

**Connecticut Pipe Trades  
Local No. 777  
Annuity Plan**

**Summary Plan Description**

## **Connecticut Pipe Trades Local No. 777 Annuity Plan**

1155 Silas Deane Highway  
Wethersfield, CT 06109  
(800) 848-2129 or (860) 571-9191  
Fax: (860) 571-9221  
www.connecticutpipetrades.com

This is a Summary Plan Description (SPD) for the Connecticut Pipe Trades Local No. 777 Annuity Plan (the “Plan”). The official Plan Document and Fund Trust Agreement describe the provisions of the Plan in more detail and are the final written authority with respect to your eligibility to participate in the Plan and the benefits you receive under the Plan.

## **BOARD of TRUSTEES**

### **LABOR TRUSTEES**

Peter Alfieri (Co-Chairman)  
John T. Higgins, Jr.  
John J. More  
Michael Rosario

### **MANAGEMENT TRUSTEES**

Kristen Brainerd (Co-Chairwoman)  
Joseph Gasparrini  
Ronald Ruotolo  
Anthony Masucci

### ***Fund Administrator***

Connecticut Pipe Trades Benefit Funds Administration, Inc.  
Michael W. Daly, Executive Director

### ***Plan Record Keeper***

John Hancock Retirement Plan Services

### ***Fund Counsel***

Holm & O’Hara LLP

### ***Accountant***

Beers, Hamerman, Cohen & Burger, P.C.

### ***Consultant***

The Segal Group

# TABLE OF CONTENTS

Introduction.....	Section 1
Plan Highlights .....	Section 2
Plan Participation .....	Section 3
How the Plan Works.....	Section 4
Investing the Money in Your Account .....	Section 5
When You Can Receive Your Benefit .....	Section 6
How Your Benefit is Distributed .....	Section 7
If You Die Before Payments Begin.....	Section 8
Claims and Appeals .....	Section 9
Tax Considerations .....	Section 10
Direct Rollovers .....	Section 11
Plan Administration Information .....	Section 12
Your Rights Under the Employee Retirement Income Security Act of 1974 (ERISA) .....	Section 13
Glossary.....	Section 14

# SECTION 1. INTRODUCTION

Dear Plan Participant:

We are pleased to present you with this revised Summary Plan Description (SPD), which outlines the features of the Connecticut Pipe Trades Local No. 777 Annuity Plan (the “Plan”), effective July 1, 2014, as amended as of January 1, 2016.

The Plan is designed to supplement your other retirement benefits by providing you with an additional source of income during your retirement. However, you need to meet certain requirements before you are eligible to receive a distribution.

This SPD provides detailed information concerning the Plan’s eligibility requirements and other main provisions of the Plan. Because the Plan can be a significant part of your future retirement income, we believe it is important that you and your family understand the Plan’s benefits. For this reason, we have made every effort to explain the Plan in a concise, straightforward manner.

We encourage you to read this booklet carefully. If you are married, share the information in this booklet with your spouse. Also, be sure to keep this booklet in a safe place for future reference.

This SPD replaces and supersedes any prior materials you have received that describe Annuity Plan benefits. If after reading this booklet you still have questions about the Plan, please contact the Fund Office.

Sincerely,

BOARD OF TRUSTEES

Nothing in this booklet is meant to interpret or change in any way the provisions expressed in the Plan Document. If there is a discrepancy between the wording in this Summary Plan Description and the Plan Document, the Plan Document will govern. Only the full Board of Trustees has the discretion and authority to interpret the Plan described in this booklet. No Employer, Union, or any representative of any Employer or Union, in such capacity, is authorized to interpret the Plan nor can any such person act as agent of the Board of Trustees. The Board of Trustees reserves the right to amend, modify, or discontinue all or part of the Plan whenever, in its judgment, conditions so warrant.



## SECTION 2. PLAN HIGHLIGHTS

The following highlights key features of the Plan. In-depth information is provided later in this booklet.

<p><b>Becoming a Participant</b></p>	<ul style="list-style-type: none"> <li>• This Annuity Plan became effective as of July 1, 1995. Any employee who became or becomes engaged in Covered Employment after July 1, 1995, automatically participates in the Plan as of the date his or her employer first makes contributions to the Connecticut Pipe Trades Local No. 777 Annuity Fund on his or her behalf.</li> <li>• If you were a former participant of the Plumbers and Pipefitters Local No. 39, the Plumbers and Steamfitters Local 84, and/or the Plumbers and Pipefitters Local No. 305 Annuity Funds, you automatically became a participant in this Annuity Plan on the date contributions were transferred to the Fund on your behalf.</li> </ul>
<p><b>Your Annuity Plan Account</b></p>	<ul style="list-style-type: none"> <li>• When you become a participant, an Account is established in your name.</li> <li>• Your employer makes monthly contributions to the Annuity Plan based on the hours that you work in Covered Employment. The contributions are credited to your Account.</li> <li>• You are neither required nor permitted to contribute to your Account. All contributions are made by your employer, pursuant to a Collective Bargaining Agreement (or similar agreement) with Local No. 777.</li> <li>• Contributions you earn for hours you work under one or more local unions affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry (AFL-CIO) may be reciprocated or transferred to your Account.</li> <li>• You designate how you want the contributions in your Account invested.</li> <li>• The assets in your Account are valued as of the close of business each day in order to determine their fair market value.</li> <li>• Your Account balance reflects contributions made on your behalf, investment earnings and/or losses, any distributions made from your Account, administrative expenses, and rollover contributions (if applicable).</li> </ul> <p>You receive a quarterly statement showing the balance of your Account at the end of each respective quarter.</p>



