppose you work the number of hours indicated in the following table:

Plan Year	
<u>Ending June 30th</u>	<u>Hours</u>
2008	1,000
2009	800
2010	200
2011	500
2012	700
2013	200
2014	300

You would incur a Break in Service on June 30, 2014.

8. LOSS OF CREDITED SERVICE; REINSTATEMENT OF CREDITED SERVICE

If you incur a Break in Service any time prior to having completed five (5) Years of Credited or Vesting Service, your Credited Service and Vesting Service will be restored only after you have completed a year of Vesting Service upon your return to Covered Employment. Such prior Credited Service and Vesting Service will be restored provided that the number of consecutive “One (1) year Breaks in Service” that you incur is the lesser of:

1. Five (5) consecutive “One (1) year Breaks in Service”, or
2. The number or Years of Credited Service or Vesting Service earned prior to your Break in Service.

1,000 Hour Rule

The returning Participant must work at least 1,000 Hours in Covered Employment in:

1. the twelve (12) month period beginning on the date of his return; or
2. twelve (12) month period beginning on the July 1st following his return; or
3. any subsequent twelve (12) month period beginning on July 1st.

For example: Suppose you incur a Break in Service on June 30, 2009, after completing four (4) years of Credited Service or Vesting Service. Suppose you return to Covered Employment on December 1, 2011. If you satisfy the 1,000 hour rule in a twelve (12) month period beginning before June 30, 2013 (June 30, 2009 + 4 years) then your prior Credited Service and your prior Vesting Service of four (4) years would be reinstated. In other words, for your prior Credited Service and Vesting Service to be reinstated, you must work 1,000 hours in Covered Employment in one of the following twelve (12) month periods:

December 1, 2010	-	November 30, 2011
July 1, 2011	-	June 30, 2012
July 1, 2012	-	June 30, 2013

9. NORMAL RETIREMENT BENEFIT

As indicated in Section 5, you will be eligible to retire and receive a Normal Retirement Benefit when you have attained age sixty-five (65).¹⁰

The first day of the month following (or coinciding with) the day on which you satisfy both of these requirements is called your Normal Retirement Date.

Amount of Monthly Benefit

If you qualify for a Normal Retirement Benefit under this Plan, as amended and restated, the amount of monthly retirement benefit to be provided for each Participant who retires on his Normal Retirement Date (which benefit is herein called his Normal Retirement Benefit) shall be equal to the sum of:

- (1) \$20.00 multiplied by the number of years and completed quarter years of Credited Service earned through June 30, 1980, plus
- (2) \$100.00 multiplied by the number of years and completed quarter years of Credited Service earned after June 30, 1980 but before July 1, 2002, plus
- (3) \$80.00 multiplied by the number of years and completed quarter years of Credited Service earned after June 30, 2002 but before July 1, 2009, plus
- (4) \$70.00 multiplied by the number of years and completed quarter years of Credited Service earned after June 30, 2009.

The benefit payable from the above schedule is subject to a maximum amount of \$2,860.00 per month.

For example: Suppose you are eligible for a Normal Retirement Benefit on July 1, 2014 and you have twenty-five (25) Years of Credited Service, 13 of which were earned from July 1, 1989 through June 30, 2002, 7 from July 1, 2002 through June 30, 2009 and 5 from July 1, 2009 through June 30, 2014. Your monthly benefit will be equal to:

\$100.00	x	13 Years=	\$1,300.00
80.00	x	7 Years=	560.00
70.00	x	5 Years=	70.00
			\$1,930.00

Note: If you are married and do not elect otherwise, your Normal Retirement Benefit will be paid in the form of a Qualified Joint and 50% Survivor Annuity under which your benefit will be reduced to its Actuarial Equivalent payable for your lifetime with one-half (1/2) of the reduced amount continuing to your spouse following your death. This is explained in Section 14.

Note: Please note that federal tax laws require the Plan to limit the annual benefit paid to Participants and surviving spouses. If your benefit or that of your surviving spouse would exceed the amount that federal tax laws state can be paid, the benefit will be reduced to comply with the law. The Administrative Manager will inform you if your benefit will be affected by this restriction.

10. EARLY RETIREMENT BENEFIT

If you have completed ten (10) or more years of Credited Service or Vesting Service and attained age fifty-two (52), you are eligible to receive an early retirement benefit. However, if you retire prior to age 62 you will receive a reduced benefit. (See the chart below).

Your monthly Early Retirement Benefit is the product of your Credited Service and the amount obtained from the following table*. In determining your benefit, your age will be determined to completed quarter years; the amount shown will be prorated for your actual age.¹¹

Monthly Benefit per Year of Credited Service

The monthly benefit specified in the following table for the age at retirement shall be multiplied by the Participant's number of years and completed quarter years of Credited Service. The monthly benefits shown below shall be prorated for exact ages in completed months:

	Credited Service Prior to June 30, 1980	Credited Service after June 30, 1980 but before July 1, 2002	Credited Service after June 30, 2002 but before July 1, 2006	Credited Service after June 30, 2006 but before July 1, 2009	Credited Service after June 30, 2009
52	\$17.60	\$88.00	\$70.40	\$32.00	\$15.40
53	18.20	91.00	72.80	36.80	19.60
54	18.80	94.00	75.20	41.60	23.80
55	19.40	97.00	77.60	46.40	28.00
56	20.00	100.00	80.00	51.20	32.20
57	20.00	100.00	80.00	56.00	36.40
58	20.00	100.00	80.00	60.80	40.60
59	20.00	100.00	80.00	65.60	44.80
60	20.00	100.00	80.00	70.40	49.00
61	20.00	100.00	80.00	75.20	53.20
62	20.00	100.00	80.00	80.00	57.40
63	20.00	100.00	80.00	80.00	61.60
64	20.00	100.00	80.00	80.00	65.80
65	20.00	100.00	80.00	80.00	70.00

