U.A. Locals 63 & 353

Pension Plan

Summary Plan Description

Revised January 2014

January, 2014 Edition

DEAR PLAN PARTICIPANT:

We are pleased to provide you with this updated Summary Plan Description of your Pension benefits through the U.A Locals 63 and 353 Pension Plan. This Summary Plan Description includes Plan changes through January 1, 2014. This booklet replaces any prior materials and explanations that were sent to you about your Pension Plan.

This booklet was written in clear, straightforward language and is organized to help you understand how your pension benefits work. Certain words or phrases are in bold type the first time they appear in the text. These terms are defined and then capitalized throughout the text. An index of defined terms is at the end of this booklet. This is to help you learn the meaning of complex parts of the Pension Plan.

It is important that you understand how the Plan works and applies to you and your family. Please take time to read this booklet and share it with your family so they are aware of the benefits provided. If after reading this booklet you still have questions about your benefits, please contact the Fund Office at (317) 554-9000 or toll free at (800) 398-1084.

Sincerely,

BOARD OF TRUSTEES

This booklet is intended to be used as a summary of the legal Pension Plan Document. The Pension Plan Document contains all of the actual legal terms and provisions that govern the Pension Plan. If there is a discrepancy between the language contained in this Summary Plan Description and the legal Pension Plan Document, the legal Pension Plan Document will govern. The Board of Trustees reserves the right to modify, amend or terminate the Pension Plan at any time. You will receive written notice from the Board of Trustees if the Plan is modified, amended or terminated.

U.A. Locals 63 & 353 Pension Plan

HealthSCOPE Benefits

PO Box 50440

Indianapolis, IN 46250-0440

(317) 554-9000

Toll Free: (800) 398-1084

TABLE OF CONTENTS

Page

PARTICIPATION AND COST

How You Become a Participant in the Pension Plan

You are eligible to participate in the Pension Plan when you work for an employer that is required to make contributions to the Pension Plan on your behalf. **Note:** If you were a member of Local 579 prior to November 1, 1981, then special provisions may apply to you. Please contact the Fund Office for further details.

Employers that are obligated to make contributions to the Pension Plan on your behalf through a collective bargaining agreement with the Union are called **Contributing Employers**. When you work for a Contributing Employer, you are considered to be working in **Covered Employment**.

Termination of Participation

You will remain a participant in the Plan as long as you complete at least 160 **Hours of Service** in Covered Employment in a **Plan Year**. A Plan Year runs from May 1 to April 30. An Hour of Service is each hour for which you are paid or entitled to be paid by your employer, including certain non-work hours due to vacation, holiday, illness, or disability.

Failure to complete at least 160 Hours of Service in a Plan Year constitutes a **Break in Service.** However, once you are Vested you will have earned a non-forfeitable right to a pension benefit, whether immediate or deferred, and the Break in Service rules will no longer apply. For a description of Vesting and Break in Service rules, starting on page 4.

Reinstatement of Participation

If you are a non-vested employee and lost your status as a participant in the Pension Plan, you shall again become a participant when you are reemployed with an employer who is required to make contributions to the Pension Plan on your behalf. You will be considered a participant as of your reemployment commencement date. Your reemployment commencement date is the first day for which you are credited with an hour of service after the Plan Year in which you incurred your last One Year Break in Service.

Cost

Employer contributions pay the entire cost of the Plan. You are not required to make contributions and, in fact, the Plan does not permit you to make any additional contributions.

CREDITED SERVICE

Credited Service is used to calculate the amount of your Pension benefit. When you work in Covered Employment, you earn credit towards a Pension benefit, based on your total Hours of Service.

Future Service Credit is earned for your Hours of Service on or after May 1, 1965. **Past Service Credit** is earned for your Hours of Service before May 1, 1965.

Future Service Credit

Future Service Credit is based on your total Hours of Service on or after May 1, 1965 and is counted separately for the following periods:

- May 1, 1965 through April 30, 1979,
- May 1, 1979 through April 30, 1987, and
- On or after May 1, 1987.

One year of Future Service Credit is granted for every 1,600 Hours of Service during each of the preceding periods. Any remaining hours earn fractional credit at the applicable rate. The fraction is determined by dividing the remaining Hours of Service by 1,600.

Past Service Credit

Hours of Service before the Pension Plan became effective (May 1, 1965) may be used to qualify for credit towards a Pension benefit. Past Service Credit is granted on a full or partial basis as described below.

- **Full Past Service Credit**
  Each month of Service before May 1, 1965 is counted as 1/12 of a year of Past Service Credit, regardless of the number of hours worked, up to a maximum of 15 years of Past Service Credit. *Work performed as a self-employed individual will not be considered.*

  To be eligible for Full Past Service Credit, you must have been available to work on May 1, 1965 and have contributions for 1,600 or more Hours of Service during the first two Plan years (May 1, 1965 to April 30, 1967).

  If you were not available to work on May 1, 1965 because you were sick or disabled, you must have contributions for 1,600 Hours of Service during the two-year period immediately following the date you again became available to work.

- **Partial Past Service Credit**
  If you do not qualify for Full Past Service Credit according to the rules stated above, you may be eligible to receive Partial Past Service Credit.

  Partial Past Service Credit is calculated as a percentage of Full Past Service Credit, based on the number of hours you worked during the first two Plan Years.

Hours of Service	Percentage of Past Service Credit
1,600 or more	100%
1,599 - 1,440	90%
1,439 - 1,280	80%
1,279 - 1,120	70%
1,119 - 960	60%
959 - 800	50%
799 or less	0%

To be eligible for Partial Past Service Credit, you must have been available to work on May 1, 1965 and have contributions for 800 or more Hours of Service during the first two Plan years (May 1, 1965 to April 30, 1967).

If you were not available for work on May 1, 1965 because you were sick or disabled, you must have contributions for 800 or more Hours of Service during the two-year period immediately following the date you again became available to work.

Past Service will not be credited if you do not have contributions for at least 800 Hours of Service during the first two plan years, or for the two-year period immediately following your availability to work.

Credit as an Apprentice

Before May 1, 1983, apprentices received credit for work in covered employment because contributions were made on their behalf. During 1983, contributions on behalf of apprentices were suspended. As of May 1, 1995, you will receive Future Service Credit for the time you served as an apprentice if, after your apprenticeship is completed, contributions for at least 160 Hours of Service are received by the Pension Plan on your behalf.

VESTING SERVICE

Vesting Service is used to determine your eligibility for a Pension benefit. When you are a **Vested** participant, you have earned a non-forfeitable right to a Pension under the Pension Plan. You become a Vested participant when you have accumulated five years of Vesting Service.

How Years of Vesting Service are Earned

Vesting Service is granted for your Hours of Service earned during the following periods:

- Before May 1, 1976
  One year of Vesting Service is granted for each year of Past and/or Future Service Credit.

- On or After May 1, 1976
  One year of Vesting Service is granted for each year of Past and/or Future Service Credit, or for each Plan Year in which you received credit for 870 or more Hours of Service, *whichever is greater*.

Any time you work in a non-covered job for a Contributing Employer, and that job is continuous with your Covered Employment, your Hours of Service will count toward a year of Vesting Service.

BREAK IN SERVICE RULES

The purpose of the Plan is to provide retirement benefits to participants who work continuously in Covered Employment for required periods of time. If you are absent from Covered Employment for an extended period of time before you are fully Vested in the Pension Plan, you may incur a Break in Service.

