

**UPPER PENINSULA PLUMBERS' AND PIPEFITTERS'  
PENSION FUND**

**SUMMARY PLAN DESCRIPTION**

As of April 1, 2007

**UPPER PENINSULA PLUMBERS' AND PIPEFITTERS'  
PENSION FUND**

**SUMMARY PLAN DESCRIPTION**

**IMPORTANT NOTICE**

The questions and answers which follow are intended to describe the principal provisions of the Plan as the Plan was in effect as of April 1, 2007, and as it is still in effect on the date this Summary Plan Description was printed. The provisions as explained herein apply to Active Participants on April 1, 2007, and to other employees who become Active Participants after that date.

If you were not an Active Participant in the Plan on April 1, 2007, and do not become one thereafter, your rights, if any, will be determined by the applicable provisions of the Plan as they were in effect at the time you became an Inactive Participant there under. If you have any questions about your status as a Participant under the Plan, you should contact the Pension Department at the Fund Office.

**ONE WORD OF CAUTION**

***NO ONE HAS THE AUTHORITY TO SPEAK FOR THE TRUSTEES OF THE FUND IN EXPLAINING THE ELIGIBILITY RULES OR BENEFITS PROVIDED BY THE FUND, EXCEPT THE FULL BOARD OF TRUSTEES OR THE FUND'S ADMINISTRATIVE MANAGER TO WHOM SUCH AUTHORITY HAS BEEN DELEGATED.***

**UPPER PENINSULA PLUMBERS' AND PIPEFITTERS'  
PENSION FUND**

**THE BOARD OF TRUSTEES**

**Employer Trustees:**

Jerome Hedstrom. *Chairman*  
N460 East Fairland Circle  
Menominee, MI 49858

Brad Peterson  
Gogebic Mechanical, Inc.  
119 S. Suffolk Street  
PO Box 160  
Ironwood, MI 49938

**Union Trustees:**

Greg Sides, *Secretary*  
U. A. Local 506  
2601 N. 30<sup>th</sup> Street  
Escanaba, MI 49829

James Monson  
W808 Lesneiski 41.5 Road  
Wilson, MI 49896

**FUND NAME/FUND OFFICE/PLAN MANAGER**

Upper Peninsula Plumbers' and Pipefitters' Pension Fund  
6525 Centurion Drive  
Lansing, Michigan 48917-9275  
(800) 342-1730 (517) 321-7502 FAX (517) 321-7508  
[www.upplumbpipebenefits.org](http://www.upplumbpipebenefits.org)

**OFFICE HOURS**

Monday through Friday  
7:30 a.m. to 5:30 p.m. Eastern Standard Time

**AGENT DESIGNATED FOR SERVICE OF LEGAL PROCESS**

Peter Strom  
Strom & Strom  
Attorneys at Law PLC  
417 Ludington Street  
PO Box 714  
Escanaba, MI 49829

Additionally, legal process may be served upon the Board of Trustees or any individual Trustee.

**FUND ACTUARY**

Kathy Garrity  
United Actuarial Services  
11590 N. Meridian Street, Suite #610  
Carmel, IN 46032-4529

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

**UPPER PENINSULA PLUMBERS' AND PIPEFITTERS'  
PENSION FUND**

**SUMMARY PLAN DESCRIPTION**

**TABLE OF CONTENTS**

IMPORTANT NOTICE..... S-1

FUND CONTACTS..... S-2

TABLE OF CONTENTS..... S-3

INTRODUCTION..... S-6

GENERAL INFORMATION..... S-7

ERISA RIGHTS ..... S-8

PARTICIPATION, CREDITING, VESTING AND SEPARATION ..... S-10

    How do I become a Participant? ..... S-10

    When do I become a Participant? ..... S-10

    What is an Hour of Work? ..... S-10

    What is a Plan Year? ..... S-10

    What is a Year of Service? ..... S-11

    May Years of Service once earned be lost? ..... S-11

    What is a paternity or maternity leave? ..... S-12

    If I am injured on the job, what happens to my pension benefits? ..... S-12

    What do I need to do if I am injured on the job? ..... S-12

    Am I entitled to Years of Service for the time I spend in the military or other uniformed services? ..... S-12

    What does it mean to be vested?..... S-13

    How do I become vested? ..... S-13

    When would I become an Inactive Participant?..... S-14

    What does it mean to be an Inactive Participant? ..... S-14

    Does becoming an Inactive Participant do anything to my vested rights?..... S-14

    What happens if I separate and then return to work in the bargaining unit for a contributing employer? ..... S-14

    What benefits does the Plan provide? ..... S-15

    Once I am vested, am I vested in all of these benefits? ..... S-15

NORMAL RETIREMENT BENEFITS ..... S-15

    When am I eligible for a Normal Retirement Benefit?..... S-15

    When will I be eligible for "Index 85" Benefits? ..... S-15

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

**UPPER PENINSULA PLUMBERS' AND PIPEFITTERS'  
PENSION FUND**

**TABLE OF CONTENTS – CONTINUED**

How much will my Normal Retirement Benefit be?.....	S-16
May I select a form of benefit other than the normal form?.....	S-16
If my choice requires consent of my spouse, what must we do? .....	S-17
What is a Straight Life Benefit? .....	S-17
How is the Straight Life Benefit Calculated?.....	S-17
What is a 50% Qualified Joint and Survivor Benefit? .....	S-18
How is the 50% Qualified Joint and Survivor Benefit calculated? .....	S-18
What is a 100% Qualified Joint and Survivor Benefit? .....	S-19
How is the 100% Qualified Joint and Survivor Benefit calculated? .....	S-19
What is a 75% Qualified Joint and Survivor Benefit? .....	S-19
How is the 75% Qualified Joint and Survivor Benefit calculated? .....	S-20
What is a Life Ten-Years Certain Benefit?.....	S-20
How is the Life Ten-Years Certain Benefit calculated? .....	S-20
Can I designate more than one beneficiary?.....	S-21
Are my benefits the same if I retire after 65? .....	S-21
EARLY RETIREMENT BENEFITS.....	S-21
When am I eligible for Early Retirement Benefits? .....	S-21
How much will my Early Retirement Benefit be? .....	S-21
RETURN TO WORK.....	S-22
What happens if I return to work after beginning to receive monthly benefits? .....	S-22
DISABILITY RETIREMENT BENEFITS .....	S-23
Under what conditions would I be eligible for a Disability Retirement Benefit?.....	S-23
What does it mean to be totally and permanently disabled? .....	S-23
How much will my disability benefit be? .....	S-24
SURVIVORS BENEFITS & DEATH BENEFITS .....	S-24
If I die before I retire, are any benefits payable? .....	S-24
Under what circumstances will a death benefit be payable and how much will it be? .....	S-24