***The benefit payable from the above schedule is subject to a maximum amount of \$2,860.00 per month at Normal Retirement Date, and a reduced benefit for Early Retirement.**

For example: Suppose you retire at age 61 on July 1, 2014 and you have twenty-five (25) Years of Credited Service, 13 of which were earned from July 1, 1989 through June 30, 2002, 4 from July 1, 2002 through June 30, 2006, 4 from July 1, 2006 through June 30, 2009 and 5 from July 1, 2009 through June 30, 2014. Your monthly benefit will be equal to:

\$100.00	x	13 Years=	\$1,300.00
80.00	x	4 Years=	320.00
75.20	x	3 Years	225.60
53.20	x	5 Years=	266.00
			\$2,111.60

Note: As in the case of normal retirement, if you are married and do not elect otherwise, your Early Retirement Benefit will be reduced and paid in the form of a Qualified Joint and 50% Survivor Annuity as explained in Section 14.

11. DISABILITY RETIREMENT BENEFIT

If you suffer a Permanent and Total Disability after completing four (4) Years of Credited Service, you will be eligible for a Disability Retirement Benefit. The Disability Retirement Benefit will begin on the first day of the month following six (6) months of disability. The beginning date of such benefits shall coincide with the beginning date of disability benefits awarded by the Social Security Administration.

A disability benefit is payable to a Participant who has completed four (4) Years of Credited Service, who has not incurred a Break in Service subsequent to the completion of such four (4) Years of Credited Service, who suffers a Permanent and Total Disability which has continued for at least six (6) months and who retired while under such disability.

Permanent and Total Disability shall mean inability to engage in any substantial or gainful activity by reason of a medically determinable physical or mental impairment which can be expected to result in death, or to be of long continued and indefinite duration. Entitlement to such a benefit shall only be made upon Participant's proof of a favorable determination indicating entitlement to social security disability.

Amount of Monthly Benefit

To determine the monthly benefit payable:

1. First determine the number of years of Credited Service that you earned through June 30, 1980. Multiply the number of years of Credited Service by \$20.00.
2. Then determine the number of years of Credited Service that you earned from July 1, 1980 through June 30, 2002. Multiply the number of years of Credited Service by \$100.00.

3. Then determine the number of years of Credited Service that you earned from July 1, 2002, through June 30, 2009. Multiply the number of years of Credited Service by \$80.00.

4. Then determine the number of years of Credited Service that you earned since July 1, 2009, including those years of service you would have earned had you continued to work until Normal Retirement at age 65. Multiply the number of years of Credited Service by \$70.00.

Now add items (1), (2), (3) and (4) together. This is the amount you will receive provided that such amount does not exceed:

1. the taxable wage you would have earned had you continued in Covered Employment (such amount being based on the prevailing Hourly Wage Rate in effect on the date you became disabled as set forth in the Collective Bargaining Agreement, and determined by multiplying such rate by 2,000, and then dividing such amount by 12), less the monthly Primary Social Security benefit to which you may be entitled to at the time of retirement.

2. maximum Plan benefit of \$2,860.00.

For example: Suppose you became disabled on June 30, 2014, after having completed twenty-two (22) years of Credited Service, 10 years of Credited Service earned from July 1, 1992 through June 30, 2002, and 7 years of Credited Service earned from July 1, 2002 through June 30, 2009, and 5 years of Credited Service earned after June 30, 2009. Further, let us assume that you were age 59 at the time, with six (6) years to go before your 65th birthday (total of 11 years of Service after June 30, 2009). Your Disability Retirement Benefit would be computed as follows:

\$100.00 x 10 Years	=	\$1,000.00
80.00 x 7 Years	=	560.00
<u>70.00 x 11 Years</u>	=	<u>770.00</u>
		\$2,330.00

In the example shown above, you would receive a monthly Disability Retirement Benefit of \$2,330.00, providing this monthly benefit, when added to your Primary Social Security Benefit, did not exceed the average monthly wage you would have earned had you continued to work at the trade 2,000 hours per year at the current hourly wage rate or the monthly benefit does not exceed the Plan's maximum monthly benefit.

For example: Let us assume that the plan benefits, as determined above, would provide you with a monthly disability benefit of \$2,330. Further, let us assume that Primary Social Security Benefits pays you an additional \$800 per month. These two benefits total \$3,130.00 per month.

Now let us assume that the basic hourly wage rate is \$25.00 per hour. By multiplying the foregoing hourly wage rate by 2,000 hours, we determine that your projected annual wage would amount to \$50,000. By dividing this \$50,000 by 12, we determine that the average monthly income from wages would amount to \$4,166.67.

Since your combined monthly disability income from the Plan and Social Security totaling \$3,130 per month is less than the projected monthly earnings of \$4,166.67, the full monthly benefit of \$2,330 would be paid. Had your combined monthly Disability Retirement Benefits exceeded \$4,166.67, the Fund would have reduced its Disability Retirement Benefit to you by such excess amount.

Note: If you are married and do not elect otherwise, your Disability Retirement Benefit will be actuarially reduced and paid in the form of a Qualified Joint and 50% Survivor Annuity as explained in Section 14.

If you recover from your Disability prior to your sixty-fifth (65th) birthday, the following procedures will be applied.