A Break in Service may be temporary or permanent. A **Permanent Break in Service** means the cancellation of any previously earned years of Vesting Service and Credited Service. However, you cannot have a Permanent Break in Service once you are fully Vested.

Effective May 1, 1976, you will have a **One-Year Break in Service** in any Plan Year in which you do not complete at least 160 Hours of Service in Covered Employment. One-Year Breaks in Service are temporary and may be repaired by returning to work in Covered Employment before you incur a Permanent Break in Service.

Permanent Break in Service

After April 30, 1985, you will have a Permanent Break in Service when your total consecutive One-Year Breaks in Service equal five.

The time you work in a non-covered job for a Contributing Employer, if the job is continuous with your Covered Employment, does not count toward a Break in Service.

Certain non-work periods do not count toward a Break in Service. If you decide to leave Covered Employment for any period of time due to the following reasons, you should notify the Board of Trustees.

Military Service

If you leave Covered Employment for service in the uniformed services of the United States you will be credited with Vesting Service and Credited Service to the extent required by the Uniformed Services Employment and Re-employment Rights Act (USERRA) or military service under any predecessor federal law. Generally, if you return to work within five years from the time that you enter service, you will:

- Not have a Break in Service, *and*
- Earn Credited Service and Vesting Service at the rate of 1,600 hours per Plan Year (generally up to five years) for the time you were in the military.

To be eligible to earn Credited Service and Vesting Service for your military service you must:

- Notify your Employer that you have been called to service,
- Leave service under other than dishonorable conditions, and
- Report back to work or apply for reemployment within the time frame required by federal law after you complete your active duty, as outlined in the following chart.

Length of Military Service	Reemployment Deadline
Less than 31 days	Within 1 day after discharge (allowing 8 hours for travel)
31 through 180 days	Within 14 days after discharge
More than 180 days	Within 90 days after discharge

Leave of Absence

An approved **Leave of Absence** does not count toward a Break in Service for purposes of determining eligibility and vesting. You will **not** earn Credited Service or hours of Vesting Service (refer to page 2) during a Leave of Absence. A Leave of Absence is a period during which you are:

- Disabled;
- Working for an employer that is covered by a Local Agreement that does not require the employer to make contributions to the Plan on your behalf;
- On jury duty; or
- On leave specified by the Trustees according to rules that are uniformly applied to all participants.

Maternity/Paternity Leave

During the period of time you are absent from Covered Employment due to pregnancy, the birth of your child, or to care for your newborn or adopted child, you will be credited with up to 160 hours of service solely to prevent your absence from counting toward a Break in Service for purposes of determining eligibility and vesting. You will be credited with the hours of service you would normally have earned or 8 hours of service per day of absence up to the number of hours needed (up to 501 hours) to prevent a Break in Service in the Plan Year in which your absence begins or in the following Plan Year.

Family and Medical Leave Act

Any Leave of Absence granted by your Employer, up to 12 weeks, that qualifies under the Family and Medical Leave Act of 1993 (FMLA), will not count toward a Break in Service for purposes of determining eligibility and vesting.

NORMAL RETIREMENT PENSION

Eligibility

You are eligible for a Normal Retirement Pension when you reach **Normal Retirement Age**. Normal Retirement Age is 62, or if later, your age on the fifth anniversary of your participation in the Pension Plan. Once you have met the eligibility requirements, the pension is payable the first day of the month coincident with or immediately preceding your date of retirement.

Amount of Normal Retirement Pension

The amount of a Normal Retirement Pension is calculated by multiplying years of Credited Service by each applicable **Benefit Accrual Rate**. The Benefit Accrual Rate is the dollar value assigned to each year of Credited Service within a certain period of time, called the **Benefit Accrual Period**.

<u>Follow these steps to determine your pension</u>:

Step 1. Divide the total number of Hours of Service completed in each Benefit Accrual Period by 1,600 to determine the years of Future Credited Service.

Step 2. Multiply the number of Past Service Credits (up to a maximum of 15) by the annual Benefit Accrual Rate ($132.00).

Step 3. Multiply the years of Future Credited Service by the applicable annual Benefit Accrual Rate, as shown below.

Step 4. Add the amounts from each Benefit Accrual Period that you determined in Steps 2 and 3 to determine the Annual Normal Retirement Pension.

Step 5. Divide this amount by 12 to determine your monthly Normal Retirement Pension.

The following chart shows the different Benefit Accrual Periods and the corresponding Benefit Accrual Rates you need to determine your Normal Retirement Pension as outlined in the five steps above:

BENEFIT ACCRUAL PERIOD	ANNUAL BENEFIT ACCRUAL RATE
Past Service Credit earned before May 1, 1965 (maximum 15 years)	$ 132
Future Service Credit earned on or after May 1, 1965 but before May 1, 1979	$ 360
Future Service Credit earned on or after May 1, 1979 but before May 1, 1987	$ 747
Future Service Credit earned on or after May 1, 1987 but before May 1, 2008	$ 939 if you retire on or after May 1, 1988 but before May 1, 1991; or $1,155 if you retire on or after May 1, 1991 but before May 1, 1993; or $1,200 if you retire on or after May 1, 1993 but before January 1, 1994; or $1,248 if you retire on or after January 1, 1994 but before May 1, 1997; or $1,296 if you retire on or after May 1, 1997 but before May 1, 1999 with (a) at least 400 hours in the Plan Year beginning May 1, 1995 or May 1, 1996, or (b) at least 1,200 hours in any Plan Year beginning May 1, 1997 or later; or $1,344 if you retire on or after May 1, 1999 but before May 1, 2000 with (a) at least 400 hours in the Plan Year beginning May 1, 1997 or May 1, 1998, or (b) at least 1,200 hours in any Plan Year beginning May 1, 1999 or later; or $1,440 if you retire on or after May 1, 2000 with (a) at least 400 hours in the Plan Year beginning May 1, 1998 or May 1, 1999, or (b) at least 1,200 hours in any Plan Year beginning May 1, 2000 or later.
Future Service Credit earned on or after May 1, 2008	$1,200 if you retire on or after May 1, 2004 with (a) at least 400 hours in the Plan Year beginning May 1, 1998 or May 1, 1999, or (b) at least 1,200 hours in any Plan Year beginning May 1, 2000 or later.

Normal Form of Benefit

The **Normal Form** of benefit is the benefit that the Plan will calculate and pay out unless you choose an **Optional Form of Payment**. If you are married, the **Normal Form** of payment is the **Qualified Joint and Survivor Annuity** (see page 18). Your spouse must give written consent to receive an Optional Form of Payment. If you are single, the **Normal Form** of benefit is the **60 Month Guarantee** (see page 19).

Example of Normal Retirement Pension Benefit

Joe is single and retires on September 1, 2013, at age 62. Joe began working in Covered Employment on May 1, 1975. Joe has worked at least 400 hours in Covered Employment in the Plan Year beginning May 1, 1999 so that he qualifies to calculate his Pension based on the most current rates. The amount of Joe's Normal Retirement Pension is calculated as follows:

Step 1. Determine the total number of years and fractional years of Credited Service Joe completed on or after May 1, 1975 by adding the total Hours of Service for each Benefit Accrual Period and dividing by 1,600.

- **<u>May 1, 1975 through April 30, 1979</u>**
  Joe completed 6,000 Hours of Service during this period. He averaged 1,500 hours per Plan Year.