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

# UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND

## TABLE OF CONTENTS - CONTINUED

What benefit will my surviving spouse receive? .....	S-24
May I designate anyone I wish as my beneficiary? .....	S-26
Are any benefits payable when I die after retirement? .....	S-26
 MORE ON VESTING.....	 S-26
How is the amount in which I am vested determined? .....	S-26
Can I earn additional Years of Service for which no pension contributions are remitted? .....	S-27
When will I receive the benefit in which I am vested? .....	S-27
 QUALIFIED DOMESTIC RELATIONS ORDERS .....	 S-28
If I divorce or am legally separated, will my former spouse or my dependents be entitled to any of my Pension Benefits? .....	 S-28
 CLAIMS, APPEALS AND OTHER MATTERS .....	 S-28
How is a claim for benefits made? .....	S-28
If my claim is denied, may I appeal? .....	S-29
Can I assign, pledge or sell my right to benefits?.....	S-30
Can I authorize withholding from my monthly benefits?.....	S-30
Can I authorize my pension check to be deposited via electronic transfer to? my financial institution? .....	S-30
Can the Plan be amended or terminated?.....	S-31
How could the Plan be terminated .....	S-31
What happens if the Plan terminates?.....	S-31
Are my benefits insured?.....	S-32
Does this Plan have any reciprocity agreements with any other Pension Plans?.....	S-32

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

# **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

## **INTRODUCTION**

### **To all Participants, Spouses, Alternate Payees, and Beneficiaries Entitled to Benefits from the Upper Peninsula Plumbers' and Pipefitters' Pension Fund Pension Plan:**

We are pleased to provide you with this Summary Description of your Pension Plan. As you read through it, keep in mind that it is an effort to summarize simply the principal provisions of the formal Plan.

It is not intended to cover every detail of the Plan or every situation, which might occur. We have tried to make the summary accurate and complete, but it is not a substitute for the Pension Plan itself. If there is any conflict or difference between this Summary and the provisions of the formal Plan, the Plan and not this summary will control. A copy of the Pension Plan is available from the Fund Office or your Local Union Office.

You should read this summary carefully and keep it for reference. It will help you to understand how the Plan works, what rights and benefits it provides for you and your beneficiaries and how to obtain those benefits.

If, at any time, you have any doubt or question about any provisions of the summary or your rights under the Plan, do not hesitate to contact the Fund Office, preferably in writing, to have your doubt or question answered.

If and when changes to the Plan are made or required by law, you will be informed of these changes by written notification from the Fund Office. Therefore, it is important to notify the Fund Office, in writing, of any change in your address.

Sincerely,

**Board of Trustees,**  
Upper Peninsula Plumbers' and Pipefitters'  
Pension Fund

April 2007

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

### **GENERAL INFORMATION**

The official name of the Pension Plan is the Upper Peninsula Plumbers' and Pipefitters' Pension Fund. The Pension Fund was created as of June 1, 1968, as a result of negotiations between the combined U.A. Locals in the Upper Peninsula of Michigan and the U.P. Mechanical Contractors' Association.

It is sponsored and administered by a board of four Trustees. Two Trustees and two Alternate Trustees are designated by the U. P. Mechanical Contractor Association, Inc., and two Trustees and two Alternate Trustees are designated by Local Union 111 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, which participate in this Fund. The Board of Trustees is the legal Plan Administrator and they have hired TIC International Corporation as Plan Manager to operate the program on a day-to-day basis.

The Fund has been assigned an employer identification number by the Internal Revenue Service. It is 38-6233970. The Plan Number is 001.

The Pension Plan established by the Trustees is considered by the federal government to be a defined benefit pension plan subject to the Employee Retirement Income Security Act of 1974, usually referred to as ERISA, as amended.

The Plan is funded through the Trust Fund, which receives contributions made by employers at rates specified in collective bargaining agreements between the employers and the Union. Employees may not make contributions to the Fund. Any participant may receive, upon written request to the Fund Office, information about whether a particular employer is contributing to the Fund and, if so, the employer's address. You may obtain a copy of the Collective Bargaining Agreement upon written request to the Trustees and it is also available for examination at the Fund Office.

Those involved in the operation of the Plan whom you may contact are the Trustees and a Fund Office representative at the address listed below:

UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND  
6525 Centurion Drive  
Lansing, Michigan 48917-9275  
(800) 342-1730, (517) 321-7502 or FAX (517) 321-7508

If you have questions about your pension program, you should contact the Pension Department at the Fund Office or the Trustees.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

# **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

## **ERISA RIGHTS**

As a Participant in the Upper Peninsula Plumbers' and Pipefitters' 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 shall be entitled to:

### **Receive Information About Your Plan and Benefits**

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

Obtain, upon written request to the Plan Manager, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. You may also, upon written request, obtain information as to whether a particular Employer is a sponsor of the Plan and, if so, the Employer's address. The Plan Manager may make a reasonable charge for the copies.

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

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 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.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

# **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

## **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 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 Manager 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 Manager. 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 Manager. 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 Manager, 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.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

# **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

## **PARTICIPATION, CREDITING, VESTING AND SEPARATION**

### **How do I become a Participant?**

If you are represented by Upper Peninsula Plumbers' and Pipefitters' Local 506 or one of its predecessor Local Unions and the collective bargaining agreement covering you requires that your employer make contributions to this Pension Fund, you may become a Participant.

If you are a proprietor or a partner, contributions **may not** be made to the Pension Fund on your behalf.

### **When do I become a Participant?**

If you were a Participant in the Plan as of June 30, 2006, and did not suffer a Permanent Break In Service as of that date, you will continue as a Participant in the Plan as of July 1, 2006.

If you did not automatically continue as a Participant as explained above, you will become a Participant as of the first day of the calendar month after you have at least 800 Hours of Work within a period of 12 consecutive months or less for one or more employers obligated to contribute to the Fund on your behalf. If your participation is terminated by a Permanent Break in Service, in order to again become a Participant you must again meet this same requirement.

### **What is an Hour of Work?**

Generally speaking, an Hour of Work is any hour for which you are paid or are entitled to be paid for the performance of duties for a contributing employer.