<p><b>When Benefits are Paid</b></p>	<ul style="list-style-type: none"> <li>• Once you become a participant, you are immediately vested in and entitled to the money in your Account. Generally, you (or your beneficiary) are eligible to receive a benefit when you: <ul style="list-style-type: none"> <li>• Retire;</li> <li>• Become disabled;</li> <li>• Leave Covered Employment; or</li> <li>• Die.</li> </ul> </li> </ul>
<p><b>Choosing How Your Benefit is Paid</b></p>	<ul style="list-style-type: none"> <li>• The Plan offers the following forms of payment: <ul style="list-style-type: none"> <li>• A monthly annuity (a Single Life annuity, or Joint and Survivor annuity);</li> <li>• A single lump sum payment;</li> <li>• Equal monthly installments; or</li> <li>• A combination of the forms of certain distributions.</li> </ul> </li> </ul>
<p><b>In The Event Of Your Death</b></p>	<ul style="list-style-type: none"> <li>• If you die before any portion of your benefit is distributed to you, your beneficiary is entitled to a death benefit. If you are married, your spouse is automatically your beneficiary unless he or she agrees in writing (on a form provided by the Plan) to the designation of another beneficiary. Your spouse's consent must be witnessed by a Commissioner of the Court or a notary public.</li> <li>• If you are married and opt for one of the Joint and Survivor benefit forms of payment and you die after payment of your benefits begin, your spouse will receive a portion of the monthly benefit you were receiving, payable for his or her lifetime. The Plan will purchase an annuity from John Hancock Retirement Plan Services ("John Hancock"), so your spouse will need to contact John Hancock in order to obtain survivor benefits. The Plan is not involved once the annuity contract is purchased.</li> <li>• If you have already received your benefit as a lump sum distribution at the time of your death, no further benefits are payable.</li> </ul>

## SECTION 3: PLAN PARTICIPATION

### Eligibility

You are automatically eligible to participate in the Plan if you work in a job that is covered by a Collective Bargaining Agreement between your employer and the Union, or some other written agreement that calls for your employer to contribute to the Local No. 777 Annuity Fund on your behalf. You are also eligible to participate in the Plan if you are an employee of either Local No. 777, an affiliate organization, or an employee of the Benefit Funds' corporation, and contributions are made to the Fund on your behalf.

You must work in Covered Employment to participate in this Plan, unless you are employed by an organization that has signed a Participation Agreement requiring contributions to be made to the Plan. You cannot participate as a sole proprietor, a partner in a partnership, or with a controlling interest of an incorporated employer. However, the Plan does permit an officer of a Company to participate if less than a controlling interest in a contributing employer and works more than 50% of your time in employment covered by the Collective Bargaining Agreement.

When we use the term “**Covered Employment**” in this booklet, we mean employment for which your employer is required to make contributions to the Connecticut Pipe Trades Local No. 777 Annuity Fund on your behalf, in accordance with the Collective Bargaining Agreement.

If you are a former participant of the Plumbers and Pipefitters Local No. 39, the Plumbers and Steamfitters Local 84, and/or the Plumbers and Pipefitters Local No. 305 Annuity Funds, you automatically became a participant in the Plan on the date contributions are received by the Connecticut Pipe Trades Local No. 777 Annuity Fund on your behalf.

In addition, unless otherwise required, if you are collecting a pension based on work in Covered Employment, you cannot also participate as an active employee.

### When Participation Begins

Your participation in the Plan starts as soon as your employer begins contributing to the Plan on your behalf. Once contributions are received, the Fund Office will reach out to you and request that you complete an enrollment form, make an investment election, and designate a beneficiary to receive benefits in the event of your death.

Because the Plan provides you with the ability to direct the investment of contributions made on your behalf, you will also receive an investment kit from John Hancock Retirement Plan Services (“John Hancock”) that provides educational material about investing and describes the investment options available to you.

#### *Designating a Beneficiary*

Once you become a participant, you must designate the beneficiary(ies) who is to receive your benefit if you die before receiving the entire amount due to you.



You may name any person(s) you choose as your beneficiary. You may also change your designation at any time by filing a new beneficiary designation form with the Fund Office. Each beneficiary designation filed with the Board of Trustees (the “Trustees”) will cancel all prior beneficiary designations previously filed with the Trustees. In all cases, you must use the form prescribed by the Plan and it must be completed properly.

**If you are married**, you may name a beneficiary other than your spouse to receive your benefit **only** if your spouse consents in writing and his/her consent is witnessed by a Commissioner of the Court or a notary public.

If you fail to name a beneficiary in the manner required by the Trustees, or if your beneficiary dies before you or before your Account is completely distributed, then any unpaid benefit (remaining account balance) will be paid to:

- Your surviving spouse, or if none;
- Your surviving children (natural or adopted) in equal shares, or if none;
- Your legal parents, in equal shares, or if none;
- Your estate.

### **Contributions During Periods of Military Service**

If you enter qualified military service, employer contributions are made to your Account upon your return to Covered Employment. To receive such contributions, you must:

- Be entitled to reemployment rights under the Uniform Services Employment and Reemployment Rights Act of 1994 (“USERRA”), as amended, when you return to Covered Employment;
- Be a participant in the Plan immediately preceding your military service and work in Covered Employment for 40 hours or more over the course of the four weeks immediately preceding the date your military service begins;
- Separate from active duty under conditions other than a dishonorable discharge; and
- Return to or make yourself available for work in Covered Employment within one of the following time frames:
  - 90 days after your military discharge, if the period of service is more than 180 days;
  - 14 days from the date of discharge, if the period of service was 31 days or more but less than 180 days; or
  - One (1) day after discharge (allowing eight hours for travel) if the period of service was less than 31 days.

If you enter qualified military service, you may receive employer contributions in your Account upon your return to employment or as required under Internal Revenue Code Section 414(u).

In addition, you cannot perform military service for more than five consecutive or individual years. If you are hospitalized or convalescing from an injury caused by active duty, the previously listed time limits may be extended up to two years.



***When you return to Covered Employment***, the Plan will credit you with employer contributions as if you had not left Covered Employment. The amount to be contributed to your Account will be determined by the Trustees based on:

- The hourly contribution rate in effect for you immediately preceding your period of military service; and
- The average number of hours you worked per week during the four weeks immediately preceding your military service.

The contributions will not include interest or investment earnings.

You must inform your employer and the Fund Office, in writing, of your intent to enter military service before you do so, to the extent required by law. If you are reemployed pursuant to USERRA, your employer should provide written notice of reemployment to the Plan within 30 days after the date of reemployment. You will need to provide the Fund Administrator with a copy of a DD Form 214, Certificate of Release or Discharge from Active Duty (or other acceptable military records) to verify the dates of your active duty.

***If you die or become disabled while performing military service***, you will also be credited with contributions in accordance with the provisions above, if you meet the previously specified requirements. The contributions will be credited to your Account as if:

- You resumed Covered Employment on the day preceding your death or on the day preceding the day on which you incurred the disability; and
- You then terminated Covered Employment on the date of your death or the day you incurred the disability.