  6,000 ÷ 1,600 = 3.75 Years of Future Service Credit

- **<u>May 1, 1979 through April 30, 1987</u>**
  Joe completed 13,000 Hours of Service during this period. He averaged 1,625 hours per Plan Year.

  13,000 ÷ 1,600 = 8.12 Years of Future Service Credit

- **<u>May 1, 1987 through April 30, 2008</u>**
  Joe completed 33,810 Hours of Service during this period. He averaged 1,610 hours per Plan Year.

  33,810 ÷ 1,600 = 21.13 Years of Future Service Credit

- **<u>On or after May 1, 2008</u>**
  Joe completed 7,500 Hours of Service during the period May 1, 2008 through April 30, 2013, but waits and retires September 1, 2013. He averaged 1,500 hours per Plan Year.

  7,500 ÷ 1,600 = 4.69 Years of Future Service Credit

Step 2. Multiply the total years of Past Service Credit Joe earned by the Annual Benefit Accrual Rate. Joe has no Past Service Credit, as he had no hours worked prior to May 1, 1965.

Step 3. Multiply the total years of Future Service Credit Joe earned for each Accrual Period by the applicable Annual Benefit Accrual Rate.

If Joe retires on September 1, 2013, the Annual Benefit Accrual Rates used to calculate his benefit are as follows:

a. $360 for each year of Future Service Credit through April 30, 1979.

3.75	X	$360	=	$1,350.00

b. $747 for each year of Future Service Credit from May 1, 1979 through April 30, 1987.

8.12	X	$747	=	$6,065.64

c. $1,440 for each year of Future Service Credit from May 1, 1987 through April 30, 2008.

21.13	X	$1,440	=	$30,427.20

d. $1,200 for each year of Future Service Credit on or after May 1, 2008.

4.69	X	$1,200	=	$5,628.00

Step 4. Add the amounts in Steps 2, 3a, 3b, and 3c to get the amount of Joe's total Annual Normal Retirement Pension, paid in the **Normal Form**.

$ 1,350.00
$ 6,065.64
$ 30,427.20
<u>$ 5,628.00</u>
$43,470.84 **Joe's total Annual Normal Retirement Pension**

Step 5. Divide the annual benefit amount, $43,470.84, by 12 to get the amount of Joe's monthly Normal Retirement Pension, paid in the Normal Form.

$43,470.84 ÷ 12 = $3,622.57 **Joe's Monthly Pension**

Note: *The example shows the Normal or 60 Month Guarantee form of Pension benefit payment. If Joe is married, his Pension benefit will be paid in the form a Qualified Joint and Survivor Annuity, unless Joe and his spouse reject this form of payment in writing. For a complete description of the Qualified Joint and Survivor Annuity, see page 18.*

Adjustments for Form of Payment

If you are eligible to receive your Pension benefit in the Normal or 60 Month Guarantee form of pension, your pension is calculated as shown above.

If your pension benefit is paid in the form of a Qualified Joint and Survivor Annuity, Ten Year Certain, or Level Income Option, your benefit amount will be actuarially reduced to reflect that form of payment. If your Pension benefit is paid in the Straight Life Form of Payment, your benefit amount will be actuarially increased to reflect rejection of the 60 Month Guarantee Form of Payment. For a complete description of Forms of Pension Payment, see page 18.

Actuarial adjustments are based on actuarial factors used in forecasting uncertain future events that affect the cost of a pension. These factors include such things as interest and investment earnings, inflation, unemployment, mortality rates and retirement patterns. Actuarial present value refers to the present value of a future benefit, determined by using actuarial assumptions.

Special Benefit At or After Normal Retirement Age

Participants who are actively engaged in Covered Employment on or after the later of Normal Retirement Age (62) or five years of participation, are eligible to receive a Pension benefit, regardless of their years of Credited Service and Vesting Service. The benefit will be calculated as a Normal Retirement Pension (see page 7).

A participant who is 100% Vested will be deemed to be actively engaged in Covered Employment.

To qualify, you must have at least 160 hours of Service in Covered Employment in a prior Plan Year in which your status as a participant in the Pension Plan was reinstated.

EARLY RETIREMENT PENSION

Eligibility

You are eligible for an Early Retirement Pension at age 55 if you have at least ten years of Vesting Service.

Amount of Early Retirement Pension

The Early Retirement Pension is first calculated as a Normal Retirement Pension. This amount is then reduced by one-tenth of one percent (0.1%) for any accrued benefit through April 30, 2008, and one-fourth of one percent (0.25%) for any accrued benefit on and after May 1, 2008, for each month your early retirement date precedes Normal Retirement Age (62).

The reduction factors are greater, however, for retirements based on Hours of Service earned before May 1, 1993, as follows:

- If you last earned 160 or more Hours of Service in Covered employment between May 1, 1991 and April 30, 1993, the reduction factor used to calculate the amount of your Early Retirement Pension benefit is two-tenths of one percent (0.2%) for each month your Early Retirement date precedes Normal Retirement Age.

- If you last earned 160 or more Hours of Service in Covered Employment before May 1, 1991, the reduction factor used to calculate the amount of your Early Retirement Pension benefit is four-tenths of one percent (0.4%) for each month your Early Retirement date precedes Normal Retirement Age.

Separate provisions apply to benefits accrued through October 31, 1981 by Local 579 participants. The Fund Office can provide more information if this situation applies to you.

Example of Early Retirement Pension Benefit

Refer to the example of a Normal Retirement Pension Benefit on page 9. It shows $3,622.57 as the amount of Joe's monthly Normal Retirement Pension, paid in the Normal (60 Month Guarantee) form. If Joe is age 55 when he retires on September 1, 2013, instead of 62, his benefit is reduced by 8.4% (84 months times .1%) for any accrued benefit through April 30, 2008, and 21% (84 months times .25%) for accrued benefits on or after May 1, 2008. In other words, Joe's Early Retirement benefit is calculated as follows, based on his Normal Retirement Pension:

Accrued benefit through 04/30/2008:	$3,153.57 X 0.916	=	$2,888.67
Accrued benefit on/after 05/01/2008:	$469 X .79	=	$370.51
	Total Monthly Benefit	=	$3,259.18

Note: *The example above shows the Normal or 60 Month Guarantee form of Pension benefit payment. If Joe is married, his Pension benefit will be paid in the form a Qualified Joint and Survivor Annuity, unless Joe and his spouse reject this form of payment in writing. For a complete description of the Qualified Joint and Survivor Annuity, see page 18.*

DEFERRED PENSION

Eligibility

If you leave Covered Employment before you are old enough to be eligible for a Normal or Early Retirement Pension, and you have accumulated at least five years of Vesting Service, you will be eligible to receive a Deferred Pension when you retire. You must have at least 10 years of Vesting Service to receive a Deferred Pension between the ages of 55 and 62.

Amount of Deferred Pension

The amount of the Deferred Pension depends on your age and the number of years of Vesting Service you have earned at the time of your retirement.

- At or After Normal Retirement Age
  If you are age 62 or older and have at least 5 years of Vesting Service, you will receive the Normal Retirement benefit.

- Prior to Normal Retirement Age
  If you are between ages 55 and 62 and have at least 10 years of Vesting Service, you will receive the Early Retirement benefit. Your benefit will be calculated using the Early Retirement Benefit factor in effect when you were last considered an active Participant.