### **What is a Plan Year?**

A Plan Year is a consecutive twelve month period beginning on July 1 and ending on the following June 30. All of the records of the Fund are kept on a Plan Year basis.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

# **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

## **What is a Year of Service?**

Eligibility for retirement and death benefits is determined by the Years of Service earned. For each Plan Year:

- Between the Effective Date of the Plan, which was June 1, 1968, and June 30, 1976, in which at least 300 hours of employer contributions were made to the Fund on your behalf, you earned a Year of Service.
- Beginning on July 1, 1976 and ending June 30, 2003, you will be credited with a Year of Service if you work at least 400 hours for an employer obligated to contribute to the Fund on your behalf.
- Beginning on July 1, 2003 through June 30, 2004, you will be credited with a Year of Service if you work at least 800 hours for an employer obligated to contribute to the Fund in your behalf.
- Beginning on and after July 1, 2004, you will be credited with ½ Year of Service if you work at least 400 but less than 800 hours or you will be credited with a full Year of Service if you work 800 hours or more. You can receive a maximum of 1 Year of Service Credit per Plan Year.

Prior to the Effective Date of the Plan, you may be entitled to be credited with additional Years of Service equal to the number of consecutive years as of the date that you were employed by an employer or employers within the jurisdiction of Local 506 or one of its predecessor Local Unions. However, you must have been employed within the jurisdiction of Local 506 or one of the predecessor Local Unions as of June 1, 1968, which was the Effective Date of the Plan in order to be credited with any Years of Service for work prior to that date.

You can obtain a statement as to your Years of Service from the Pension Department at the Fund Office by submitting a written request for such information to that Office at the address shown in the front of this Summary. Whenever you write to the Fund Office, you should include your name and Social Security number and the name of the Fund (i.e. Upper Peninsula Plumbers' and Pipefitters' Pension Fund).

It is your responsibility to provide proof of your hours worked in any circumstance where your Employer has failed to report the hours that you worked, or underreported the hours that you worked.

## **May Years of Service once earned be lost?**

Yes. If you fail to earn a partial or full Year of Service in 5 consecutive Plan Years and, then, only if you had not become vested or partially vested before those 5 consecutive Plan Years started. If, before you become vested in benefits, you incur 5 consecutive

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

Break in Service Years, you will suffer a Permanent Break in Service, your Years of Service will be canceled, and you will no longer be a Participant. If you are absent due to paternity or maternity leave and have given notice to the Fund Office, the hours you would have worked may be counted toward preventing a Break in Service Plan Year. Under no circumstances, however, may your Years of Service be lost or canceled once you are partially vested.

### **What is a paternity or maternity leave?**

It is a period of time granted by law to help a Participant avoid suffering a Permanent Break in Service under the Plan. It is available under certain conditions when i) a Participant is pregnant, ii) a child of a Participant is born, iii) a child is placed with a Participant in connection with the adoption of such child by the Participant, and iv) for purposes of caring for such a child immediately following such birth or placement. Should you experience any of these situations and are not already vested under the Plan, you should notify the Pension Department at the Fund Office so that the hours you otherwise would have worked may help you avoid suffering a Break in Service Plan Year.

### **If I am injured on the job, what happens to my pension benefits?**

If you are an Active Participant and were injured while working for a contributing employer for which you receive Workers' Compensation Payments, you will also receive credits toward vesting and eligibility at 8 hours per day, 40 hours per week or 800 hours per year. This credit will not increase your accrued benefit amount but will be used to help maintain your active status under the Fund.

### **What do I need to do if I am injured on the Job?**

You must submit documentation to the Pension Department at the Fund Office. You should send a copy of your commencement of Workers' Compensation Payments, a letter from the Insurance Carrier indicating the period of payments and the amount of weekly benefit, and if you receive a Redemption, also submit a copy of your Redemption Order. The Fund Office will then calculate the Credits to which you are entitled and notify you.

### **Am I entitled to Years of Service for the time I spend in the military or other uniformed services?**

If you are a Participant of the Plan when you enter Military Service, you will be given credit for benefits, eligibility and vesting for the period you actually served, if you:

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

1. serve no more than five (5) consecutive years (unless your service is extended at the government's request); and
2. return to work for a contributing Employer within the federal regulation guideline period or, generally speaking, within 12 months of your discharge, or within 24 months of your discharge if you are recovering from an injury or disability you received or that was aggravated as a result of your service in the Armed Forces or other uniformed service.

Please contact the Fund Office as soon as you receive notification that you have been called to active duty in order for you to receive a complete explanation of USERRA rules and your obligations in order to receive credit for military service. If you do not contact the Fund Office before you begin military service, you should contact the Fund Office immediately upon your return, to preserve your rights under USSERRA. *Failure to do so could result in you not receiving credit for the period of your military service.*

If you are a Reservist or National Guardsman and are called to active service and return to work promptly when you active service ends, you will also be given such credit.

The credit you are given will be calculated on the average number of Hours of Work with which you were credited in each month during the 3 Plan Years or the 12 consecutive months immediately before you entered the military or uniformed service, whichever is higher. However, if you first participated in the Plan less than 3 Plan Years before you entered military or uniformed service, then the credit you are given will be calculated on the average number of Hours of Work with which you were credited during the period from the month after your became an employee to the month before you entered military or uniformed service or the 12 consecutive months immediately before you entered the military or uniformed service, whichever is higher.

### **What does it mean to be vested?**

It means that you have earned the right to certain benefits, which can never be taken away from you even if you stop working for contributing employers and/or leave the trade, the bargaining unit, or the area. If you become an Inactive Participant after becoming vested, the Fund will provide you with a statement showing the amount of the benefits in which you are vested.

### **How do I become vested?**

You become partially vested when you have accrued a minimum of three Years of Service before you suffer a Permanent Break in Service. (An answer to a previous question)

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

explains how a Year of Service is earned.) Prior to July 1, 1998, a minimum of 5 Years of Service was required to become partially vested before you suffer a Permanent Break in Service.

You may, under certain conditions, and for the sole purpose of meeting the vesting and eligibility requirements of the Plan, be credited with Years of Service for work you perform which is not covered in the collective bargaining agreement for employers who contribute to the Fund or if you work for the Union (either the International or the Local) or some other specific organizations.

### **When would I become an Inactive Participant?**

If you do not accrue a partial or full Year of Service during two consecutive Plan Years, you are considered to have separated from employment at the trade and are no longer considered to be an Active Participant. You will not be considered separated, however, if your failure to earn a partial or full Year of Service during those two consecutive Plan Years, is because you are disabled and receiving Disability Benefits from this Fund.

### **What does it mean to be an Inactive Participant?**

Generally, it means that the only benefits you are eligible to receive are those benefits, if any, in which you are vested, determined and calculated in accordance with the terms of the Plan in effect at the time you become an Inactive Participant.

### **Does becoming an Inactive Participant do anything to my vested rights?**

No. If you are vested when you separate, you remain vested.