1. The period of time from the date your Disability payments began to the last day of the Plan Year preceding the date of recovery will be treated as Credited Future Service to be added to your Credited Service earned up to the date disability payments began to determine your total Credited Service to the date of recovery.
2. The first day of the Plan Year next preceding your date of recovery will be the starting point from which a Break in Service will be measured for Plan purposes should you not return to Covered Employment. If you have earned five (5) years of Credited Service or Vesting Service and one (1) Hour of Service completed on or after June 1, 1998, you will, upon incurring a Break in Service, be entitled to a Deferred Vested Benefit (See Section 13).
3. Upon return to Covered Employment before incurring a Break in Service, you will be treated, for Plan purposes, just as though you had never been disabled.

Special Disability Benefit

A Participant who is eligible for an early retirement benefit, and who has pending on the date of his application for an early retirement benefit an application for permanent disability benefits from the Social Security Administration, shall be entitled to a regular Disability Benefit under this Plan if the Social Security Administration finds the Participant to be permanently and totally disabled under his application. Upon such approval by the Social Security Administration, the Participant shall be entitled to a regular disability benefit retroactive to the date of his application for an early retirement benefit under this Plan. The beginning date of such benefits shall coincide with the beginning date of disability benefits awarded by the Social Security Administration. In order to be eligible for the benefit provided by this Section, the Participant must supply the Administrative Manager with a copy of his application for permanent disability benefits from the Social Security Administration at the time the Participant makes application for his early retirement benefit; and,

the Participant must supply the Administrative Manager, within thirty (30) days of his issuance, with a copy of the decision by the Social Security Administration finding the Participant to be totally and permanently disabled.

12. DEATH BENEFITS

A) Pre-Retirement Death Benefit for non-Married Participants and non-Vested Married Participants

A lump-sum Death Benefit shall be payable to the Beneficiary of:

1. Any terminated non-Married Participant who is entitled to a Deferred Vested Benefit.
2. Any non-Married Active Participant who has not yet incurred a Break in Service.
3. Any Married Participant who:
 - a. Had not been credited with ten (10) Years of Vesting Service or Credited Service, prior to July 1, 1998, or had not been credited with five (5) Years of Credited Service with one (1) Hour of Service completed on or after July 1, 1998, and
 - b. Has not yet incurred a Break in Service.

Amount of Benefit: The Death Benefit is the amount of contributions made on your behalf prior to your death.

B) Pre-Retirement Death Benefit for Vested Participants

If you are married and have completed ten (10) Years of Credited Service or Vesting Service prior to July 1, 1998 or five (5) Years of Credited Service or Vesting Service and at least one (1) Hour of Service completed on or after July 1, 1998, your Surviving Spouse will be entitled to the following deferred survivor annuity benefit following your death. This benefit will be paid in lieu of all other death benefits.

Form of Benefit: The benefit is a monthly pension payable for the life of your spouse. The monthly pension benefit will begin, at the option of your spouse, on the earliest date you would have been eligible for an Early Retirement Benefit (e.g. age 52) had you survived to that date, or anytime thereafter. However, your Spouse may elect to receive such monthly benefit at a time earlier than your Early Retirement Date, but your Spouse's benefit will be actuarially reduced.

Amount of Benefit: The monthly benefit is one-half (1/2) the amount which you would have received had you survived to your Early Retirement Date and elected an actuarially reduced Joint and 50% Annuity Survivor form of payment (See Section 14).

For example: Suppose that you die while an active Participant at age fifty-two (52) and have completed a total of twenty-five (25) years of Credited Service (4 years of Credited Service earned prior to June 30, 1980, and 20 years of Credited Service earned from July 30, 1980 through June 30, 2002, and 1 earned after June 30, 2002). Your Early Retirement Benefit would be calculated as follows:

$$\begin{array}{rclcl} \$17.60 & \times & 4 \text{ Years} & = & \$ 70.40 \\ 88.00 & \times & 20 \text{ Years} & = & 1,760.00 \\ \hline 70.40 & \times & 1 \text{ Year} & = & 70.40 \\ & & & & \$ 1,900.80 \end{array}$$

If your spouse were four (4) years younger than you, the actuarially equivalent Joint and 50% Survivor Annuity would be \$1,647.99 (.867 x \$1,900.80) determined in accordance with the current rate provided for in the Plan document. Your spouse, therefore, would be entitled to a lifetime benefit of \$824.00 (50% of \$1,647.99).

In lieu of the Qualified Joint and Survivor Death Benefit, the surviving spouse may elect a lump sum equal to the Actuarial Equivalent of the monthly lifetime benefit. If the value is more than \$5,000, any applicable spousal consent is required for distribution, if applicable.

In lieu of the full lump sum benefit available, the beneficiary may elect from either of the following additional forms of payment.

- (A) One hundred percent (100%) of the lump sum due from Participant's date of death may be paid in installments over 60 months, 120 months, 180 months or monthly payments for life. The monthly payment amount would be the actuarial equivalent in value to the lump sum payment except paid over time; or
- (B) Fifty percent (50%) of the lump sum due from Participant's date of death and the remainder may be paid in installments over 60 months, 120 months, 180 months or monthly payments for life. The monthly payment amount would be the actuarial equivalent in value to the lump sum payment except paid over time.

Post-retirement Death Benefits

These benefits shall be limited to the contributions accumulated on the Participant's behalf, less any benefits received by the Participant.

13. DEFERRED VESTED BENEFITS

If you quit working in Covered Employment or incur a Break in Service before you are eligible for a Normal Retirement, Early Retirement, Disability Retirement, or Death Benefit, you may be eligible for a Deferred Vested Benefit. To be eligible you must have completed ten (10) Years of Credited Service or Vesting Service prior to July 1, 1998 or five (5) Years of Credited Service or

Vesting Service and have completed at least one (1) Hour of Service on or after July 1, 1998 and satisfy the requirements explained in Section 4.¹²

Amount of Monthly Benefit: Your monthly benefit is equal to your accrued benefit as of your date of termination.