For information about what types of military service are covered and what effect your service will have on your previously earned benefits, please contact the Fund Office.

## **When Participation Ends**

Your participation in the Plan ends when either of the following events occurs:

- You stop working in Covered Employment because you retire, become disabled or die, and your entire Account balance is distributed to you; or
- You stop working in Covered Employment for any reason other than retirement, disability or death, no contributions are made on your behalf for a period of 12 consecutive months (except as provided for on page 16, and you elect to take a distribution of your entire Account balance.

You remain a Participant in the Plan as long as you maintain an account balance.

## **Reinstatement of Participation**

Once your status as a participant in the Plan is lost, you can only be reinstated as an eligible participant by returning to work in Covered Employment.

## SECTION 4: HOW THE PLAN WORKS

### Employer Contributions

Your employer contributes to the Plan in accordance with its Collective Bargaining Agreement with Local No. 777 or other written agreement establishing the requirement to contribute to the Plan. Exactly how much your employer contributes on your behalf is specified in the Collective Bargaining Agreement or, if you are employed by Local No. 777, an affiliate, or Fund Office corporation, in accordance with the participation agreement entered into with the Board of Trustees.

The Trustees will pursue all means necessary to collect contributions due to the Fund. It is possible that situations will occur where not all contributions can be recovered, such as when a contributing employer becomes bankrupt or insolvent. ***Employer contributions are not credited to your Account unless and until they are actually received by the Fund, regardless of when you worked.***

To find out whether a particular employer is contributing to the Plan, contact the Fund Office. The Plan is maintained pursuant to one or more collective bargaining agreements. You can look at the Collective Bargaining Agreements at the Fund Office or get your own copy upon written request to the Fund Office.

### Supplemental Contribution Rates

Effective June 2015 you may elect to increase the hourly contribution rate payable to the Annuity Fund with a corresponding reduction in your hourly wage rate. The additional hourly contribution rate you elect may be in one dollar (\$1.00) increments up to a maximum of \$3.00. Effective June 1, 2016 any election must be irrevocable for the duration of the terms of the Local No. 777 Collective Bargaining Agreement.

The Local will make available Authorization Forms that must be signed and provided your employer to make this election. A copy of the Authorization Form will be provided the Fund Office to assure your election is maintained for the duration of the Collective Bargaining Agreement. If you do not make an election, the default hourly contribution rate of \$4.50 per hour for journeymen as of June 2016, will be operative.

### Reciprocal Contributions

The Fund has reciprocal agreements with other annuity plans provided through Local Unions affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry (AFL-CIO). The agreements follow a “money-follows-the-man” administrative process. This means that when you work in the jurisdiction of another U.A. Local, and that Local has an Annuity Fund, contributions payable to that temporary Annuity Plan are transferred to this Fund and credited to your Account upon receipt.

You must notify the Fund Office when you work under the jurisdiction of another Local’s area to ensure that your Account is properly credited. Although reciprocal agreements with other Locals may exist, your Account cannot be credited until the employer contributions are received by the Annuity Fund in the temporary area where you worked and that Annuity Fund transfers those contributions to this Fund.



If the administrator of the temporary Annuity Fund does not know you are a traveler, it may establish an account in their Annuity Fund for you. However, in that event, it may not be possible to reciprocate your contributions back to the Local No. 777 Annuity Fund. If this occurs, you will maintain participation in more than one Annuity Fund and you will be subject independently to the provision of each Plan. It may be possible, once you are eligible for a distribution from the temporary Annuity Fund, to roll over that account balance into the Local No. 777 Annuity Fund. The Trustees will make every effort to ensure that your Account is properly credited. However, it has no authority to enforce the payment of contributions from a contractor not working in the geographic territory of Local No. 777. If you have any questions regarding reciprocal funds, please contact the Fund Office.

## Vesting

You are always 100% vested in, or entitled to, the value of your individual Account (contributions, plus investment gains or losses less administrative fees). This means you do not have to complete any special or minimum period of service or employment to receive your Account value if your employment ends before retirement.

However, keep in mind that even though your Account may be 100% vested, there are restrictions on when you can receive a distribution of your Account value. The section titled ***“When You Can Receive Your Benefit”*** tells you more about when your money is available.

## Account Value and Balance

The assets in your Account are valued as of the close of each day (daily valuation) to determine their fair market value. At the end of each calendar quarter, a statement will be provided to you. To help you stay up-to-date on the status of your Account, the statement will include the following:

- The amount contributed to the Plan on your behalf;
- The earnings and/or losses on your investments, based on your investment options;
- The amount of any transfers or rollover contributions from another U.A. Annuity Fund or another qualified defined contribution plan;
- Withdrawals, if any, and
- Administrative fees deducted from your Account during the calendar quarter.

You will receive a quarterly statement showing the activity and balance in your Account.

You will also receive a printed confirmation of any investment change you make (normally mailed within a few days after you make the change).

You may also request a statement at any time by contacting John Hancock Retirement Plan Services.

## Account Distribution

When you apply for benefits, you can choose the manner in which you would like to receive your benefits, either as an annuity or in one of several optional payment forms, as explained in the section titled ***“How Your Benefit is Distributed,”*** beginning on page 20.

If you are a retired participant collecting a monthly pension from the Connecticut Plumbers and Pipefitters Pension Fund, one of your options is to also receive monthly distributions from your Annuity Account. You also have an option to elect to receive up to four (4) separate elections for a distribution from your Account per calendar year in minimum amounts of \$1,000 per distribution. You must submit an application to the Fund Office each time you elect to receive one of the four distributions.

## Administrative Fees

In addition to investment management fees associated with each mutual fund or similar investment option, your Account will be charged a flat administrative fee each calendar quarter to cover professional fees and the Fund’s share of the administration expenses needed to operate the Fund Office. The quarterly administrative charge reflects the operational charges of John Hancock and the Trust Fund, and is subject to change. The current quarterly fee is \$40 for Accounts with balances greater than \$500 and \$15 for Accounts with balances less than \$500.

As long as you maintain an account, even if you have begun receiving periodic monthly or other periodic distributions from the Fund due to retirement, your Account will continue to be assessed the quarterly administrative fee. The quarterly administrative fee is reviewed periodically by the Trustees, and on the advice of the Fund’s Auditor and Consultant, is subject to change. The investment management and administrative fees are typically only a fraction of what banks and investment firms charge IRAs and individual accounts.