### **What happens if I separate and then return to work in the bargaining unit for a contributing employer?**

As long as you had some degree of vesting when you separated, you will again become an Active Participant in the Plan as soon as you return to work for a contributing employer under a collective bargaining agreement requiring him to contribute to the Fund. However, for purposes of again qualifying for benefits in addition to your vested benefits, you must still accrue a Year of Service in a Plan Year. If you have suffered a Permanent Break in Service before you return to such employment, you must qualify as a new Participant by performing 800 Hours of Work within 12 consecutive months.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

# **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

## **What benefits does the Plan provide?**

There are six kinds of benefits for Participants: Normal Retirement, Early Retirement, Disability Retirement, Deferred Vested, Survivor's and Death Benefits. The eligibility requirements for these benefits are different.

## **Once I am vested, am I vested in all of these benefits?**

No. You are vested, subject to the other eligibility requirements, in Deferred Vested Benefits based upon the Normal or Early Retirement Benefit. You will not be vested in the Survivor's Benefit, the Death Benefit or any form of Disability Benefit.

## **NORMAL RETIREMENT BENEFITS**

### **When am I eligible for a Normal Retirement Benefit?**

You are eligible for a Normal Retirement Benefit if you retire from the plumbing and pipefitting industry while you are an Active Participant, are at least 65 years old, or, if later, after you reach the fifth anniversary of the date upon which you commenced participation. (You are eligible for an Unreduced Early Retirement Benefit in the same amount as the Normal Retirement Benefit, if you are at least 62 years old and have earned at least ten Years of Service. See Page S-21 of this Summary).

Payment of any benefits to which you are entitled will begin no later than April 1st of the calendar year following the calendar year in which you reach age 70 1/2, even if you do not apply for benefits.

### **When will I be eligible for "Index 85" Benefits?**

Beginning July 1, 1998, you will be able to retire if the sum of your Years of Service and your age equal or exceed 85. If you retire under "Index 85", the amount of your retirement benefit will not be reduced because it starts before you are eligible for Normal Retirement Benefits. Only participants who have had at least 400 Hours of Work in either the current Plan Year or the year immediately before they retire, are eligible for retirement under the "Index 85".

The Plan recognizes the following credits toward eligibility for "Index 85" Benefits:

- Hours of Work (See Page S-10)

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

- Workers' Compensation Credits (See Page S-12)
- Contiguous Service Credit granted through November 1, 2002 (See Pages S-16 and S-27)
- Credit for receiving monthly Social Security Disability Benefit during the period of July 1, 1968 through June 30, 2005
- Loss of Time Credit based upon "Loss of Time" Benefits paid by the Health & Welfare Fund through February 3, 2004

As noted above, prior to November 1, 2002, Contiguous Service was used toward eligibility for "Index 85". After November 1, 2002, your Years of Contiguous Service are offset by the Years of Service, based upon employer contributions, accrued on and after November 1, 2002. Please notify the Pension Department at the Fund Office if you believe that you may be entitled to Contiguous Service.

The "Index 85" provision was discontinued for any benefits accrued on or after February 1, 2003. This means that when your Years of Service and your age equal or exceed 85 and you retire, your Benefits accrued prior to February 1, 2003 will commence to you without deduction. Your Benefits accrued on and after February 1, 2003 will commence on a reduced basis when you attain age 55 or you can elect to defer commencement of these Benefits until age 62, which would then be payable without reduction.

### **How much will my Normal Retirement Benefit be?**

There are five optional forms of benefit available. The monthly amount of your benefit depends upon the form under which it is calculated. Once the Fund has made a benefit payment, no change in the form of benefit is allowed. The normal form of benefit for a single Participant is called the Straight Life Benefit. The normal form of benefit for a married Participant is called the 50% Qualified Joint and Survivor Benefit. The other three optional forms are the 100% Qualified Joint and Survivor Benefit, the 75% Qualified Joint and Survivor Benefit, and the Life Ten-Years Certain Benefit.

### **May I select a form of benefit other than the normal form?**

Yes. If you are not married, you may choose to receive your benefit in the Life Ten-Years Certain form instead of the Straight Life form.

If you are legally married at the time of your retirement, you may choose to receive your benefit in the 100% Qualified Joint and Survivor form, or 75% Qualified Joint and Survivor form instead of the 50% Qualified Joint and Survivor form. If you choose to receive your benefit in a form other than one of the Qualified Joint and Survivor forms, your spouse must consent to your election.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

### **If my choice requires consent of my spouse, what must we do?**

You and your spouse must sign forms, which are available at the Fund Office. The forms must be signed within 90 days prior to the start of your benefit payments and the signatures must be witnessed by an authorized representative of the Fund at the Fund Office or a Notary Public.

### **What is a Straight Life Benefit?**

It is the Plan's basic formula amount. The benefit is payable each month for the rest of your life. It provides the highest monthly pension, but does not continue monthly payments to somebody else after your death, which might be possible under the other four options.

### **How is the Straight Life Benefit calculated?**

If you were an Active Participant on July 1, 2004, your monthly Normal Retirement Benefit under the Straight Life Form will be equal to 4.00% of the employer contributions made to the Fund on your behalf for years in which you earned a Year of Service prior to July 1, 1994, plus, 14.0¢ for each Hour of Work performed by you on or after July 1, 1994 but prior to January 31, 2003, plus 2.0¢ for each Hour of work performed by you on or after February 1, 2003, if you earn a partial or full Year of Service for these Plan Years. These contributions will include any which are credited to you by way of reciprocity transfers from other pension funds.

**EXAMPLE:** If as of July 1, 1994, you had \$10,000 in employer contributions made to the Fund on your behalf for work performed prior to July 1, 1994, and you had 8,000 Hours of Work made to the Fund on your behalf between July 1, 1994 and January 31, 2003 and had 6,000 Hours of Work made to the Fund on your behalf between February 1, 2003, and the date you retire, your monthly Straight Life Benefit would be \$1,640. This would be calculated at 4% on \$10,000 plus 14.0¢ on 8,000 Hours of Work plus 2.0¢ on 6,000 Hours of Work.

By the time you received your 45th monthly pension check, you would have received, in the form of monthly Straight Life Benefits, all of the contributions which had been made to the Fund in your behalf over the years and you would still have an average life expectancy of well over an additional 10 years, but this will depend upon your age at the time of commencement of your benefits.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

### **What is a 50% Qualified Joint and Survivor Benefit?**

If you are married at the time you retire and apply for benefits, this is the form of pension you will automatically receive unless you choose one of the other options and, if required, your spouse consents. A reduced benefit, calculated as described below, is payable to you each month for the rest of your life. If your spouse survives you, your spouse will receive 50% of the amount you have been receiving for the rest of your spouse's life.