Amount of Deferred Pension for Retirements Before May 1, 1998

If you left Covered Employment before May 1, 1998, the amount of the Deferred Pension payable is a percentage that is based on the number of years of Vesting Service from five to ten or more, as follows:

Years of Vesting Service	Vested Percentage of Retirement Benefit Payable
Less than 5 years	0%
5	50%
6	60%
7	70%
8	80%
9	90%
10 or more	100%

Example of Deferred Pension – If You Left Covered Employment Before May 1, 1998

Charlie left Covered Employment on April 30, 1996. He is now 62 years old and is planning to retire on September 1, 2014. He worked an average of 1,600 Hours of Service in Covered Employment per year during the six-year period from May 1, 1990, to April 30, 1996. Charlie is eligible to receive a Deferred Vested Pension, calculated as follows:

Step 1. First, calculate Charlie's Normal Retirement Pension (60 Month Guarantee). Determine the number of Hours of Credited Service and Vesting Service Charlie earned during each Benefit Accrual Period.

- **Future Service earned on or after May 1, 1987 and retirement on or after January 1, 1994 but before May 1, 1997**. Charlie worked a total of 9,600 Hours of Service in Covered Employment during this Accrual Period. He earned six years of Vesting Service and Credited Service (9,600 ÷ 1,600 = 6). The Annual Benefit Accrual Rate for his Credited Service earned during this Accrual Period is $1,248.00.

  $1,248.00 X 6 = $7,488.00

Charlie earned a total annual benefit of $7,488.00 or $624.00 ($7,488.00 ÷ 12) per month when his benefit is calculated as a Normal Retirement Pension.

Step 2. Calculate the amount of Charlie's Deferred Pension Benefit. Charlie earned a total of six years of Vesting Service and is, therefore, 60% Vested in the amount of his Normal Retirement Pension.

$624.00 X .60 = $374.40 per month

The amount of Charlie's Annual Deferred Pension benefit at age 62 would be:

$4,492.80 ($7,488.00 X 60%) annually, or $374.40 ($4,492.80 ÷ 12) per month.

Note: *The example above shows the Normal or 60 Month Guarantee form of Pension benefit payment. If Charlie is married, his Pension benefit will be paid in the form a Qualified Joint and Survivor Annuity, unless Charlie and his spouse reject this form of payment in writing. For a complete description of the Qualified Joint and Survivor Annuity, see pages 18.*

Special rules apply to Former Local 579 East Central Plan Participants. You should contact the Fund Office for more information if you are a former Local 579 East Central Plan Participant.

Amount of Deferred Pension for Retirements on or after May 1, 1998

If you left Covered Employment on or after May 1, 1998, the amount of the Deferred Pension payable is a percentage that is based on the number of years of Vesting Service as follows:

Years of Vesting Service	Vested Percentage of Retirement Benefit Payable
Less than 5 years	0%
5 or more	100%

Example of Deferred Pension Benefit – If You Left Covered Employment on or After May 1, 1998

Charlie left Covered Employment on April 30, 2012 at age 60 with a total of six (6) years of Vesting Service. When Charlie turns age 62 on March 15, 2014, he will be entitled to receive 100% of the benefit calculated as a Normal Retirement Pension (see page 7).

DISABILITY PENSION

Eligibility

You are eligible for a Disability Pension if you become **Totally and Permanently Disabled** (see definition on pages 17) before you are eligible to receive a Normal or Early Retirement Pension. In addition, to be eligible for a Disability Pension:

- You must have at least ten (10) years of Vesting Service, including at least three (3) years of Vesting Service earned on or after May 1, 1965; and

- You must have worked at least 500 hours in Covered Employment during the 24 month period prior to the date of disability.

Amount of Disability Pension

The Disability Pension is the amount of the Normal Retirement Pension based on your accrued benefit as of the Disability retirement date. The Pension amount will be offset by the amounts payable under the weekly benefits of the East Central Illinois Pipe Trades Health and Welfare Fund. Your Disability Pension payments begin the first month after the month in which your disability begins. It is important for you to file your application for a Disability Pension as soon as you are disabled because Disability Pensions will not be paid for more than 24 months before the date you file your application.

Disability Pensions are paid on your life only (with no survivor benefits) until you reach age 62. If you die before age 62, your beneficiary may be eligible to receive a death benefit (see Survivor Benefits on page 23). When you reach age 62, your Disability Pension will be converted to a Normal Retirement Pension, and you may then elect any optional form of Pension payment available under the Plan (see page 19).

If you lose your right to a Social Security Disability benefit, due to recovering from the disability, reaching the earnings cap or failing to submit proof of continued disability, before reaching age 62, you must report that fact in writing to the Trustees within 21 days. If you fail to inform the Trustees, and your Disability Pension is subsequently converted at age 62, your Pension benefits will be withheld until they equal the amount of Disability Pension benefits that were paid to you after you received notice that your Social Security Disability benefit was being terminated.

Your Disability Pension ends on the date the first of any of the following occurs:

- you die,
- your disability ends,
- you refuse to submit to medical re-examination by a licensed medical physician as requested by the Trustees, or
- you become eligible to retire and begin receiving a Normal Retirement Pension.

Disability Income Cap

A Disability Pensioner shall report any and all earnings from any employment or gainful pursuit to the Trustees by submitting a copy of the front page of his Form 1040 filed with the Internal Revenue Service no later than May 15 following the year of such reported earnings. If a Disability Pensioner had earnings from employment or other gainful pursuit which exceed the amount determined by multiplying the current Journeyman's wage rate by the average number of hours worked by all active participants as shown in the most recently completed actuarial report, the sum in excess of the equal amount will be deducted from the amount paid during the subsequent plan year, it being understood that the deducted amount shall be equally spread over 12 monthly payments, if possible. If a Disability Pensioner fails to make the timely submission of the front page of the IRS Form 1040 as required in this Section 3.12, the Trustees may determine that there were extenuating circumstances which prevented the Participant from complying with the filing requirements. Any pension payments due and payable to a Participant as a normal retirement benefit shall be offset by any disability benefit paid to the Participant during any period of disqualification as defined herein.

Disability Defined

The Trustees will consider you **Totally and Permanently Disabled** if medical evidence shows that you have been totally disabled by a physical or mental condition that prevents you from performing your duties in covered employment or other position a Contributing Employer makes available to you and for which you are qualified by reason of your training and education. The disability must be permanent and continuous for the remainder of your life.

Before approving a Disability Pension, the Trustees will require that you submit medical evidence of your disability. Continued proof of disability may be required at any time, but not more than twice annually. A Social Security Disability Award is sufficient proof of Total and Permanent Disability but is not a requirement. If the Trustees determine that you are no longer disabled, the Disability Pension will be discontinued.

FORMS OF PENSION PAYMENT

Your Pension benefit can be paid in one of several ways. However, there are standard forms of payment if you are legally married to a qualified **Spouse** or if you are single. A qualified Spouse is the person to whom you are married at the date of your death, provided you were married throughout the year ending on the **Annuity Starting Date**. The Annuity Starting Date is the first day of the month after you apply for benefits, or 30 days after the Plan informs you of your payment options.

Normal Forms of Pension Payment

The **Normal Form** of benefit is the benefit that the Plan will calculate and pay out unless you choose an **Optional Form of Payment**. If you are married, the **Normal Form** of payment is the **Qualified Joint and Survivor Annuity**. If you are single, the **Normal Form** of benefit is the 60 Month Guarantee (see page 18).