Period of Payment: Deferred Vested Benefit will normally begin on your Normal Retirement Date (the first day of the month coinciding with or next following your sixty-fifth (65th) birthday¹³) and will continue throughout your lifetime, with sixty (60) guaranteed monthly payments, as explained in Section 14. If you wish, you may elect to have your payments begin earlier than your Normal Retirement Date. If you elect to have payments begin early, the benefit amount will be reduced by one-half (1/2) of one percent (1%) for each month that your benefit commencement date precedes your Normal Retirement Date.

Note: If you are married and do not elect otherwise, your Deferred Vested Benefit will be reduced and payable in the form of a Qualified Joint and 50% Survivor annuity as explained in Section 14.

14. PAYMENT OF BENEFITS

Normal Form for Single and Unmarried Participants – Single Life 60 Month Certain

Pension Benefits are normally payable for as long as you live. If you should die before 60 monthly payments have been made, the balance of the 60 payments will be paid to your Beneficiary. If you retire and your benefit was computed in accordance with Section 9, and if you should die before your monthly payments equal the total Contributions made to the Fund on your behalf, your Beneficiary will receive a Death Benefit. The Death Benefit is the amount of the Contributions made to the Fund on your behalf in excess of the total Pension payments made to you.

Normal Form for Married Participants – Joint and 50% Survivor Annuity

If you are married, your benefit will be paid in the form of a reduced Qualified Joint and 50% Survivor Annuity unless you and your spouse elect otherwise. Upon your death, your spouse, if living, will receive one-half (1/2) of the amount of benefit you were receiving at the time of your death, payable for her lifetime.

Optional Forms

Instead of the Normal Form of Retirement explained above, you may elect to have your benefits paid under any of the following options; however, a married Participant's election of any of the optional forms is contingent upon the submission of a waiver of the Qualified Joint and 50% Survivor Annuity form of payment. Such waiver must be consented to by the Participant's Spouse and witnessed by a Plan representative or notary public.

1. **Life Only:** Under this form of benefit payment, you would receive an increased monthly pension during your lifetime; payments ceasing upon your death.

2. **Period Certain:** If you elect this option, your monthly benefit will be reduced and payable during your lifetime. If you should die before the end of the period specified (10 or 15 years), monthly payments will continue to your Beneficiary until the end of the certain period elected.

3. **Qualified Joint and Survivor Annuity:** Available to Married Participants only, this optional payment provides for a reduced monthly benefit that will be paid for as long as you live. After your death a designated percentage (100% or 75%) of your reduced benefit will be continued to your Spouse as long as your spouse lives. The factors that are used in determining reductions made for the various optional payment forms are provided in the Appendix of the Plan Document.

For example: Suppose you retire at age sixty-five (65) and are eligible for a monthly Normal Retirement Benefit of \$500. Assume you are four (4) years older than your Spouse. Your monthly retirement benefit under each of the optional payment forms is given below:

Form	Factor	Your Lifetime Monthly Benefit	Monthly Benefit Paid After Your Death
Normal (60 Month Certain)	100.0%	\$500.00	\$500.00 (1)
Life Annuity	102.9%	\$514.50	---
10 Years Certain	92.6%	\$463.00	\$463.00 (2)
15 Years Certain	83.4%	\$417.00	\$417.00 (3)
Joint & 50% Survivor	86.7%	\$433.50	\$216.75 (4)
Joint & 75% Survivor	80.5%	\$402.50	\$301.88 (4)
Joint & 100% Survivor	75.2%	\$376.00	\$376.00 (4)

(1) Payment guaranteed for the first five (5) years of retirement (60 months) should you die within five (5) years of retirement.

(2) Payment guaranteed for the first ten (10) years of retirement (120 months) should you die within ten (10) years of retirement

(3) Payment guaranteed for the first fifteen (15) years of retirement (180 months) should you die within fifteen (15) years of retirement.

(4) Paid to your Spouse for remaining lifetime.

4. **Pop-Up:** Eligible participants electing a joint and survivor benefit will be able to choose a benefit option that would restore their benefit to its original amount if their spouse dies before them. This benefit is known as a pop-up provision. If a retiree elects this option their monthly joint and survivor benefit will be reduced by 2% per month. If their spouse should die before

them, the monthly benefit will then increase to its original amount prior to the adjustment for the joint and survivor option. This pop-up benefit will then be payable during the lifetime of the participant and cease in the month of their death.

Please note that, at the time of your application for benefits, you will be provided with the monthly payment amount for each of the Plan's benefit options. As with any option selected at the time of your retirement, the pop-up benefit will be irrevocable.

Lump-Sum Cash-out of Benefits

If the Actuarial Equivalent value of a Participant's Benefit or a Spouse's Survivor Benefit is less than \$1,000.00, the Trustees may immediately distribute the Benefit in a lump sum without the consent of the Participant or the Surviving Spouse, if applicable. The Trustees, in their sole discretion, may also elect to offer a lump-sum Actuarial Equivalent distribution to the surviving Spouse in lieu of a Pre-Retirement Survivor Annuity. The Spouse's consent is required if the value is in excess of \$1,000.00.

15. SUSPENSION OF BENEFITS

(A) After Normal Retirement Age.

(1) If you attained Normal Retirement Age, your monthly benefit will be suspended for any month in which you work or are paid for at least 40 hours in Totally Disqualifying Employment. "Totally Disqualifying Employment" means employment or self-employment that is:

- (a) In an industry covered by the Plan when your pension payments began; and
- (b) In the geographic area covered by the Plan when your pension began; and
- (c) Employment in work of any type covered by the terms of the Collective Bargaining Agreement in effect between the Union and the Employers, or in any type of work normally performed by plumbers or pipefitters, employment in any type of production related work in the field in the industry covered by the Plan, including the supervision of any manpower in the production field in an industry covered by the Plan.