It is important to understand that the only surviving spouse to whom the survivor portion of the benefit is payable is the person who was your legal spouse at the time you retire. (Be sure, however, to read the discussion of the Qualified Domestic Relations Orders on page S-28.) However, if your spouse were to pass away within 24 months of the commencement date of your pension benefits, your monthly benefit would "pop-up" to your Straight Life form amount for the remainder of your life.

If you are married at the time you retire, this is the only form of benefit you may elect unless your spouse waives her rights to potential survivor benefits by executing a waiver form in the presence of a Notary Public or authorized Fund Representative on a form, which will be furnished by the Trustees.

### **How is the 50% Qualified Joint and Survivor Benefit calculated?**

Your monthly retirement benefit under this option is calculated by figuring out what your Straight Life Benefit would be and reducing it by using a table, which takes into account your age, your spouse's age and the life expectancy of both of you.

EXAMPLE: Assume that at the time of your retirement, you are 65, your spouse is 62 and your Straight Life Benefit amount is \$1,000.00. Based upon your respective ages, under the 50% Qualified Joint and Survivor Form, you would receive \$861.00 per month for the rest of your life.

Upon your death, if your spouse were still alive, she would receive \$430.50 (or 50% of your reduced benefit) each month for the rest of her life. If, on the other hand, you were age 65 and your spouse was only age 57, your monthly benefit under this Form would be \$836.00 and, upon your death, if your spouse were still alive, she would receive \$418.00 (or 50% of your reduced benefit) each month of the rest of her life.

The factor tables are provided to the Fund by its actuary. If you wish to know the factor for a specific combination of ages, please contact the Fund Office.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

### **What is a 100% Qualified Joint and Survivor Benefit?**

This form of benefit is only available to you if you are a married Participant. It is the same as the 50% Qualified Joint and Survivor Benefit except that the reduction is greater, but the amount of the benefit payable to your surviving spouse is larger. The spouse's benefit is the same as the benefit you receive before your death. It is important to understand that the only surviving spouse to whom the survivor portion of the benefit is payable is the person who was your legal spouse at the time you retired. However, if your spouse were to pass away within 24 months of the commencement date of your pension benefits, your monthly benefit would "pop-up" to your Straight Life form amount for the remainder of your life.

### **How is the 100% Qualified Joint and Survivor Benefit calculated?**

Your monthly retirement benefit under this option is also calculated by figuring out what your Straight Life Benefit would be and reducing it by using a table. Everything which is true about the 50% Qualified Joint and Survivor Benefit is true of the 100% Qualified Joint and Survivor Benefit except that a different table is used in the calculation.

EXAMPLE: Lets assume the same things we assumed in the 50% Qualified Joint and Survivor example. You are age 65 and your spouse is age 62 at the time of your retirement and your Straight Life Benefit amount is \$1,000.00. Based upon your respective ages, under the 100% Qualified Joint and Survivor Form, you would receive \$756.00 per month for the rest of your life. Upon your death, if your spouse were still alive, she would receive \$756.00 (or 100% of your reduced benefit) each month for the rest of her life. If, on the other hand, you were age 65 and your spouse was only age 57, your monthly benefit under this Form would be \$719.00 and, upon your death, if your spouse were still alive, she would receive \$719.00 (or 100% of your reduced benefit) each month of the rest of her life.

### **What is a 75% Qualified Joint and Survivor Benefit?**

This form of benefit is only available to you if you are a married Participant. It is the same as the 50% Qualified Joint and Survivor Benefit except that the reduction is greater, but the amount of the benefit payable to your surviving spouse is larger. The spouse's benefit is 75% of the benefit you receive before your death.

It is important to understand that the only surviving spouse to whom the survivor portion of the benefit is payable is the person who was your legal spouse at the time you retired. However, if your spouse were to pass away within 24 months of the commencement date of your pension benefits, your monthly benefit would "pop-up" to your Straight Life form amount for the remainder of your life.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

### **How is the 75% Qualified Joint and Survivor Benefit calculated?**

Your monthly retirement benefit under this option is also calculated by figuring out what your Straight Life Benefit would be and reducing it by using a table. Everything which is true about the 50% Qualified Joint and Survivor Benefit is true of the 75% Qualified Joint and Survivor Benefit except that a different table is used in the calculation.

EXAMPLE: Lets assume the same things we assumed in the 50% Qualified Joint and Survivor example. You are age 65 and your spouse is age 62 at the time of your retirement and your Straight Life Benefit amount is \$1,000.00. Based upon your respective ages, under the 75% Qualified Joint and Survivor Form, you would receive \$805.00 per month for the rest of your life.

Upon your death, if your spouse were still alive, she would receive \$603.75 (or 75% of your reduced benefit) each month for the rest of her life. If, on the other hand, you were age 65 and your spouse was only age 57, your monthly benefit under this Form would be \$773.00 and, upon your death, if your spouse were still alive, she would receive \$579.75 (or 75% of your reduced benefit) each month of the rest of her life.

### **What is a Life Ten-Years Certain Benefit?**

A reduced benefit, calculated as described below, is payable to you each month for the rest of your life. You may designate a beneficiary of your choice. If you die before you have received 120 payments (monthly payments for 10 years), your beneficiary will receive the benefit in the same benefit amount each month until the total number of benefit payments made to you and your beneficiary is 120. If you do not die before you have received 120 payments, you will continue to receive your monthly payments until your death, but no further benefits will be paid to anyone after your death. If you are married at the time your benefits commence, your spouse must sign a consent in order for you to receive your benefits in this form.

### **How is the Life Ten-Years Certain Benefit calculated?**

Your monthly retirement benefit under this option is calculated by figuring out what your Straight Life Benefit would be and reducing it by using a table which takes into account your age and life expectancy.

EXAMPLE: Assume that you retire at age 63, your Straight Life Benefit amount is \$1,000.00, and you choose the Life Ten-Years Certain Benefit. Your monthly benefit would be \$927.20, which you would receive for the rest of your life. If you die before you had received 120 payments, your designated beneficiary would receive \$927.20 until a total of 120 monthly payments had been made.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

### **Can I designate more than one beneficiary?**

No. The Plan limits the designation of a beneficiary to one individual or entity.

### **Are my benefits the same if I retire after 65?**

No. The benefit payable when you retire and begin to receive benefits will be calculated by determining the benefit you would have been entitled to receive had you retired at age 65, but actuarially increased to reflect the later starting date. Additional benefits will be available only if you were not working a minimum number of hours after reaching age 65. For purposes of making this calculation only, the Fund will presume that you would have chosen the 50% Qualified Joint and Survivor form if you were legally married as of the date you reached age 65 or the Straight Life form if you were not married as of that date. When you do actually retire, you will be able to elect a different form of benefit in accordance with, and subject to, the provisions of the Plan.