## **SECTION 5: INVESTING THE MONEY IN YOUR ACCOUNT**

This section tells you about the procedures you need to follow to invest the money in your Account, the types of investment options available through John Hancock Retirement Plan Services (“John Hancock”), and the factors that you should consider when deciding how to invest the funds in your Account.

### **How to Invest Your Account**

Although the Trustees monitor the performance and composition of the investment portfolio, you designate how the contributions in your Account are invested. You do this directly through John Hancock.

#### ***Help With Retirement Planning—Via the Web***

John Hancock offers you access to information on financial planning and investing 24 hours a day, 7 days a week via its website, [www.mylife.JHRPS.com](http://www.mylife.JHRPS.com). To access the online information, you will need your Social Security number and will be prompted to register on the site to receive a “User ID.”

Via [www.mylife.JHRPS.com](http://www.mylife.JHRPS.com), you can access an easy tool that provides advice and guidance on the investments that make the most sense for you and how much you should contribute to each investment option. You can include information about any investments you (or your beneficiary) may have outside of this Plan in order to get the most use out of the investment tool. The website also provides detailed information about your individual Account and you can:

- Check your Account balance;
- Transfer between funds;
- Track the performance of your investments; and
- Change your PIN.

Note that your PIN is like the combination to your Plan safe. It’s a good idea to safeguard your PIN at all times. Here are some pointers to help you protect your PIN:

- Don’t share your PIN with anyone.
- Memorize your PIN. If you must write it down, don’t label the number as your Plan PIN.
- Don’t choose a PIN that is easily guessed, like your telephone number, Social Security Number, or birthday.
- Don’t use consecutive numbers (such as 123456) or the same number repeated (such as 444444).
- Don’t use your PIN when someone else can see you keying it in.
- Change your PIN from time to time, and immediately if you suspect it has been exposed to others or that an unauthorized person has tried to access your Account.



## **Help With Retirement Planning—Via Phone**

You can also connect with John Hancock and speak with a Participant Service Representative via John Hancock’s automated telephone system, (800) 294-3575, from 8 a.m. to 10 p.m., Eastern Time (“ET”) on any business day the New York Stock Exchange (“NYSE”) is open. You can discuss the status of your Account, request an Account statement, and make changes to your investment elections.

## **Help With Retirement Planning—Mobile**

Search your App Store for “My LifeNow”.

## **How to Direct Your Investments**

When your Plan participation starts, John Hancock sends you an investment kit that describes all of the current options in detail and includes general information on investing—and you’ll be asked to make an investment election. Call the Fund Office if you do not receive the investment kit by the time your Plan forms are due.

The selection you make for investment of your Account is sometimes called your “investment mix.” You may have your money invested in any number of the mutual funds currently offered through John Hancock within the options provided by the Fund, as long as you do so in increments of at least 1%.

The Plan, through John Hancock, offers a range of investment options, which are periodically reviewed by the Trustees, and monitored and evaluated by an independent investment advisor. However, it’s up to you to select the investment options that best suit your risk characteristics and retirement goals. The Trustees and the Fund Administrator are not authorized to give you investment advice. The Fund Administrator is only authorized to give you information on how the investment options work and how elections can be made under the Plan.

## **Types of Investments Available Under Our Plan**

The investment options the Plan currently offers are described in material issued by John Hancock. You should read up on each option and get a prospectus from John Hancock before making your investment decisions. Carefully consider the investment objectives, risks, charges, and expenses of a fund before investing. Consideration should also be given to an investment option’s expected return and risk associated with that return when determining which investment option or options are appropriate for you. Understand that the mutual funds’ and other investment options’ historic investment performance are no assurance or indication of how an investment option will perform in the future.

The investment categories available as of the printing of this booklet are:

- John Hancock Insurance Company Stable Value Option (Anchor)<sup>1,2</sup>
- PIMCO Real Return Fund (Institutional Class)<sup>2</sup>
- PIMCO Total Return Fund (Institutional Class)<sup>2</sup>

- Manning & Napier Retirement Target 2010 CIT (Class 5)
- Manning & Napier Retirement Target 2020 CIT (Class 5)
- Manning & Napier Retirement Target 2030 CIT (Class 5)
- Manning & Napier Retirement Target 2040 CIT (Class 5)
- Manning & Napier Retirement Target 2050 CIT (Class 5)
- Manning & Napier Retirement Target Income CIT (Class 5)
- American Funds – American Balanced Fund (Class R6)<sup>2,3</sup>
- American Funds – Fundamental Investors Fund (Class R6)<sup>2,3</sup>
- Dodge & Cox Stock Fund<sup>2</sup>
- Vanguard 500 Index (Admiral Shares)<sup>3</sup>
- Vanguard REIT Index Fund (Admiral Shares)<sup>3</sup>
- American Funds – The Growth Fund of America (Class R6)<sup>2,3</sup>
- T. Rowe Price Small-Cap Stock Fund<sup>2,3</sup>
- Touchstone Mid Cap Fund (Class Y)
- Dodge & Cox International Stock Fund<sup>2</sup>

1. The Anchor Account is a group annuity contract and not a mutual fund or a collective trust. John Hancock provides the guarantee of principal and accumulated interest. This option is not guaranteed by the FDIC or the federal government. Past performance is no guarantee of future results.
2. This fund transfers in-kind.
3. This fund has implemented restrictions, such as short-term trading fees and/or trading blackout periods, on certain transactions.

## **Changing Your Investment Elections**

You may change your investment elections for future contributions allocated to your Account and/or your existing Account balance by contacting John Hancock. Investment election changes made and confirmed before 4 p.m., Eastern Time, on any NYSE business day will generally be effective as of the close of that day. A change confirmed on or after 4 p.m. Eastern Time, or on weekends or holidays, will generally be effective as of the close of the next NYSE business day. In the event the NYSE closes prior to 4 p.m. Eastern Time (“ET”) on any business day, a change made and confirmed before the time the NYSE closes will generally be effective as of the close of that day. A change made or confirmed on or after such closing time will generally be effective as of the close of the next NYSE business day.