(2) The term "industry covered by the Plan" means the plumbing and steamfitting industry and any industry in which Employees covered by the Plan were employed when your pension began or, but for suspension under this Section, would have begun. However, if you worked in Covered Service only in a skilled trade or craft, that is, as a plumber or steamfitter, employment or self-employment shall be Totally Disqualifying only if it is in work that involves the skill or skills of those trades or crafts directly or, as in the case of supervisory work, indirectly. In any event, work for which contributions are required to be made to the Plan shall be Totally Disqualifying.

(3) The geographic area covered by the Plan is the geographic jurisdiction of the Union, the State of Ohio and the remainder of any Standard Metropolitan Statistical Area (SMSA) which falls within the State of Ohio and any other area covered by the Plan when your pension began or, but for suspension under this Section would have begun.

(4) If you are retired and re-enter Covered Service to an extent sufficient to cause a suspension of benefits, and your pension payments are subsequently resumed, the industry and geographic area covered by the Plan “when the Participant’s pension began” shall be the industry and area covered by the Plan when your pension was resumed.

(5) Paid non-work time shall be counted toward the measure of 40 hours if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. However, time compensated under a Workers’ Compensation or temporary disability benefits law shall not be so counted.

(6) Notwithstanding any other provision of this Section, as of April 1 of the calendar year following the calendar year in which you reach age 70½, no employment will be considered disqualifying employment with respect to you.

(B) Before Normal Retirement Age

(1) The monthly benefit shall be suspended for any month in which you are employed in disqualifying employment before you have attained Normal Retirement Age. “Disqualifying employment,” for the period before Normal Retirement Age, is:

- (a) Employment in work of any type covered by the terms of the Collective Bargaining Agreement in effect between the Union and the Employers, or in any type of work normally performed by plumbers and pipefitters, employment in any type of production related work in the field in the industry covered by the Plan, including the supervision of any manpower in the production field in an industry covered by the Plan; or
- (b) Employment as described in (a) above for an employer in the same or related business as any Contributing Employer; or
- (c) Self-employment in the same or related business as any Contributing Employer; or
- (d) Employment or self-employment in any work that is under the jurisdiction of the Union.

(2) In addition, your monthly benefits will be suspended for the three consecutive months after any consecutive period of one or more months during which you were engaged in disqualifying employment unless it was Covered Employment. If you fail to notify the Plan of employment that may be the basis for suspension of benefits under Paragraph 5.07(b)(i), in accordance with the notification requirements in this Section, or willfully misrepresent to the Plan with respect to disqualifying employment, your monthly benefit will be suspended for an additional three months.

(C) Notice of Re-Employment.

(1) You must notify the Plan in writing immediately after starting work of a type that is or may be disqualifying under the provisions of the Plan and without regard to the number of hours of such work (that is, whether or not less than 40 hours in a month). If you work in disqualifying employment in any month and fail to give timely notice of the Plan of such employment, the

Trustees will presume that you worked for at least 40 hours in such month and any subsequent month before you give notice that you ceased disqualifying employment. You will have the right to overcome such presumption by establishing to the satisfaction of the Trustees that the work was not an appropriate basis for the suspension of your benefits. If you worked in disqualifying employment for any number of hours for a contractor at a building or construction site and fail to give timely notice to the Plan or such employment, the Trustees will presume that you engaged in work for as long as the contractor has been and remains actively engaged at that site. You will have the right to overcome such presumption by establishing to the satisfaction of the Trustees that the work was not an appropriate basis for the suspension of your benefits.

(D) Notice of Suspension of Benefits.

(1) The Plan will inform you of any suspension of his benefits by notice given by personal delivery or first class mail during the first calendar months in which your benefits are withheld. Such notification will contain a description of the specific reasons why benefit payments are being suspended, a general description of the Plan provisions relating to the suspension of payments, a copy of such provisions, and a statement to the effect that applicable Department of Labor regulations may be found in §2530.203-3 of the Code of Federal Regulations. The suspension notification will inform you of the Plan's procedure for affording review of the benefit suspension, and will describe the procedure for notifying the Plan of your termination from employment.

(2) You may ask the Plan whether a particular employment will be disqualifying. The Plan will provide the Participant with its determination.

(3) You will be entitled to a review of a determination suspending your benefits by written request filed with the Trustees within 60 days of the notice of suspension. The same right of review shall apply, under the terms, to a determination by or on behalf of the Trustees that contemplated employment will be disqualifying.

(4) Special Suspension Provision: Notwithstanding the foregoing provision of this Section, to the extent that the provisions of the Plan which provide for the suspension of a Participant's retirement benefits were added to the Plan or expanded in application after the accrual of a portion of a Participant's Accrued Benefit, that portion of the Participant's Accrued Benefit shall not be subject to the suspension provisions of this Section and the provisions of the Plan in effect during the period in which such Accrued Benefit was credited to the Participant shall apply. Payment of any portion of a Participant's Accrued Benefit that is not subject to the suspension shall commence no later than January 1, 2006, with retroactive payments made to the Participant for any period of time during which the Participant's benefit was improperly suspended after June 6, 2004, or if later, the first date the Participant became eligible to commence receiving benefit payments. This sub-Section is intended to satisfy, and shall be construed in a manner consistent with Rev.Proc. 2005-23 as modified by subsequent pronouncements for the Internal Revenue Service.