Payment of any benefits to which you are entitled will begin no later than April 1st of the calendar year following the calendar year in which you reach age 70 1/2, even if you do not apply for benefits.

## **EARLY RETIREMENT BENEFITS**

### **When am I eligible for an Early Retirement Benefit?**

You are eligible for an Early Retirement Benefit if you retire from employment in the plumbing and pipefitting industry while an Active Participant, are at least 55 years old and have at least 10 Years of Service.

### **How much will my Early Retirement Benefit be?**

The same five optional forms of benefit, which are available as Normal Retirement Benefits are available as Early Retirement Benefits, subject to the same limitations if you are legally married at the time you choose to begin receiving benefits. The monthly amount of your benefit will depend upon the form selected. In determining how much is payable under any of the options, it is always necessary to first determine the Straight Life Benefit.

If you are 62 or more years of age and have accumulated at least 10 Years of Service, the Straight Life Benefit is exactly the same as it would be if you were applying for Normal Retirement Benefits.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

Otherwise, your monthly Early Retirement Straight Life Benefit is calculated exactly as the Normal Retirement Benefit is and then reduced by 5/9ths of one percent for each month that you are younger than age 62 when payment of your benefit begins. The reduced monthly benefit is payable to you for the rest of your life.

EXAMPLE: Assume that you retired at age 60 with 23 Years of Service and your accrued Straight Life Benefit, calculated as though you were at normal retirement age, is \$1,000.00. Applying the reduction formula, you would receive \$866.70 (86.67% of \$1,000.00) for the rest of your life.

Under the example, the amount of benefit payable under any form other than the Straight Life Benefit which would become payable to you upon your Early Retirement would be based on the reduced Straight Life Benefit of \$866.70.

If you select any of the other four options (50%, 75%, 100% Qualified Joint and Survivor or Life Ten-Years Certain), there is a further reduction based upon the actuarial factors the same as is done in calculating the benefits payable under those options at Normal Retirement.

If you are legally married at the time you retire and apply for Early Retirement Benefits, you will automatically receive benefits under the 50% Qualified Joint and Survivor form unless your spouse agrees in writing to waive the right to that benefit and permits you to choose one of the other forms.

## **RETURN TO WORK**

### **What happens if I return to work after beginning to receive monthly benefits?**

It is important that you notify the Pension Department at the Fund Office in writing immediately if you become employed after you begin to receive Normal or Early Retirement Benefits or commence receiving your previously Deferred Vested Benefits.

If you return to work in the building or construction industry within the State of Michigan or Wisconsin and perform work in any capacity (including supervisory, managerial or self-employed activity), which is related to the plumbing and pipefitting trade, you will forfeit your monthly retirement benefit for each month in which you work 40 or more hours. When you retire again, your benefit payments will resume in the same amount and under the same option as they were before you returned to work plus an adjustment for the additional hours that you worked.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

If you return to work without first notifying the Fund Office and you are discovered on a job, the Trustees may presume that you have worked since that job was started under the conditions described above and may suspend your monthly benefits for such period. You may, within 30 days of receiving notice that your benefits have been suspended, submit evidence to prove that the presumption is not true.

Under applicable law, everyone entitled to a pension must commence receiving it no later than the April 1st following the calendar year in which he reaches age 70 1/2. Thus, if you work after that date, you will be entitled to receive your full pension even though you may still be working full time at the trade. Remember, however, this applies only if you work after the April 1st following the calendar year in which you reach age 70 1/2. Please note that effective August 1, 1997 if you continue working after age 70 1/2, you are no longer required to commence receiving your pension benefits until you actually stop working.

### **DISABILITY RETIREMENT BENEFITS**

#### **Under what conditions would I be eligible for a Disability Retirement Benefit?**

You would be eligible for a Disability Retirement Benefit if you became totally and permanently disabled after July 1, 1998, while you are an Active Participant with at least 3 Years of Service for which you earned Future Service Credit, and before you have reached age 65.

#### **What does it mean to be totally and permanently disabled?**

You must be totally unable, for the rest of your life, to engage in any regular occupation or employment for pay or profit. The Trustees are the sole judges of whether the available medical evidence shows that you are totally and permanently disabled.

The Trustees will accept your Social Security Disability Award as satisfactory medical evidence of your disability. No Disability Retirement will be granted if your disability is attributable to addiction to narcotics or the result of certain criminal activities or a self-inflicted injury. If you become disabled, you should file for a Disability Retirement Benefit from the Fund as soon as your doctor has determined your disabled status. You should not wait until you receive your Social Security Disability Award. However, we will hold your application pending the receipt of your Disability Award from the Social Security Administration.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

### **How much will my Disability Retirement Benefit be?**

The amount of your Disability Retirement Benefit depends on how many Years of Service you have at the time you become disabled. If you had 7 or more such years, you will receive the choice of a monthly benefit of \$275.00 payable until age 65 with your accrued benefit payable thereafter, or your accrued benefit reduced for early commencement payable for your lifetime. If you have less than 7 Years of Service, you will receive the choice of a monthly benefit relative to a percentage of \$275.00 equal to your Years of Service payable until age 65 with your vested benefit payable thereafter or your vested benefit reduced for early commencement payable for your lifetime.

## **SURVIVORS BENEFITS & DEATH BENEFITS**

### **If I die before I retire, are any benefits payable?**

Yes, under certain conditions benefits may be paid to your surviving spouse or your beneficiary.

### **Under what circumstances will a death benefit be payable and how much will it be?**

A death benefit will be payable upon your death if, at the time of your death, you are an Active Participant, an Inactive Vested Participant, or are receiving Disability Retirement Benefits, have not commenced receiving any Normal, Early, or Deferred Vested Benefits from the Plan, and no surviving spouse benefits are payable.

If a death benefit is payable, it will be paid in a single sum to your Beneficiary and will be equal to 100% of the employer contributions made to the Fund on your behalf since your latest Permanent Break In Service, if any, and made in years in which you earned a partial or full Year of Service.

### **What benefit will my surviving spouse receive?**

The amount of the benefit will depend on a number of things. Some benefits are available only if you had been married for at least one year at the time of your death and some depend on your Years of Service and/or age at the time of your death and whether or not you were vested at the time of your death.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

Basically, there are three types of benefits payable to survivors of Participants who die before they retire. They are:

- 1) a monthly benefit commencing immediately after your death and payable to your surviving spouse for life;
- 2) a deferred monthly benefit commencing when you would have first been able to begin receiving monthly benefits had you lived and payable to your surviving spouse for life; and
- 3) a single sum cash payment equal to the greater of the death benefit described in answer to the previous question or actuarial equivalent of the deferred monthly benefit described in 2) above.