In the event an investment option does not have sufficient liquidity to meet same day redemption requests, your change will be effective as soon as administratively possible thereafter.

**Note:** There may be limitations on your ability to direct the investment of your Account under the Plan. Policies established by mutual funds may impose redemption fees on certain transactions and also may impose restrictions or limitations on frequent or excessive trading. The Plan Administrator will enforce the funds' policies on redemption fees and trading restrictions or limitations as Plan rules. As a result, if your investment direction violates a fund's trading restriction or limitation, your action may result in redemption fees being assessed to your Account or your investment directions may be declined. In some circumstances, your ability to make additional investments in a fund may be suspended or terminated. Please refer to the prospectus and other fund information for details on the funds' policies on redemption fees and trading restrictions or limitations. You may also obtain related information by contacting John Hancock.

**Also note:** Any transaction confirmed before the NYSE closes on any business day cannot be changed or canceled after the NYSE closes on that day. Any transaction confirmed after the NYSE closes, or on weekends or holidays, cannot be changed or canceled after the NYSE closes on the next business day.

## **If an Investment Option is Replaced**

The Trustees or John Hancock may stop offering any mutual fund option, at any time. Customarily, if a particular mutual fund is not performing up to expectations, in comparison to its peers, the mutual fund could be replaced with another fund that invests in a similar type of equity securities or fixed income bonds (the general classification of investments would be similar but with a different management team). Please read carefully the separate investment option materials that are provided to you, including the description and Fund Fact Sheet of each option, to determine which option or combination of options is right for you. The material will describe the types and classifications of stocks and/or bonds that comprise the mutual fund, its investment objectives, risk characteristics, management fees, and historic investment results.

Remember that all investments carry some degree of risk. The annual rate of return on your investment will vary depending on the option(s) in which you invest. How a mutual fund has performed in the past does not guarantee that those results will continue. Investments can follow cyclical patterns and be impacted by unforeseen events that can dramatically affect investment returns. Therefore, care and diligence should be given to selecting your investment choices with an outlook that fits your specific needs for retirement. Professional investment advisors will encourage you to evaluate the long-term investment results, have a diversified portfolio, and not chase returns.

It is up to you to monitor the performance of the investment options available and to make investment elections that meet your own financial goals. Again, you are responsible for your investment choices. Neither the Trustees, John Hancock nor any representative of the Fund are responsible for any losses that result from your investment decisions.



## If You Don't Make an Investment Election

If you fail to make an investment election, the money in your Account will automatically be invested in the Plan's default fund, the "*Manning & Napier Retirement Target Fund*," based on your year of birth, as follows:

Fund Name	Birth Date Range
Manning & Napier Retirement Target Income CIT (Class S)	1940 or Earlier
Manning & Napier Retirement Target 2010 CIT (Class S)	1941 to 1950
Manning & Napier Retirement Target 2020 CIT (Class S)	1951 to 1960
Manning & Napier Retirement Target 2030 CIT (Class S)	1961 to 1970
Manning & Napier Retirement Target 2040 CIT (Class S)	1971 to 1980
Manning & Napier Retirement Target 2050 CIT (Class S)	1981 or Later

In the absence of a birth date, the default target fund will be the Manning & Napier Retirement Target Income CIT (Class S). Upon receipt of a date of birth by John Hancock, and provided you have not made an affirmative investment election, both future and existing assets in your Account will be invested in the appropriate target date fund.

The default funds have been established in accordance with U. S. Department of Labor's regulations for "Qualified Default Investment Alternatives" (QDIAs), essentially to be more aggressively invested at younger ages and more conservatively at older ages. ***The default funds only apply when you do not make an investment election and you want contributions made on your behalf to be invested.***

## Excessive Trading Rules

Due to the scrutiny placed upon Plan sponsors and fiduciaries by the Securities and Exchange Commission (SEC) to curb market timing and excessive trading, investment options offered under the Plan are subject to excessive trading rule policies.

Large short-term cash flows in and out of separate accounts can disrupt portfolio strategies and costs. To protect the interests of, and maintain a standard of fairness among all the investors in a fund, this policy monitors exchanges in and out of the investment options under the Plan. Although you can exchange between investment options freely in the Plan, you must do so in conjunction with each fund's excessive trading policy. These policies are outlined in each mutual fund's Fund Fact Sheet. Please be sure to read them carefully.

## **Plan Investment Information**

John Hancock has been designated to provide the information required under Employee Retirement Income Security Act (“ERISA”) Section 404(c) and, upon request, will provide you with the following:

- A description of the annual operating expenses of each investment alternative (including investment management fees, transaction costs, and other costs that may reduce the rate of return of such investment alternative), and a description of the amount of any such expenses, expressed as a percentage of average net assets of the investment alternative;
- Copies of Fund Fact Sheets, financial statements and reports, and any other relevant materials relating to the investment alternatives available under the Plan, to the extent such information is provided to the Plan;
- A list of the assets comprising the portfolio for each investment alternative, the value of each such asset (or the proportion of the investment alternative that it comprises) and, with respect to each investment alternative that is a fixed-rate investment contract issued by a bank, savings and loan institution or an insurance company, the name of the issuer of the contract, the term of the contract and the rate of return on the contract;
- Information with regard to the value of shares or units of investment alternatives, as well as the past and current investment performance of each alternative, determined net of expenses, on a reasonable and consistent basis; and
- Information with regard to the value of shares or units of the investment options held in your Account.

## **Concerning ERISA Section 404(c)**

The Fund is designed to be a “participant directed” individual account plan within the meaning of Section 404(c) of the Employee Retirement Income Security Act (ERISA). This means that the Fund lets you choose from a broad range of investments, and you can, and have the responsibility to, decide for yourself how to invest the assets in your Account under the Plan. By operating under Section 404(c), the Plan Administrator, the Trustees and any other Fund fiduciary are relieved of responsibility and liability for any losses that result from your investment decisions.