- <u>Qualified Joint and Survivor Annuity</u>
  If you are married to a qualified Spouse when you retire, Federal law requires that your Pension be paid in the form of a **Qualified Joint and Survivor Annuity**. This form of payment provides you with an adjusted monthly Pension benefit for your lifetime. After your death, 50% of the monthly benefit you were receiving will be paid to your surviving Spouse for the rest of his or her lifetime.

  Once payments begin, you may not revoke the Qualified Joint and Survivor Annuity. If you retire with a Qualified Joint and Survivor Annuity and subsequently divorce, your former Spouse will receive the survivor benefit upon your death, unless he or she signs a waiver or a Qualified Domestic Relations Order provides otherwise.

  If your Spouse is not a qualified Spouse on the date your Pension benefits are to begin because you and your Spouse have not been married for at least a year, you may still elect to receive your pension as a Qualified Joint and Survivor Annuity. However, if you die before you and your Spouse have been married for a year, your spouse will receive the difference between the amount that was paid to you and the amount that would have been paid if the monthly amount had been paid as a Single Life Annuity with a 60 Month Guarantee. Your spouse will receive the remainder of the 60 monthly Pension benefit payments. If your Spouse is no longer living, such payments will be paid to your estate.

  Waiver of the Qualified Joint and Survivor Annuity. You may choose an optional form of payment (see pages 19) by filing a waiver with the Trustees. Your Spouse must sign a written, notarized waiver. Spousal consent is not required if you can prove to the Trustees that:

  - you do not have a Spouse; or
  - your Spouse cannot be located; or
  - you and your Spouse are legally separated; or
  - you have been abandoned by your Spouse as confirmed by a court order.

  If your Spouse is legally incompetent, his or her legal guardian must sign the waiver.

The waiver is valid only if the Trustees provide written explanation of the Qualified Joint and Survivor Annuity no earlier than 180 days before the Annuity Starting Date and no later than 30 days before the Annuity Starting Date. You may file a new waiver or revoke a previous waiver any time during the 180-day period prior to the Annuity Starting Date.

The waiver of the Qualified Joint and Survivor Annuity is void if you name someone other than your Spouse as your beneficiary for your optional form of payment, unless your Spouse signs a written, notarized acknowledgement of the non-Spouse beneficiary.

- <u>60 Month Guarantee</u>

  The **60 Month Guarantee** is the normal form of payment if you are not married to a qualified Spouse at the time you retire. If you and your Spouse waive the Qualified Joint and Survivor Annuity form of payment, you may elect to have your Pension paid as a 60 Month Guarantee or as any other optional form of payment.

  Under the 60 Month Guarantee form of payment, you will receive a monthly benefit payable for your lifetime only with no survivor benefits, unless you die before receiving 60 monthly Pension benefit payments. In that event, the remaining payments will paid to your designated beneficiary until a total of 60 payments have been made.

  If you die before you retire and have met all of the requirements for a Normal or Early Retirement Pension (but have not filed an application), your beneficiary will receive the 60 monthly payments you would have received had you retired on the date of your death.

  Under no circumstances will the 60 Month Guarantee be paid to your designated beneficiary if a Qualified Joint and Survivor Annuity or Pre-retirement Surviving Spouse Pension has begun.

Optional Forms of Payment

- <u>Ten Year Certain Form</u>

  If you retire with any Pension (except a Disability Pension), or if you file a waiver of the Qualified Joint and Survivor Annuity, you can elect the **Ten Year Certain Form.** This optional form of payment guarantees that if you die before receiving 120 monthly Pension payments, your beneficiary will receive the balance of your monthly Pension payments until a total of 120 payments have been made.

- <u>Level Income Option</u>

  You may elect the **Level Income Option** if you retire before age 65. If you want to retire with the Level Income Option, you must obtain an estimate of the amount of the retirement benefit you will receive at age 62, age 65, age 66, or age 67 from Social Security. You must provide that estimate to the Trustees so that the amount of your Pension from the Plan can be calculated.

  Under the Level Income Option, your pension will be calculated to provide considerably higher monthly payments before your Social Security benefits were estimated to begin (at either age 62, 65, 66 or 67) and lower monthly payments after that date. This method of calculating your Pension is intended to provide an income at approximately the same level from your retirement date until your scheduled Social Security benefit commencement date and thereafter.

Once you begin receiving Level Income Option benefit payments, there can be no changes in the amount of monthly benefits paid by the Plan. This is true even if the amount paid by Social Security is different than the estimate provided to you.

This form of payment may not be revoked once payments have begun. To qualify for this option, your benefit from the Plan after age 62, 65, 66, or 67 must be at least $25 a month.

Benefits under this option are payable for your lifetime only. No benefits are available for your survivors. However, if you die while receiving payments under the Level Income Option and were also covered by the Qualified Joint and Survivor Annuity or an Optional Form of Survivor Annuity, your surviving Spouse will receive a pension for the remainder of his or her life equal to the amount specified in the option you selected before the adjustment for the Level Income Option was made.

- <u>Optional Form of Survivor Annuity</u>
  You may choose this option if you are eligible for any Pension (except the Disability Pension). The Optional Form of Survivor Annuity provides you with a reduced monthly benefit for your lifetime, with a percentage of that amount payable to your surviving Spouse for his or her lifetime upon your death. When you choose this option, you must elect a percentage (25%, 33 1/3%, 50%, 66 2/3%, 75%, or 100%) of your benefit that will be paid to your surviving Spouse when you die. Your Pension benefit is reduced according to the percentage of survivor benefit you elect.

  Once payments begin, you may not revoke the Optional Form of Survivor Annuity. If you retire with an Optional Form of Survivor Annuity and subsequently divorce, your former Spouse will receive the survivor benefit upon your death, unless he or she signs a waiver of such benefit, or a Qualified Domestic Relations Order provides otherwise.

- <u>Straight Life Form of Payment</u>
  If you are not married, or if your are married and waive the Qualified Joint and Survivor Annuity, you may waive the 60 Month Guarantee benefit and receive the Straight Life Form. The Straight Life Form of payment provides an increased monthly benefit over the other options. This option is payable for your life only. *There are no survivor benefits.*

Qualified Domestic Relations Order (QDRO)

A Qualified Domestic Relations Order (QDRO) is a court order that requires the Plan to pay all or a portion of your pension benefits to your spouse, former spouse or dependent(s). If you die before you retire, a QDRO may require the Plan to pay your former spouse the Pre-Retirement Surviving Spouse Annuity.

A QDRO may also affect the amount of your pension benefit because your benefits may be used to pay child or spousal support or to divide up marital property. If you have questions about QDROs or need a copy of the Plan's QDRO procedures, which will be provided free of charge, please contact the Fund Office.

Pop-Up Provision

If you are retired and receiving your monthly Pension benefit in the form of a Qualified Joint and Survivor Annuity, or Optional Form of Survivor Annuity and your Spouse dies before you, the amount of your monthly benefit will be increased to the **amount** of the Normal Form of payment (60 Month Guarantee) **payable for your life only**. The 60-month guarantee **does not apply**.

Mandatory Payment of Benefits

The Plan will begin benefit payments to all participants by the **Required Beginning Date**, whether or not application is made. The Required Beginning Date is the April 1 of the calendar year immediately following the calendar year in which you reach age 70½.

If you earn additional Credited Service after you have reached the Required Beginning Date, your pension will be recalculated each May 1 for the additional Credited Service earned during the Plan Year.

If you reach the Required Beginning Date and fail to complete an application for benefits, your benefits will be paid as follows:

- Benefits less than $5,000 in total value will be paid as a lump sum.
- As a Qualified Joint and Survivor Annuity, under the assumption that you have been married for at least one year by the date payments start and that the husband is three years older than the wife.