The benefit under 1) above is payable if you were eligible to begin receiving a monthly Normal, Early, or Deferred Vested Benefit at the time of your death but had not as of the date of your death commenced receiving any such benefits and if you had been continuously married to your surviving spouse for at least one year at the time of your death but had not as of then received any such benefits.

The monthly benefit payable to your surviving spouse will be the amount which your spouse would have received as your surviving spouse had you retired immediately prior to your death and had your benefits been payable under the 100% Qualified Joint and Survivor Form.

The benefit under 2) above is payable if you were vested but were not yet eligible to start receiving monthly benefits at the time of your death. The monthly benefit hereunder would commence to your surviving spouse at the time you would have first been eligible to start receiving monthly benefits had you lived and will be equal to the amount your surviving spouse would have received under the 100% Qualified Joint and Survivor Form based on your accrued benefit at the time of your death and computed as if you had lived to such date, retired, and died immediately thereafter. For example, if you were vested and age 50 at the time of your death, the deferred monthly benefit payable to your surviving spouse hereunder would not commence for another 5 years when you would have reached age 55 (the earliest date as of which you could have commenced receiving monthly benefits had you lived).

The single sum benefit payable under 3) above may be elected only by a surviving spouse entitled to the deferred survivor's benefit described in 2) above. Such an election must be made **within 90 days** after the Fund Office makes information available as to the amounts payable under the various forms and the conditions under which such amounts may be received.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

The payment of any one of the surviving spouse benefits described above shall be in lieu of any other benefits payable under the Plan.

In any event, however, if the actuarial single sum value of the surviving spouse benefit available or elected is less than \$5,000.00, the Fund will pay a single sum equal to such value in lieu of any monthly benefit.

### **May I designate anyone I wish as my beneficiary?**

Yes, but if you are, or become, married there are certain restrictions, which apply. If you are, or become, married for at least 1 year, your spouse will automatically be your beneficiary unless she consents to your designation of a beneficiary other than herself. Any such consent must be in writing and must be witnessed by either an authorized Fund Representative or a Notary Public. The consent waives your spouse's right to any benefits which otherwise might be payable under the Plan upon your death.

### **Are any benefits payable when I die after retirement?**

Only if you have been receiving benefits under a Joint and Survivor form or the Life Ten-Years Certain form previously described which provides for the continuation of benefits after your death and your spouse survives you or you have not received 120 payments.

## **MORE ON VESTING**

### **How is the amount in which I am vested determined?**

When you have accrued a minimum of 5 Years of Service, you are then 50% vested in a benefit calculated the same as the Straight Life Benefit at normal retirement age is calculated.

Your vested percentage increases by 10% for each of the next five Vesting Years you accrue. When you have accrued a total of 10 Vesting Years, you are 100% vested.

After July 1, 1998, if you accrued 3 Years of Service, you will be 20% vested. Your vesting percentage will increase by 20% with each additional Year of Service earned until you accrue 7 Years of Service at which time you will be 100% vested. To be eligible for this increased vesting, you must work at least 1 Hour of Work after July 1, 1998.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

### **Can I earn additional Years of Service for which no pension contributions are remitted?**

It is possible to accrue a Year of Service toward vesting without working under a collective bargaining agreement requiring contributions to this Fund if you work for a contributing employer to the Fund in another capacity even though you will not increase the amount of your accrued benefit. If you fall into this category, you may be entitled to additional vesting Years of Service. This type of Service is called Contiguous Service.

However, prior to November 1, 2002, Contiguous Service was also used toward eligibility for "Index 85". After November 1, 2002, your Years of Contiguous Service are offset by the Years of Service, based upon employer contributions, accrued on and after November 1, 2002. Please notify the Pension Department at the Fund Office if you believe that you may be entitled to Contiguous Service.

If you are not already 100% vested, you will become so automatically if you are an Active Participant when you reach the later of (1) your 65th birthday; or (2) the fifth anniversary of the date you became a Participant. The basic amount in which you are vested varies, therefore, according to the amount of employer contributions with which you are credited and the number of Vesting Years you have accrued.

### **When will I receive the benefits in which I am vested?**

If you have accrued at least 5 (or after July 1, 1998 at least 3) but less than 10 Years of Service and are not eligible for any other type of benefit under the Pension Plan, you will be eligible for a monthly benefit payable when you reach age 65. The benefit will be governed by the Normal Retirement Benefit provisions of the Plan with the basic vested amount substituted throughout for the Straight Life form.

If you have accrued at least 10 Years of Service and are not eligible for any other type of benefit under the Pension Plan, you will also be eligible, at your option, to begin receiving a monthly benefit at any time after you retire and reach the age as of which early retirement was permitted under the provisions of the Plan at the time you became Inactive Participant. Presently, under the Plan as described herein, this age is 55. The benefit will be governed by the Early Retirement Benefit provisions of the Plan with the basic vested amount substituted throughout for the Straight Life form.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

# **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

## **QUALIFIED DOMESTIC RELATIONS ORDERS**

### **If I divorce or am legally separated, will my former spouse or my dependents be entitled to any of my pension benefits?**

Perhaps. A Court may issue an order which, if it meets certain standards, would be a Qualified Domestic Relations Order ("QDRO") and could assign a portion of pension benefits to your spouse, former spouse, child or other dependent. A QDRO is any order or judgment entered in your divorce, separation, custody or paternity case that clearly identifies the Plan, the benefits assigned, and meets other requirements of federal law. A QDRO also may be an order or judgment entered to enforce your support obligations. A QDRO may, for example, assign to your former spouse a portion of your monthly or lump sum benefit and/or provide for payment of surviving spouse benefits after your death.

When the order or judgment is filed with the Fund, the Fund's attorneys will issue an opinion on whether the documents are a QDRO, and if so, whether a portion of your benefits has been assigned to your spouse, former spouse, child, or dependent. You will be sent a letter, which will tell you whether the documents are a QDRO and describe the benefits assigned.

The Pension Fund has Qualified Domestic Relations Order procedures. A copy of these procedures is available without charge from the Fund Office.

## **CLAIMS, APPEALS AND OTHER MATTERS**

### **How is a claim for benefits made?**

Whenever you wish to apply for benefits under the Plan, you should complete a Request for Application form approved by the Trustees. Copies of these forms can be obtained through the Fund Office, 6525 Centurion Drive, Lansing, Michigan 48917-9275, or at Toll Free at (800) 342-1730, (517) 321-7502, Fax (517) 321-7508, or from your Local Union.

Any questions you may have concerning the completion or submission of a Request for Application form can be answered by inquiring at the Fund Office.