(5)Waiver of Suspension Rules: When it is brought to the attention of the Trustees by the Local Union Business Agent that there is a shortage of manpower within the Local's jurisdiction and the use of retirees is compelling, the Trustees may waive the suspension of benefits rules set forth in this Section under the following conditions:

(a)The work is temporary and only applies to jobs specifically identified by the Union Business Manager.

(b) The Fund Administrator must be advised of the names and social security numbers of all retirees returning to employment along with the contractor's name, address and the name of the project.

(c)The retiree must be dispatched to the job by the Business Manager.

(E) Recovery of Overpayments.

Any payments made by the Plan curing the calendar month when the Pensioner is re-employed and ineligible for benefits will be deducted from the benefit payments made after termination of employment in an amount up to twenty-five percent (25%) of the months total benefit payment which would be due before for such deduction.

(F) Notice of Termination of Employment.

Any Pensioner who has returned to work and whose benefits have been suspended must give immediate notice to the Fund Office upon termination of such period of re-employment. Upon receipt of such notice of termination of employment at the Fund Office, the Trustees will resume such retiree's monthly benefits, commencing with the first month following receipt of such notice. Additional Contributions received on behalf of a Pensioner who returned to work in Covered Service as set forth above shall not be used to increase the monthly pension benefits granted on the date of his original retirement.

16. CLAIMS APPLICATION AND APPEALS PROCEDURE

(A) A Participant, Beneficiary or their authorized representative may file with the Fund office a claim for benefits under the Plan. The claim shall be in writing, stating the basis of the claim, and authorizing the Fund's Administrative Manager to conduct all necessary investigations into the claim.

(B) The Board of Trustees shall make all determinations regarding the validity of the claim. Upon any partial or total adverse benefit determination, the Fund shall deliver or mail a Notice of Adverse Benefit Determination to you within ninety (90) days of the filing of the claim.

(C) The period of time within which a benefit determination is required to be made will begin at the time the claim is filed in accordance with the reasonable procedures of the Plan, without regard to whether all information necessary to make a benefit determination accompanies the

filing. If additional information is necessary to make a benefit determination, the period of time for making the benefit determination shall be tolled from the date the notification for additional information is requested until the Claimant responds to the request for additional information.

(D) The Notice of Adverse Benefit Determination shall be written in a manner calculated to be understood by you and shall contain:

- (1) the specific reason or reasons for the adverse benefit determination;
- (2) specific reference to pertinent plan provisions on which the determination was based;
- (3) a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary;
- (4) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review*;

(E) You or your authorized representative may appeal the decision of the Fund by written notice received by the Board of Trustees within sixty (60) days of the mailing of the notice of an adverse benefit determination. The written notice only needs to state your name, address, and the fact that you are appealing from the decision of the Board of Trustees, giving the date of the decision appealed from. The appeal shall be addressed as follows:

Board of Trustees of the Plumbers and Pipefitters
Local Union No. 396 Pension Plan
33 Fitch Boulevard
Austintown, Ohio 44515
(330) 270-0453

(F) The Plan shall

- (1) provide you the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;
- (2) provide that you shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits; and
- (3) provide for a review that takes into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(G) Prior to a determination on the appeal, your or your authorized representative may have an opportunity to review necessary and pertinent documents upon which the denial in whole or in part is based and may submit written issues and comments pertinent to the appeal.

(H) The Board of Trustees shall consider your appeal of an adverse benefit determination no later than its regularly scheduled meeting, which immediately follows the receipt of the notice of appeal, unless such notice was filed within thirty (30) days preceding the date of such meeting. If the notice of appeal was received within thirty (30) days prior to the next regularly scheduled meeting, the Board of Trustees may consider the appeal at the second regularly scheduled meeting following the receipt of the notice of appeal.

(I) If special circumstances exist regarding a benefit claim, the Board of Trustees may take an extension of time, to the next regularly scheduled meeting, to review the claim, provided that you or your representative are given a notice describing the special circumstances prior to the expiration of the original review period.

(J) After consideration of the appeal as above, the Board of Trustees shall advise you or your representative of its decision, in writing, within five (5) days following the meeting at which the appeal was considered. The decision of the Board of Trustees shall set forth specific reasons for their conclusions and shall be written in a manner calculated to be understood by you and shall make references to the pertinent Plan provision(s) upon which the decision is based. The decision shall be final and binding upon you unless further appealed as provided in Section K below. Notification of an adverse benefit determination, upon appeal, shall contain:

- (1) the specific reasons or reasons for the adverse benefit determination;
- (2) reference to specific Plan provisions on which the determination is based;
- (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits;
- (4) a description of the Plan's procedures regarding a hearing before the Board of Trustees and the time limits applicable to such procedures, including a statement of your right to bring civil action under ERISA Section 502(a) following an adverse benefit determination from the Board of Trustees*; and
- (5) the following statement "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency."

(K) A full hearing before the Board of Trustees shall be held when:

- (1) The Board of Trustees determines, prior to making a decision on appeal, that a hearing is necessary. In such event, the Board of Trustees shall notify you or your representative of the date, time, and place set for a full hearing on your appeal by regular mail addressed to you as shown on the notice of appeal.

(2) You or your representative requests a full hearing before the Board of Trustees by written notice within sixty (60) days after receipt of the Board of Trustees' decision on appeal. The written notice needs to state only your name, address, and the fact that you are requesting a full hearing before the Board of Trustees, giving the date of the decision of the Board of Trustees.

(3) In no case shall the date for the hearing set forth in (K)(1) or (K)(2), be set for a time later than the third regular meeting of the Board of Trustees following the receipt of the original notice of appeal. The Claimant, who had a hearing under (K)(1) shall not be entitled to a hearing under (K)(2).