Benefits paid under these provisions are irrevocable once they begin unless you can prove you did not have a qualified Spouse on the Required Beginning Date. Federal, state, and local income tax and any other applicable taxes will be withheld from benefit payments as required by law.

Taxation of Benefits

When you receive benefits from the Pension Plan, those benefits are considered taxable income. You may request that the Fund Office automatically withhold taxes on your benefit before they are paid to you.

Under certain conditions, you may be eligible for a one-time payment of your pension benefits. If the total value of your benefit is $5,000 or less, you will receive a lump sum distribution of your entire pension from the Plan.

If you receive a small benefit distribution, which is eligible for rollover, you may rollover all or part of it to an individual retirement account (IRA) or another qualified plan. If you do not choose to roll over the small benefit payment, Federal law requires the Plan to withhold 20% of the total amount as Federal income tax withholding.

Benefit Limitations

Federal regulations state that there are certain limitations on benefits payable from a defined benefit plan and/or contributions and additions to a defined contribution plan.

Actuarial Equivalent adjustments may be made to the annual benefits stated upon retirement. If a Participant's benefits are affected by these federal regulations, the Participant shall be notified.

The above limitations are intended to comply with the provisions of Section 415 of the Internal Revenue Code (IRC), as amended, so that the maximum benefits provided by plans of the Employers shall be equal to or less than the maximum amounts allowed under Section 415 of the IRC and regulations thereunder. If there is any discrepancy between the provisions of the Plan and the provisions of Section 415 of the IRC and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the IRC.

Incompetent Pensioner or Beneficiary

If the Trustees determine that you are unable to take care for your affairs or your beneficiary is so unable because of mental or physical incapacity, the Trustees may apply any payment due to your or your beneficiary’s maintenance and support or make such payment to the person that the Trustees find to be an object of your natural bounty or your beneficiary’s natural bounty. However, if a legally appointed guardian, committee, or other legal representative makes a claim for payment, the Trustees will make payments to that guardian, committee or legal representative on behalf of you or your beneficiary.

SURVIVOR BENEFITS

The Plan provides benefits to your surviving Spouse or beneficiary in the event of your death before you retire.

Pre-Retirement Surviving Spouse Pension

A Pre-Retirement Surviving Spouse Pension will be paid to your qualified Spouse if you die before your Pension payments have begun. To qualify, you must have completed at least 5 years of Vesting Service.

If you are actively engaged in Covered Employment and eligible for a Pension when you die (except a Disability Pension) your surviving Spouse will receive the Pre-Retirement Surviving Spouse Pension. The benefit will be determined as if you had lived to the date your Spouse elects to begin receiving payment and retired at that age with a Qualified Joint and Survivor Annuity.

The Pre-retirement Surviving Spouse Pension will be calculated as above, using the applicable vested percentage found under Deferred Pension on page 13.

If the total value of the benefit is less than $5,000, it will be paid in a lump sum.

Pre-Retirement Death Benefit

A Death Benefit will be paid to your beneficiary if you are eligible for any type of Pension (including a Disability Pension) and die before you retire and you are not married to a qualified Spouse. To qualify, you must have been credited with 870 or more Hours of Service after May 1, 1965, and have at least five years of Vesting Service.

The Pre-Retirement Death Benefit is equal to the sum of the following, but not more than $15,000:

- $1,500 for each Plan Year on and after May 1, 1965 in which you completed 1,600 or more Hours of Service; and

- $750 for each Plan Year on and after May 1, 1965 in which you completed at least 800 or more Hours of Service (but less than 1,600).

Beneficiary Designation

You must designate a beneficiary by filling out the Beneficiary Designation form and returning it to the Fund Office. If you do not designate a beneficiary or if your beneficiary does not survive you, benefits will be paid to the first of the following classes that apply:

- widow or widower;
- children, in equal shares;
- executors or administrators.

You may change your beneficiary at any time by filing a new Beneficiary Designation form. If you are married, and your beneficiary is not your Spouse, your Spouse must sign a written, notarized acknowledgement of the non-Spouse beneficiary, and give it to the Fund Office.

Mandatory Payment of Death Benefits

Spouse Is Beneficiary. A surviving Spouse may defer payment of this benefit until the first day of the month following the date you would have reached age 65. By law, payment of the Pre-Retirement Surviving Spouse Pension must begin no later than December 31 of the calendar year in which you would have reached age 70½, or if later, December 31 of the calendar year following the year of your death.

Beneficiary Other Than Spouse. If your Death Benefit is payable to a beneficiary other than your Spouse, payment must be completed by the December 31 of the fifth calendar year following your death. Payment must begin no later than the end of the year following your death and paid out over a period no greater than the beneficiary's life expectancy.

PENSION APPLICATION PROCEDURES

How To Apply for Benefits

You must file a written application with the Trustees before you retire. It is recommended that you file your application at least 60 days in advance of the date you want your Pension payments to start. Application forms are available at the Fund Office. If you qualify for more than one type of Pension under the Plan, you can collect only one. You must indicate your choice in writing before your pension payments begin.

Your surviving Spouse should contact the Fund Office, as soon as possible after your death, to apply for benefits.

Procedures When Your Benefits are Denied (Other than Disability Pension Benefits)

If your application for benefits has been denied, you will be informed in writing. You will also be told:

- the specific reasons for the denial;
- the exact Plan provision on which the denial was based;
- what additional material or information is relevant to your case; and
- what procedure you should follow to get your application reviewed again.

If you want to appeal the decision, you must file a written request within 60 days after you receive your notice of denial. You may include additional information relevant to your application with your appeal request.

After receiving the appeal request, the Board of Trustees will review your application.

A decision will be made within sixty (60) days after receipt of the written request for an appeal unless circumstances required an extension of time for processing, in which case the decision shall be given as soon as possible, but no later than one hundred twenty (120) days after receipt of a request for review. The final decision must be made in writing, clearly stating the reasons for the decision and the provisions of the Plan upon which the decision was based.

Procedures When Your Disability Pension Benefits are Denied

Initial Claim and Decision. You must file your application for a Disability Pension in writing. You may contact the Fund Office for a Disability Pension application form. The Trustees are required to advise you of their initial decision within 45 days from the time that the Trustees receive your written application, unless an extension applies.

Extension of Time. The Trustees may extend the 45-day deadline for making their initial decision. There may be two separate extension periods of 30 days each in the case of circumstances beyond the control of the Plan. Such circumstances may include a delay in obtaining medical information from a physician or other provider. The Plan will notify you in writing before the end of the 45-day period if the first extension is used and before the 75-day period (the initial 45 days plus the first 30-day extension period) if the second extension is used.

Request by the Trustees for Additional Information. If the Trustees need additional information to process your Disability Pension application, they will request it from you within the initial 45-day period. You then have 45 days to obtain the additional information. If you do not provide the requested information, your claim for a Disability Pension will be denied within 30 days of your deadline for submitting the additional information.

Delegation. The Trustees may delegate their responsibilities to decide your claim for a Disability Pension to any committee or individual, including a Claims Review Committee.

Notice of Claim Denial or Adverse Benefit Determination. If the Trustees deny your claim or any part of your claim for a Disability Pension, you will receive a notice entitled "Denial of Claim for Disability Pension." The notice will include the following:

(1) Specific reason or reasons for the denial or adverse determination.