Your Request for Application form is submitted to the Fund Office, which calculates the amount of benefits that you are entitled to under each of the optional forms and sends that information to you with a benefit application form. Please remember that the Effective Date for the start of your pension benefits as indicated on your Application Form will be used if the Application Form is returned to the Fund Office within 90 days after it was prepared for you. If the Application Form is not returned to the Fund Office or is returned after the 90-day period, the Trustees will assume that you did not wish to retire at this time.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

In order to allow sufficient time to process your retirement application, it is suggested that you file your Request for Application form well before the date on which you plan to retire. If you are married, you and your spouse may have some decisions to make regarding the form of your retirement benefit. Those decisions must, by law, be made **within the 90 days** just before your benefits begin.

In anticipation of your retirement, you should have a copy of your birth certificate and, if you are married, a copy of your marriage license and your spouse's birth certificate available. If you were previously married but are now single, you should also have copies of all divorce judgments and orders, or a copy of your former spouse's death certificate, if applicable, available. Having these documents available should help speed up the processing of your retirement application.

Please note that, under certain circumstances, your benefits under the Plan, may be denied, reduced or suspended. These circumstances include the following:

1. If your benefit exceeds the maximum limitations established by law, it will be reduced. The maximum amount varies depending on your age at pension commencement and the year of retirement. The maximum limitations are currently so high that it is assumed that no Participant's benefits will exceed these limitations.
2. If you join an excluded class of employees, you may not be eligible for further Plan participation and this may affect part or all of your future retirement benefits.
3. If you die prior to the time that you are eligible for spouse protection, your spouse may not have any right to the automatic survivor's benefit.
4. In the event of termination of the Plan, if the amount of your benefit exceeds the limit guaranteed by the Pension Benefit Guaranty Corporation (PBGC), you may lose a position of your benefit.

### **If my claim is denied, may I appeal?**

If the Fund Office denies your claim, you or your authorized representative may appeal to the Board of Trustees in writing for a review of that denial. Your appeal must be in writing and must be received in the Fund Office within **60** days of the day you receive the letter denying your claim (or **180** days if you are appealing from a denial of an application for disability retirement benefits). You, or your authorized representative on your behalf, will have the opportunity to review pertinent documents and other information relevant to your claim free of charge if you submit a written request to the Board. Reasonable access to, and copies of, relevant information will be provided upon request. Whether

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

information or a document is "relevant" is determined in accordance with ERISA Regulation § 2560.503 - 1(m)(8), 29 CFR 2560.503-1(m)(8). You, or your representative, may submit issues, comments, additional legal arguments and new information in writing to the Board for its consideration in your appeal. The Trustees' review of your appeal will take into account all materials and information you submit to them before their review of your appeal and their decision on it, whether or not that such information was previously submitted or considered by the Fund Office in the initial determination of your claim.

Upon receipt of your appeal, the Board will review your claim "de novo" (meaning "anew" and without deferring to the initial denial of your claim) and it will review the additional materials and information you submit, if any. The review will occur at the Board's first regularly scheduled meeting following receipt of your appeal, unless your appeal is filed less than 30 days prior to such meeting. In that case, it will be reviewed at the subsequent Board meeting. If, due to special circumstances, the Board requires additional time to review your appeal, you will be notified in writing of the special circumstances and when a determination will be made. The Board will communicate its decision and the reasons therefore in writing within 5 business days after the Board makes its decision on your appeal.

### **Can I assign, pledge or sell my right to benefits?**

No. Your benefits cannot be assigned, pledged or sold to anyone, or used as security for a loan. One exception provided by law is called a Qualified Domestic Relations Order. It is a court order dealing with divorce, alimony or child support, which is determined by the Trustees to meet the requirements of federal law.

### **Can I authorize withholding from my monthly benefits?**

Yes. You will be given an opportunity when you retire and each year thereafter to have federal and State of Michigan income taxes withheld from your pension benefits. You may also authorize the Fund to pay a portion of your benefit to the fund or organization, which provides your health care benefits, and you have the right to revoke that authorization at any time.

### **Can I authorize my pension check to be deposited via electronic transfer to my financial institution?**

Yes. At the time you retired you will be asked if you wish to have your pension check electronically transferred to your bank or financial institution. If you do not wish to do so at the time you retire, you can request this service from the Fund Office at a later date. There is no charge for this service and it is provided on a request basis only.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

### **Can the Plan be amended or terminated?**

The Trustees have the right to amend the Plan at any time. In no event, however, will any amendment reduce any benefits for any Participant earned prior to the effective date of the amendment. The trustees also have the right to terminate the Plan at any time. In the event of termination, the rights of all Participants to benefits accrued to the date of termination will be fully vested, and benefits will be distributed to Participants in any manner permitted by the Plan.

### **How could the Plan be terminated?**

The Plan will terminate if one or more of the following events occur:

1. The Plan's actuary advises the Trustees that the Fund is not able to meet the payments of benefits due to retirees.
2. There is no individual living who can qualify for benefits under the Plan.
3. The Union, the employers and the Trustees unanimously agree to terminate the Plan.
4. The Pension Benefit Guaranty Corporation or any other governmental agency authorized to do so terminates the Plan.

### **What happens if the Plan terminates?**

If the Plan should terminate, the Trustees must 1) make provision for the payments of any and all debts and obligations of the Plan, including benefits; 2) arrange for a final audit and financial report; and 3) give the notices required by law and file any reports which may be due.

At present, what happens if the Plan terminates wholly or partially is governed by federal statute, which requires under certain circumstances that benefits, even vested and accrued benefits, be reduced.

Upon termination, the value of vested benefits and the value of the assets of the Plan must be calculated. If the value of the vested benefits is greater than the value of the assets, then the vested benefits must be reduced accordingly.

In addition, the accrued benefits which are not vested must also be reduced to the level at which they are insured by the Pension Benefit Guaranty Corporation.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

### **Are my benefits insured?**

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

Under the multi-employer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multi-employer 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 multi-employer 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 \$12,870.00.

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

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

### **Does this Plan have any reciprocity agreements with any other Pension Plans?**

Yes. Because plumbers and pipefitters, particularly journeymen, move with the work from employer to employer and from location to location, the Trustees have entered into reciprocity agreements with Trustees of other pension funds covering plumbers and pipefitters.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**

## **UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' PENSION FUND**

The purpose of these agreements is to have the money contributed by employers when you are working outside the jurisdiction of Local 506 follow you back to this Fund. When this Fund receives contributions from the other fund involved, they will be credited to you under this Fund. If you are a participant of any other Home Fund, this Fund will send your contributions to that Home Fund. The transfers are not automatic. However, you must request the transfer to be made. Transfer request forms are available from the Fund Office and your Local Union.

If you have questions about reciprocity, please contact the Fund Office.

**IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY, WILL GOVERN**