## SECTION 6: WHEN YOU CAN RECEIVE YOUR BENEFIT

### Distribution

You are eligible to receive the full value of your Account in the event of:

- **Termination of employment in the plumbing and pipefitting industry**—if you cease working in the Plumbing and Pipefitting industry for any reason other than retirement, disability or death and no contributions are required to be made on your behalf for a period of six consecutive months, you can receive 50% of your account balance, and, if no contributions are received for 12 consecutive months, the balance of your account can be distributed.
- **Retirement**—if you take:
  - Early Retirement at or after age 55 and begin receiving an Early Retirement Pension from the Connecticut Plumbers & Pipefitters Pension Fund. You are not permitted to work in the plumbing and pipefitting industry (work covered by the Collective Bargaining Agreement) or in non-Union employment in Connecticut, New York, Massachusetts, and/or Rhode Island.
  - Regular Retirement at or after age 65 and have withdrawn from work in Covered Employment or in non-Union employment in the plumbing and pipefitting industry in Connecticut, Massachusetts, New York, or Rhode Island.
  - Service Retirement after having accrued Pension Credits and you have withdrawn from work in Covered Employment or non-Union employment in the plumbing and pipefitting industry in Connecticut, Massachusetts, New York, or Rhode Island.
- **Distribution Upon Attainment of Normal Retirement Age**

**The Plan will permit Participants that elect to continue to work in Covered Employment after attaining Normal Retirement Age (age 65) to obtain a distribution of their account balance.**

- **Disability**—if you are considered totally and permanently disabled and collect a Disability Pension. The Trustees will require a Social Security Disability award letter as evidence of the total and permanent nature of your disability.
- **Death**—if you die, benefits will be payable to your surviving spouse or beneficiary.

In addition, you may receive a distribution in cases of financial hardship, subject to the provisions of the Plan. Refer to page 18 for information regarding IRS limits and tax penalties.

Also, note that:

- If you terminate working in Covered Employment for any reason other than retirement, disability or death and you have not worked in the plumbing or pipefitting industry for a period of at least six (6) consecutive months, you will be entitled to receive a distribution of 50% of your Account balance, excluding delinquent contributions. Payments are made in accordance with the distribution requirements of the Plan.



If you have not worked in covered employment and/or the plumbing or pipefitting industry for a period of at least 12 consecutive months, you can withdraw your entire remaining balance from your Account.

You should contact the Fund Office to see whether any particular employment would cause a delay in receiving your distribution. We encourage you to put such a request in writing to avoid any miscommunication or misunderstandings regarding the provisions of the Plan.

## When Payments Begin

Payments will begin as soon as possible after the Fund Office receives a properly completed application form and all supportive documentation. It may take approximately 10 days from the date the Fund Office gets a completed application before John Hancock mails you or your beneficiary a check.

Mandatory minimum distributions, federal tax law and the terms of the Plan require you to begin receiving distributions from the Plan no later than April 1 following the calendar year in which you reach age 70½. If you are still working in Covered Employment at that time, you may delay payment until the date you stop working in Covered Employment. Mandatory distributions are paid according to the following schedule:

Age	Portion of the Current Account Balance
71	10%
72	11%
73	12½%
74	14%
75	16⅔%
76	20%
77	25%
78	33⅓%
79	50%
80	100%

## Financial Hardship Distributions

If your Account has a balance of at least \$5,000, you may withdraw a minimum of \$2,000 and up to 50% of your Account balance to cover expenses you incur due to a financial hardship. However, note that the amount of your distribution may be increased by 20% to include funds required for tax withholding—and with this increase, your withdrawal cannot exceed 50% of your Account balance (a one-time exception to this limitation is provided if hardship is to purchase primary residence).

A financial hardship is defined as one of the following events:

- Payment of medical expenses you, your spouse or your dependent children incur that are not covered by other insurance. Payment of medical expenses of a dependent parent you claim on your federal tax return will also qualify for a hardship distribution if you provide evidence to the Trustees that the parent is financially dependent on you for at least 50% of his or her financial support. The Trustees will require evidence of your need, which can include copies of Explanations of Benefits (EOBs) from an insurance company showing amounts not covered, as well as copies of current unpaid bills.
- Funeral expenses of an immediate family member (spouse, child or parent). As evidence of your need, you must provide a copy of the death certificate and a copy of the unpaid funeral bill.
- Tuition, and room and board expenses for attendance at any accredited educational institution by a dependent child (or children), spouse, or employee. As evidence, you must submit a bill or receipt from the school that indicates the amount required for tuition and room and board is unpaid, proof of accreditation of the school, and proof of dependency of the child.
- Expenses for the purchase or construction of a primary residence in which you will reside. As evidence of your need, you must submit a copy of a signed sales contract signed by both the buyer and seller, which shows the required deposit, and a copy of the Good Faith estimate showing the closing costs. Note that repairs to your home or building, or an addition being made to your home, are not allowable expenses under this provision.

You may, on a one-time basis, override the 50% maximum distribution limitation for a financial hardship distribution and obtain up to 90% of your account balance for the purchase of a primary residence for the first time. Any subsequent requests to purchase a primary residence will be limited to 50% of your Account balance.

- Payment to avoid a mortgage foreclosure on your primary residence, including the sale of such property for the collection of unpaid taxes or levies. As evidence of your need, you must submit (in the case of a foreclosure or tax sale) copies of letters from the mortgage holder threatening foreclosure or from the governmental agency seeking the sale of the property to satisfy unpaid taxes (final notice by mortgage institution accelerating and/or calling the loan in default).
- Expenses to prevent eviction from your rental property of residence. As evidence of your need, you must submit a copy of the formal eviction or a quit possession notice.

- Expenses for bond and/or bail for jail or imprisonment of you, your spouse, or your child. As evidence of your need, you must submit a copy of the court order establishing bond and/or bail.
- Expenses for legal defense or litigation when represented as an immediate and heavy financial burden for you. As evidence of your need, you must submit a copy of the attorney bills or retainer agreement, or invoices for unpaid litigation expenses. You must also provide a representation by you that other reasonable avenues were unavailable to satisfy this financial obligation.

You are limited to one financial hardship distribution every 12 months, except for distributions related to tuition expenses, which can be requested twice every 12 months per child.

***If you have paid an expense and seek reimbursement, regulations do not consider this a financial hardship.***

### **Applying for a Financial Hardship Distribution**

Your application for a financial hardship distribution must be made in writing to the Board of Trustees and must include all of the information necessary to document the particular financial hardship. If you are married, the written consent of your spouse will be required in order for your withdrawal to be approved.

The determination of the existence of a financial hardship will be made by the Trustees in accordance with uniform and nondiscriminatory standards, based on your application, accompanying documentation and other known information. If you falsely submit evidence for a hardship distribution, you will become ineligible for future hardship distributions.