(2) Reference to the specific Plan provisions on which the determination is based.

(3) 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) Description of Plan's review procedures and applicable time limits.

(5) Statement of your right to bring a civil action under ERISA Section 502(a).

(6) If the denial is based on an internal rule, guideline, protocol or other similar criteria, a statement that you may obtain a free copy of such rule, guideline, protocol or other similar criteria upon request.

(7) If the denial is based on medical necessity or experimental treatment or similar exclusion or limit, a statement that you may obtain a free copy of an explanation of the scientific or clinical judgment for the determination upon request.

Appealing the Denial of Your Disability Pension Claim. You may file a written appeal of the denial of your claim for a Disability Pension with the Trustees within 180 days after you receive notice of the denial of your claim. You may authorize a representative to act on your behalf by providing the Trustees with your written authorization. You may contact the Fund Office for the authorization form. Your appeal will be reviewed and decided by a named fiduciary of the Plan. The named fiduciary will not be the same individual(s) or committee that made the initial decision on your application or a subordinate of that individual(s) or committee.

Delegation of Appeal Function. The Trustees may delegate their responsibilities to decide your appeal to any committee or individual(s), including a Claims Review Committee. The individual(s) or committee so delegated will not be the same person or persons who initially decided your claim or anyone subordinate to that person or persons.

Your Rights on Appeal. If you file a timely written appeal, you are entitled to the following rights and procedures:

(1) The right to submit additional materials, including any comments, statements or documents.

(2) The right to review all relevant information (free of charge) upon reasonable request to the Trustees. A document, record or other information is relevant if:

(a) it was relied upon by the Plan in making the decision;
(b) it was submitted, considered or generated in the course of making the benefit determination (regardless of whether it was relied upon); or
(c) it demonstrates compliance with the claims processing requirements that the determination be consistent when applied to similarly situated claimants.

(3) The right to be advised of the identity of any medical experts.

(4) The right to have legal counsel or a personal representative.

(5) The right to attend or have legal counsel or a representative attend the meeting of the Trustees or other reviewer, upon reasonable notice to the Trustees or other reviewer, at the time the appeal is reviewed.

You Will Receive a Full and Fair Review on Appeal. The Board of Trustees or other person or committee reviewing your appeal will consider all comments, documents, records and other information that you submit without regard to whether the information was submitted or considered in the initial claim decision. The person or committee deciding your appeal cannot defer to the initial benefit determination. They must make a new determination based on their consideration of the materials submitted to them.

If the determination is based on medical necessity or appropriateness, the Trustees must consult a medical professional who is not the same individual consulted on the initial claim review or a subordinate of that individual.

In deciding an appeal of any benefit determination that is based in whole or in part on a medical judgment, the Trustees must consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

In the event the applicant or his representative fails to appear on the hearing date, the Trustees shall proceed to review the decision based on all documents, information and material forwarded and received. The Trustees shall have the right to legal counsel, the services of auditors and other professionals retained by the Board of Trustees to assist in the making of a decision on review or reconsideration.

Time Limits on Appeal. The Trustees will make their decision on your appeal within 45 days after receiving your written appeal. However, if special circumstances require a delay in the decision, the Trustees will notify you of the reasons for the delay within the 45-day period. The Trustees will issue a delayed decision no later than 90 days after the date they receive your request for review.

Alternatively, the Trustees may also make their decision at their next quarterly meeting. If they receive your appeal request within 30 days of their quarterly meeting, then they may make their decision at the subsequent quarterly meeting or if there are special circumstances, by the third meeting following their receipt of your appeal.

You will receive a written statement of the decision within five days of the date that the decision is made.

Content of Decision on Appeal. The Trustees' written decision on your appeal will:

(1) Contain the reason or reasons for the adverse decision.

(2) Refer to specific Plan provisions on which the decision is based.

(3) Notify you of your right to access and copy (free of charge) all documents, records and other information relevant to the claim.

(4) Notify you of the right to bring a civil action under ERISA.

(5) Notify you of any additional voluntary appeal procedures offered by the Plan, if any.

(6) If an adverse determination is based upon an internal rule, guideline, protocol or other similar criteria, contain a statement that claimant may obtain a free copy of such rule guideline, protocol, or other similar criteria upon request.

(7) If an adverse determination is based upon a medical necessity or experimental treatment or similar exclusion or limit, contain a statement that claimant may obtain a free copy of such rule, guideline, protocol or other similar criteria upon request.

Binding Nature of Decision. The determination of your appeal under these procedures is binding upon all parties to the decision.

Forwarding Address

Whether you are a current Plan participant, a vested terminated employee, a retiree or a beneficiary who is entitled to receive benefits or is receiving benefits, you should keep the Fund Office informed of your current address to assure proper payment of benefits and receipt of information about your benefits.

Non Assignment of Benefits

You cannot assign, transfer or sell your Pension Plan benefits for any reason, except as provided by law.

However, the Pension Plan will pay benefits in the manner required by a **Qualified Domestic Relations Order** (QDRO), as that term is defined in ERISA and the Internal Revenue Code.

Trustees' Reliance

The Trustees are entitled to rely on the information submitted by you, your Spouse, and other concerned parties when determining eligibility for a Pension benefit. If anyone knowingly provides fraudulent or inaccurate information and, as a result, receives a benefit from the Plan, the Trustees have a right to recover any improper payments.

SUSPENSION OF BENEFIT RULES

As long as you work outside of the Plumbers and Steamfitters Industry in a job not defined as **Disqualifying Employment**, there are no restrictions, at any age, on the types of work you can do and still receive a Pension. However, if you return to work in Disqualifying Employment, your benefit payments may be suspended. Suspension of benefits means that you are not entitled to benefits for the month(s) for which you work in Disqualifying Employment. The rules determining whether a suspension has occurred varies depending on your age and the type of work you do.

Before Normal Retirement Age

Your monthly benefit will be suspended for any month in which you work in Disqualifying Employment before you reach Normal Retirement Age.

Disqualifying Employment is employment or self-employment in which you earn benefits under the Plan when benefits have already started or would have started if you had not remained or returned to work. Disqualifying Employment includes work in:

- the construction industry or any other industry in which employees are employed as Plumbers and Steamfitters;
- a multiemployer collectively bargained employee benefit fund industry in which employees work as office employees or professionals;
- a local labor organization in which employees work as office employees or representatives;
- the same “trade or craft” in which you were employed at any time while covered by the Plan or supervisory activities relating to such trade or craft; and
- any of this type of work in the geographic area covered by the Plan (any State in the United States or a Province in Canada) in which employer contributions are made or required to be made.

Monthly benefits will be suspended for six consecutive months after any period of one or more consecutive months that you work in Disqualifying Employment. Your monthly benefit will be suspended for an additional six months if you fail to notify the Trustees that you are working in Disqualifying Employment.

After Normal Retirement Age

If you have reached Normal Retirement Age, your monthly benefits will be suspended for any month in which you work or are paid for 40 or more hours in Disqualifying Employment as defined above.

Notification

When your Pension benefits first begin, you will receive a description of the benefit suspension rules. Also, once a year, the Trustees will inform you of the Plan requirements to notify them concerning your re-employment. The Trustees will provide notice to you if your benefits are suspended by personal delivery or first class mail during the first month in which benefits are denied.

You must inform the Plan in writing within 30 days of starting work of a type that is or that may be Disqualifying Employment. If you fail to give proper notice to the Plan, the Trustees will assume you worked 40 hours in that month and any subsequent months before you give notice that you stopped working in Disqualifying Employment.