The Hearing:

(4) A full written report shall be kept of the proceedings of the hearing.

(a) In conducting the hearing, the Board of Trustees shall not be bound by the usual common law or statutory rules of evidence.

(b) You or your attorney shall have the right to review the written record of the hearing, make a copy of it and file objections to it.

(c) There shall be copies made of all documents and records introduced at the hearing, attached to the record of the hearing, and made a part of it.

(d) All information upon which the Board of Trustees based its original decision shall be disclosed to you or your representative at the hearing.

(e) In the event that additional evidence is introduced by the Board of Trustees which was not made available to you prior to the hearing, you shall be granted a continuance of as much time as you desire, not to exceed thirty (30) days.

(f) You or your representative shall be afforded the opportunity of presenting any evidence in your behalf. If you offer new evidence, the hearing may be adjourned for a period of not more than thirty (30) days so the Board of Trustees may, if they wish, investigate the accuracy of your new evidence or determine whether additional evidence should be introduced.

(L) After consideration of the appeal, the Board of Trustees shall advise you or your representative of its decision in writing within five (5) days following the hearing at which the appeal was considered. The decision of the Board of Trustees shall set forth specific reasons for their conclusion, shall be written in a manner calculated to be understood by you and shall make reference to the pertinent Plan provisions upon which the decision is based. This decision shall be final and binding upon you. Notification of an adverse benefit determination, upon appeal, shall contain:

- (1) the specific reasons or reasons for the adverse benefit determination;
- (2) reference to specific Plan provisions on which the determination is based;
- (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits;
- (4) a statement of your right to bring civil action under ERISA Section 502(a) following an adverse benefit determination from the Board of Trustees*; and
- (5) the following statement "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency."

(M) The foregoing provisions shall apply only to claims filed on or after January 1, 2002.

***Under the terms of the Plan, any civil action under ERISA Section 502(a) must be filed within three (3) years of an initial application for benefits.**

17. INSURANCE OF PLAN BENEFITS

Your pension benefits under the Plan are insured by a federal insurance agency, the Pension Benefit Guaranty Corporation (PBGC). It must be noted that your Plan is a multiemployer plan. This type of 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 guaranteed by the PBGC is set by law. Currently, under the multiemployer program, the PBGC guarantee equals a Participant's years of service multiplied by (1) 100% of the first \$11.00 of the monthly benefit accrual rate and (2) 75% of the next \$33.00. The PBGC's maximum guarantee limit is \$35.75 per month times a Participant's years of service. For example, the maximum guarantee for a retiree with 30 years of service would be \$12,870.00 per year.

The PBGC guarantee generally **does** cover:

- Normal and Early Retirement benefits;
- Disability Benefits if you become disabled before the plan becomes insolvent; and
- Certain benefits for your survivors.

The PBGC guarantee generally **does not** cover:

- benefits greater than the maximum guaranteed amount set by law;
- benefit increases and new benefits based on plan provisions that have been in place for less than five years at the earlier of the date the plan terminates or the time the plan becomes insolvent;
- benefits that are not vested because you have not worked long enough;
- benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and
- non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Processing and Technical Assistance Branch, 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 (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>.

18. STATEMENT OF YOUR RIGHTS UNDER ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to

- Examine, without charge, at the Plan Administrator's office or at other specified locations, all Plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- Upon written request to the Plan Administrator, obtain copies of all Plan documents and other Plan information, including a complete list of the names and addresses of Employers sponsoring the Plan, or information as to whether a particular employer is a Plan sponsor and, if so, the employer's address. A reasonable charge may be made 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.

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 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 Plan benefit or exercising your rights under ERISA.

Appeal

If your claim for a Plan benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

- Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the material and pay you up to \$100 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 in part, you may request a review of your claim by the Trustees by filing such request in writing with the Trustees pursuant to the claim appeal procedures found on page 18 of this booklet, after you receive the letter that your claim was denied. Please refer to the "Claims Application and Appeals Procedure" section of this booklet. 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 you believe that Plan fiduciaries have misused the Plan's money, or if you believe you have been 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. The court may order the person you have sued to pay these costs and fees, or it may order you to pay the costs and fees.
- 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.

ADDITIONAL INFORMATION REQUIRED BY ERISA

1. Name of Plan: Plumbers & Pipefitters Local No. 396 Pension Plan
2. Plan Established and Maintained by:

Board of Trustees
Plumbers & Pipefitters Local Union No. 396 Pension Plan
33 Fitch Boulevard
Austintown, Ohio 44515
3. Contributing Employers: The Plan is established pursuant to collective bargaining agreements between Plumbers & Pipefitters Local No. 396 and Employers who are signatory to those agreements. You may obtain a copy of the collective bargaining agreement by writing to the Administrative Manager or you may examine it at the Fund Office. Upon written request to the Fund office, you may receive information as to whether a particular Employer is a contributing Employer of the Plan. If it is, the Fund office will furnish his address.
4. Employer Identification Number (EIN): 34-6727007
5. Plan Number: 001
6. Type of Pension Plan: The Plumbers and Pipefitters Local 396 Pension Plan is referred to as a defined benefit plan. This means that the dollar amount of benefits provided is based on years of service and the amount of contributions paid on behalf of the Participant. The exact dollar amount of the contribution is determined by collective bargaining between the Union(s) and the Employer(s). The level of benefits is determined actuarially considering contribution income, mortality rates, turnover of employees, general economic conditions and other factors affecting fund income and costs. Actuarial valuations are performed by the enrolled actuaries retained by the Trustees on the Participant's behalf. Although the Trustees and professional advisors make every effort to fix benefit levels accurately, benefit levels are subject to adjustments depending on changes in economic conditions, results of collective bargaining and other necessary changes related to actuarial assumptions.