A financial hardship distribution (considering the approval process) may take up to 30 days to process.

## SECTION 7: HOW YOUR BENEFIT IS DISTRIBUTED

Before you apply for your benefit, you need to decide how you want to have it distributed. You can choose the manner in which you would like to receive your benefit, either as an annuity or in one of several optional payment forms, as explained later in this section.

If the value of your Account is under \$5,000, your benefit will automatically be paid in a lump sum. Typically, distributions are paid in a lump sum. If the value of your Account is \$5,000 or more, the normal form of payment depends on your marital status.

### Normal Forms of Payment

The normal form of payment for single participants is a Single Life annuity and the normal form of payment for married participants is a 50% Joint and Survivor benefit. If you are married, you have the option to elect either a 75% or a 100% Joint and Survivor benefit option in lieu of the 50% Joint and Survivor benefit.

***If you choose an annuity, the Plan will use the balance in your Account to purchase an annuity from John Hancock.*** Once the annuity is purchased, the Fund has no further responsibility for your benefit. You or your spouse will need to coordinate with John Hancock on any issues concerning your benefits.

An annuity is a contract or agreement that provides you (or your beneficiary) with fixed payments on an investment for life. John Hancock assumes responsibility for annuity payments. Contact the Fund Office for information.

### Single Life Annuity—If You Are Not Married

***If you are not married,*** the normal form of payment is a Single Life annuity. A Single Life annuity provides monthly payments to you for your lifetime. However, if the value of your Account is less than \$5,000, your benefit will automatically be paid in a single lump sum. Once you receive a lump sum distribution, the Fund has no further responsibility for your Account. You will need to coordinate with John Hancock on any issues concerning your benefits.

You may waive the Single Life annuity form of payment and have your benefit paid in one of the following optional forms:

- In the form of a lump sum payment, which you can choose to roll over into an IRA or eligible retirement plan; or
- In periodic payments of equal amounts (if you die before receiving all periodic payments, the remaining payments will be distributed to your beneficiary); or
- If you are collecting a monthly pension from the Connecticut Plumbers and Pipefitters Pension Fund, in lieu of monthly distributions, you may elect to receive up to four distributions from your Account each calendar year in minimum amounts of \$1,000. If payment of a distribution results in your Account balance falling below \$1,000, your entire remaining Account balance will be distributed to you. You must submit an application to the Fund Office each time you elect to receive one of the four distributions; or
- You can receive any combination of the above.



In order to waive the Single Life annuity form of payment, you must file a written application with the Fund Office.

Generally, and except as previously mentioned, no benefits are paid after your death or when you receive a lump sum distribution prior to your death.

### **Joint and Survivor Benefit—If You Are Married**

**If you are married**, your Account balance is normally used to buy a “lifetime Joint and Survivor annuity” from the insurance company, which then provides a monthly payment to you for as long as you live. The normal form of payment is a 50% Joint and Survivor benefit. A 75% and 100% Joint and Survivor benefit are also available.

If your Account is distributed in the form of a Joint and Survivor benefit, you receive a reduced monthly benefit for life. Then, if you die before your spouse, your spouse receives a monthly benefit equal to 50%, 75% or 100% of the amount you were receiving until he or she dies, depending on the percentage distribution you and your spouse elect. Once the annuity is purchased from John Hancock, you and your spouse will need to coordinate with John Hancock on issues regarding payments or any survivor benefits.

In order for your spouse to be considered a qualified spouse who is eligible to receive a 50%, 75% or 100% Joint and Survivor benefit, you must be legally married under Connecticut law. A

The 50%, 75% and 100% Joint and Survivor benefits provide a reduced monthly benefit to you for life. If you die before your spouse, for the remainder of his or her life, your surviving spouse will receive a monthly benefit equal to 50%, 75% or 100% of the amount you were receiving.

#### **Examples of a Joint and Survivor Benefit:**

- #1. **A 50% Joint and Survivor Annuity.** Larry retired with a 50% Joint and Survivor annuity and received a monthly benefit from John Hancock in the amount of \$2,000. Upon his death, Larry’s wife contacted John Hancock to obtain her benefit and subsequently receives \$1,000 each month for the rest of her life, which equals 50% of Larry’s \$2,000 monthly benefit.
- #2. **A 75% Joint and Survivor Annuity.** Bill retired with a 75% Joint and Survivor annuity and received a monthly benefit from John Hancock in the amount of \$2,000. Upon his death, Bill’s wife contacted John Hancock to obtain her benefit and subsequently receives \$1,500 each month for the rest of her life, which equals 75% of Bill’s \$2,000 monthly benefit.
- #3. **A 100% Joint and Survivor Annuity.** Janet retired with a 100% Joint and Survivor annuity and received a monthly benefit from John Hancock in the amount of \$2,000. Upon her death, Janet’s husband contacted John Hancock to obtain his benefit and subsequently receives \$2,000 each month for the rest of his life, which equals 100% of Janet’s \$2,000 monthly benefit.

former spouse is also considered an eligible spouse if so provided under a Qualified Domestic Relations Order (QDRO), as explained on page 7-4.



## Waiving the Joint and Survivor Benefit

You will receive a written notice from the Plan, which will explain the financial effect of waiving the Joint and Survivor benefit. Upon receiving the notice, you may waive receiving this form of payment and elect to receive one of the following optional forms of payment:

A single lump sum distribution (which you may be eligible to roll over to another “qualified” plan or an IRA);

- Equal monthly installments. You can change the amount of the monthly payment you receive at any time but no more frequently than once every 12 months. If you die before your Account has been completely paid out, any balance due will be paid to your beneficiary. This option is not a guaranteed annuity from an insurance company, but a means to allow you to draw on your Account over time. This option allows you to direct the investments in your Account and draw a monthly payment as long as there is a balance sufficient to cover the payments; or
- A fixed monthly annuity (the normal form for single people, an option if you’re married). This is a contract between you and the insurance company, independent of the Fund, to guarantee payments. A lump sum amount is transferred to the insurance company and at your direction, a specific form of an annuity is purchased; or
- A combination of the above (for example, part of the benefit paid as a lump sum and part rolled over to an IRA or to purchase an annuity).