You may overcome the presumption by establishing that your work was not in Disqualifying Employment. If your payments are suspended, you may request a review of the determination suspending you benefits, in writing, within 60 days of the notice of suspension.

You must inform the Trustees when Disqualifying Employment has ended. The Trustees have the right to withhold benefit payments until such notice is given.

If you are unsure whether a job is considered Disqualifying Employment, you may ask the Trustees for a determination.

Resumption of Benefit Payments

Payments shall resume for the month following the last month for which benefits were suspended. If your payments resume after your Normal Retirement Age, payments will begin no later than the third month after the calendar month for which your benefits were suspended, provided that you have given notice of you cessation of employment.

If payments were made to you for any month in which you were working in Disqualifying Employment, upon resumption of your benefit payments, the overpayment will be deducted from your payment. The deduction will not exceed 25% of your monthly pension amount if you have attained Normal Retirement Age, except that the total amount of your first payment may be withheld by the Plan.

Recalculation of Benefits after Return to Retirement

Except if you are receiving a Disability Pension, if you return to Covered Employment and earn an additional accrual, your pension will be recalculated as of the following May 1. If you resume receiving pension payments during a Plan Year, the monthly payment will be the amount calculated as of the prior May 1, adjusted as of the following May 1 as described below.

Each May 1, the benefit calculation will be based on your then attained age reduced by four-tenths of one percent (0.4%) for each month that you previously received benefits. If during your return to Disqualifying Employment you earn one or more additional years of Credited Service, your pension amount will be increased by the amount additionally accrued during your reemployment. The new monthly benefit will never be less than the prior monthly amount. If you earn five or more years of Future Service during your return to work, you will be entitled to a complete recalculation of your benefit amount as though you had not previously received any benefits during your prior retirement.

A Qualified Joint and Survivor Annuity in effect immediately before your suspension of benefits and any other benefit following your death will remain effective if your death occurs while your benefits are in suspension. If you return to Covered Employment and earn additional accruals, you will be entitled to a new election as to form of benefit payment for such additional accrual, except that if you earn five or more years of Future Service, you will be entitled to a new election on all accruals. However, the first election you make after you reach Normal Retirement Age will apply for any subsequent accrual earned.

INDEX OF DEFINED TERMS

Page

IMPORTANT PLAN INFORMATION

1. Official Name of the Plan

U.A. Locals 63 & 353 Restated Pension Plan

2. Effective Date:

The Pension Plan became effective on May 1, 1965.

3. Plan Year:

The records of the Plan are kept separately for each Plan Year, starting May 1 and ending on April 30.

4. Board of Trustees

A Board of Trustees is responsible for the operation of the Pension Plan. The Board of Trustees consists of an equal number of Employer and Union representatives. As of January 1, 2014, the Trustees of the Plan are:

Union Trustees	**Employer Trustees**
Mr. William Bridges PO Box 242 Dunlap, IL 61525	Mr. Scott Larkin, Mid-Illini Mechanical Contractors Association 5200 N. Knoxville Ave., 303N Peoria, Illinois 61614
Mr. Michael Doolan Plumbers Local Union 63 116 Harvey Court East Peoria, IL 61611	Mr. Scott Cicciarelli PIPCO Companies 1409 W. Altorfer Road Peoria, Illinois 61615
Mr. Patrick O'Brien Steamfitters Local 353 2900 Meadows Ave East Peoria, Illinois 61611	Mr. Steve Foster Ruyle Corporation 1325 N. E. Bond Street Peoria, Illinois 61603
Mr. Robert Lawless Steamfitters Local 353 6304 W Development Drive Peoria, Illinois 61604	Mr. Thomas Weed Entec Services 4300 Entec Drive Bartonville, IL 61607

If you wish to contact the Board of Trustees, you may use the address listed below:

Trustees of U.A. Locals 63 & 353 Pension Plan
PO Box 50440
Indianapolis, IN 46250-0440

5. Plan Sponsor and Administrator

The Board of Trustees is both the Plan Sponsor and Administrator.

6. Fund Administrator

The Fund Administrator is appointed by the Board of Trustees to oversee the day-to-day operation of the Pension Plan. The name, address, and telephone number for the Fund Administrator is:

HealthSCOPE Benefits
PO Box 50440
Indianapolis, IN 46250-0440
(317) 554-9000 or Toll Free: (800) 398-1084

7. Identification Numbers

For identification purposes, the Internal Revenue Service has assigned an Employer Identification Number (EIN) to the Plan: 37-6118084. The Number assigned to the Plan by the Board of Trustees in accordance with instructions from the Internal Revenue Service is 001.

8. Type of Plan

This is a defined benefit plan maintained for the purpose of providing benefits to eligible participants.

9. Source of Contributions

The benefits described in this booklet are provided through employer contributions. The amount of employer contributions and the employees on whose behalf contributions are made are determined by the provisions of the collective bargaining agreement. If you make a written request, the Fund Office will provide you with information as to whether a particular Employer is contributing to the Plan on behalf of employees working under the Collective Bargaining Agreement and the address of any such Employer. You are not required or permitted to contribute to the Plan.

10. Agent for Service of Legal Process

The Plan's agent for service for legal process is Mr. James Neuman. If legal disputes involving the Plan arise, any legal documents should be served upon Mr. James Neuman, at the following address, or upon any individual Trustee at the address of the Fund Office:

Mr. James Neuman
Baum, Sigman, Auerbach & Neuman, Ltd.
200 West Adams Street, Ste 2200
Chicago, IL 60606
Phone: (312) 236-4316

11. Interpreting the Plan

Only the Board of Trustees has the authority and discretion to interpret the Plan and to determine your eligibility for benefits and your right to participate in the Pension Plan. The Trustees have the authority, in their sole discretion, to exercise all the other powers specified in the Plan. No employer, union, or other representative is authorized to interpret the Plan or speak for or commit the Board of Trustees on any matter relating to the Pension Plan.

Any information you request about the Plan will be provided in writing and signed by the Trustees or the Administrator for the Pension Plan. Decisions of the Trustees (or of those acting for the Trustees) are final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees or those acting for the Trustees is challenged in court, it is the intention of the parties to the Trust that such decision is to be accorded judicial deference and be upheld unless it is determined to be arbitrary or capricious.

12. Government Insurance Program (PBGC):

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

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

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

The PBGC guarantee generally covers:

- Normal and early retirement benefits;
- Disability benefits if you become disabled before the Plan becomes insolvent; and
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;
- Benefits based on Plan provisions that have been in place for fewer 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 Fund Administrator or contact:

The PBGC's Technical Assistance Division
1200 K Street N.W., Suite 930
Washington, D.C. 20005-4026

You may also call the PBGC at 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.

YOUR RIGHTS UNDER ERISA
(Employee Retirement Income Security Act)

As a participant in U.A. Locals 63 & 353 Pension 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 the following rights.

Receive Information About Your Plan And Benefits

You have the right to:

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

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan. These include insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

- Receive a copy of the Plan's annual funding notice. The Plan Administrator is required by law to furnish each participant with a copy of this annual funding notice.

- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (generally age 62) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 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 file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in 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.

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 (EBSA), 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. For single copies of publications, contact the Employee Benefits Security Administration Brochure Request Line at 800-998-7542 or contact the PWBA field office nearest you.

You may also find answers to your Plan questions at the website of the PWBA at http://www.dol.gov/dol/ebsa/.