7. Type of Administration of the Plan: Although this plan technically is administered and maintained by the Board of Trustees for the Plumbers & Pipefitters Local No. 396 Pension Fund, the Trustees have delegated certain administrative functions to a professional Administrative Manager. Address all communications with the Board of Trustees to:

Board of Trustees
Plumbers & Pipefitters Local No. 396
Pension Plan
33 Fitch Boulevard
Austintown, Ohio 44515

8. Agent for Service of Legal Process: The Board of Trustees and/or Attorney Dennis Haines, 100 Federal Plaza East, Suite 800, P.O. Box 849, Youngstown, Ohio 44501-0849.

9. Sources of Contributions: This Plan is funded through contributions by the Employers on behalf of their Employees, under the terms of a Collective Bargaining Agreement, and by investment income earned on a portion of the Plan's assets.

10. Funding Medium for the Accumulation of Plan Assets: Assets are accumulated and benefits are provided by the Trust Fund. Some plan assets are invested. These investments are made only after consultation with professional investment managers employed by the Trust.

11. Date of the Plan's Fiscal Year End: June 30.

FORMER LOCAL 225 PARTICIPANTS

This section applies only to participants who earned pension credits under the Plumbers and Pipefitters Local 225 Retirement Plan prior to its merger into the Local 396 Pension Plan. The benefits described in this section are not an “extra” benefit to the Former Local 225 Participants, but reflect benefits earned by Former Local 225 Participants and contributions made on their behalf while they were members of former Local 225.

¹ Former Participant of the Plumbers and Pipefitters Local 225 Retirement Plan (“Former Local 225 Participant”) shall become Participants in this Plan upon completion of 350 or more Hours of Covered Employment. Prior to that time their benefits shall be determined pursuant to the Local 225 Plan.

² If you are a Former Local 225 Participant, you will be eligible to retire and receive a Normal Retirement Benefit when you have attained age 62 or have completed thirty (30) years of service in the Local 225 Plan, the Local 396 Pension Plan, or a combination of both.

³ Former Local 225 Participants will be eligible for a reduced Early Retirement Benefit at Age 57 for the portion of their benefits accrued while a Participant in the Local 225 Plan.

⁴ If a Former Local 225 Participant retiring after February 1, 2001 meets the eligibility requirements of the Local 396 Plan he shall receive the total sum of his benefit under the Local 396 Pension Plan and his Plan benefit pursuant to the Local 225 Plan, as of February 1, 2001.

⁵ Each Former Local 225 Participant will be given Future Service Credit and Vesting Service under the provisions of the Local 225 Plan for those periods of his employment subsequent to the contribution date applicable to him for which contributions were required to be made to the Local 225 Retirement Fund pursuant to a collective bargaining agreement or were otherwise required to be made to the Local 225 Plan. On and after February 1, 2001, except where otherwise indicated herein, the Local 396 Plan provisions will apply to all Former Local 225 Participants.

Each Former Local 225 Participant will be given Past Service Credit under the provisions of the Local 225 Plan for eligible past employment. Each Former Local 225 Participant also will be guaranteed at least the Credited Service and Vesting Service he had accumulated and had not lost under the terms of the Local 225 Plan as of February 1, 2001.

Except as otherwise provided herein, any Accrued Benefit, Credited Service and Vesting Service after February 1, 2001 shall be determined exclusively under the Local 396 Plan and shall be in addition to the accrued benefit, credited service and vesting service earned prior to February 2001. Accordingly, if you are a Former Local 225 Participant who earns accrued benefits under the Local 396 Plan, your benefit at retirement will be the accrued benefit you earned under the Local 225 Plan plus the accrued benefit earned under the Local 396 Plan. Under no

circumstances, however, will any Local 225 Participant receive, under the merged Local 396 Pension Plan, more than the maximum number of years of Credited Service allowed under the merged Local 396 Plan. No former Local 225 Participant may accrue additional credited service after February 1, 2001 unless he meets the coverage requirements of the Local 396 Plan.

Any Former Local 225 Participant who is not fully vested in the Local 225 Plan on February 1, 2001 shall continue to accrue Vesting Service under the terms of that Plan for Covered Employment under the Local 396 Plan after February 1, 2001, but only for purposes of vesting in the benefit accrued under the Local 225 Plan before February 1, 2001.

⁶ All Former Local 225 Participants will receive any Past Service Credit pursuant to the provisions of the Local 225 Retirement Plan.

⁷ If a Former Local 225 Participant retiring after February 1, 2001 meets the eligibility requirements of the Local 396 Plan he shall receive the total sum of his benefit under the Local 396 Plan and his benefit pursuant to the Local 225 Plan, as of February 1, 2001.

⁸ Former Participants of the Local 225 Plan will also receive years of Vesting Service accrued as a Participant of that Plan.

⁹ However, Former Local 225 Participants are eligible to remain under the following vesting schedule:

- (i) 20% after three years;
- (ii) 40% after four years; and
- (iii) 100% after five years.

Such Former Local 225 Participants shall be granted vesting service based on whichever schedule grants them greater vesting service.

¹⁰ If you are a Former Local 225 Participant you will be eligible to retire and receive a Normal Retirement Benefit earned as a Local 225 Participant when you have attained age 62.

¹¹ If you are a Former Local 225 Participant and have not established eligibility under the Plumbers and Pipefitters Local 396 Pension Plan you will only be eligible for such benefits under the Local 225 Plan.

¹² If you are a Former Local 225 Participant who has not established eligibility under this Plan, any determination of any deferred vested benefits would be determined by the provisions of the Local 225 Plan document.

¹³ 62nd birthday for Former Local 225 Participants.