In order to properly reject the Joint and Survivor benefit, you must file a written rejection of the benefit with the Trustees, on a form provided by the Fund Office, within the 180-day period prior to your Annuity Starting Date (as defined in the Glossary on page 38). The rejection of the Joint and Survivor benefit must be accompanied by the written consent of your spouse acknowledging the effect of the election. Your spouse’s consent must be witnessed by a Commissioner of the Court or notary public. His or her consent is not required if it is established to the satisfaction of the Trustees that:

- There is no spouse;
- Your spouse cannot be located;
- That you and your spouse are legally divorced as recognized by the state of Connecticut;
- That you have been abandoned by your spouse as confirmed by court order; or
- Such other circumstances exist as the Secretary of the Treasury may prescribe by regulation.

If your spouse is legally incompetent, consent may be given by his or her legal guardian, which includes you if you are authorized to act in such capacity. If your spouse cannot be located, distribution of your Account will be limited to one-half of the Account balance as of the last Valuation Date. The remaining balance will be held in your Account until either a rejection or release form is received from your spouse, evidence is provided that you are no longer legally married, or that your spouse is deceased.

You may revoke your waiver of the Joint and Survivor benefit, without the consent of your spouse or any other beneficiary, at any time during the 180-day period prior to your Annuity Starting Date. However, any subsequent waiver must be accompanied by the written consent of your spouse.

A waiver of the Joint and Survivor benefit will not be effective if given more than 180 days before your Annuity Starting Date.

### **Pre-Retirement Survivor Annuity**

If you die before your benefit begins to be distributed, your Account may be paid to your spouse or beneficiary in the form of a Pre-Retirement Survivor Annuity. Refer to the section entitled ***“If You Die Before Payments Begin”*** for further details.

### **Rollovers/Transfers**

You may direct that all or part of your Account be transferred directly to an IRA or an eligible retirement plan. This is called a “direct rollover.” Note that you cannot elect a direct rollover of less than \$200 in a single calendar year. Income tax will be withheld from any distribution that is paid directly to you at a rate of 20%, even if you intend to roll over a portion or all of the distribution. Any portion of your distribution that is not rolled over is taxable in the year in which you receive it. Refer to page 30 for more information on Direct Rollovers.

In addition, the Plan will accept a lump sum distribution that you are eligible to receive from another qualified Local United Association of Plumbers and Pipefitters annuity plan or another qualified defined contribution plan, provided the distribution is transferred directly to the Plan by the trustee(s) of the other plan (i.e., in a Trustee-to-Trustee transfer). The Plan will not accept such a distribution if it is provided to you first.

### **Qualified Domestic Relations Orders (QDROs)**

Under the terms of a Qualified Domestic Relations Order (QDRO), certain payments can be made from your Account to pay alimony, child support, or to cover marital property. You are notified when and if the Fund Administrator receives a QDRO. If you have questions about QDROs or want to receive a copy of the Plan’s QDRO procedures without charge, please contact the Fund Office.

## **SECTION 8: IF YOU DIE BEFORE PAYMENTS BEGIN**

If you die before payment of your benefit begins, the current value of your Account will be paid to your spouse or other beneficiary in the manner specified in this section. Your spouse or beneficiary will need to file an application for benefits with the Board of Trustees and provide proof of your death and any evidence requested that validates his/her right to receive your benefit.

### **If You Are Married**

If you are married and die before your benefit is distributed, your spouse is automatically your beneficiary for 100% of your Account balance and will be entitled to a Pre-Retirement Survivor Benefit. In such case, your Account balance will be used to purchase an annuity for the life of your surviving spouse, unless you elected or your spouse subsequently elects another form of benefit. If your Account balance is less than \$5,000, the entire balance will automatically be distributed to your spouse in a lump sum.

You can elect to waive this pre-retirement benefit or elect a beneficiary other than your spouse to receive this benefit; however, your spouse's witnessed, written consent is required.

If your Account balance is \$5,000 or more, your surviving spouse may waive purchasing an annuity and elect to receive the distribution as follows:

- In one lump sum;
- In installments;
- In partial lump sum distributions of at least \$1,000, up to four times per year;
- In annual payments in equal amounts over a period of years (but not longer than 15 years); or
- A combination of the above.

In addition, your spouse may choose to defer payment of the benefit and continue to maintain an Account under the Plan. Contact the Fund Office for more information.

### **If Your Spouse Elects Otherwise or You Are Not Married**

If your spouse requests that the death benefit not be paid in the form of a Pre-Retirement Survivor Annuity, or if you are not married and the death benefit is payable to your beneficiary, the benefit will be distributed in the same manner previously listed—as a lump sum, in installments, in partial distributions, in annual payments, or in a combination form.



## SECTION 9: CLAIMS AND APPEALS

### Applying for Benefits

In order to receive benefits, you must submit a completed application form to the Fund Office. When you apply for a distribution from the Plan, John Hancock will provide you with a “relative value” statement. This written statement will include:

- A description of the Plan’s normal and optional payment forms and the eligibility requirements for each;
- The amount your Plan benefit would be if it were paid in the normal payment form; and
- A description of the financial effect of electing an optional payment form.

Contact John Hancock at (800) 294-3575 for more information about the relative value statement.

Note that if you elect a monthly annuity option, your Account balance will be transferred to John Hancock and you will have to enter into an annuity contract directly with John Hancock.

Benefit payments cannot start until at least 30 days after the Plan advises you of the available payment options. However, you (and your spouse, if you are married) may consent to an earlier distribution at any time at least seven days after you receive the explanation of payment options. In either case, you may change your payment election at any time before payment starts or is made.

It is important that you keep the Fund Office informed of your current address and phone number, so as to avoid a delay in your benefit payments.

### Information to be Furnished

You will need to provide the Board of Trustees with any information or proof reasonably required to determine your benefit rights. The Trustees will rely on any information you provide when reviewing your application and, unless such reliance is arbitrary or capricious, the Trustees’ determination will be final and binding and will discharge the Fund and the Trustees from liability to the extent of the payments made.

Before your payments begin, you must file a statement concerning your marital status. In the event the Trustees determine you made a false statement concerning your marital status or any other information, they have the right to recover the amount of any payments made based on those false statements, including legal expenses incurred in connection with the recovery.

The Trustees will be the sole judges of the standard proof required in any case, subject to the requirements of the law.



## Preliminary Decision

Generally, the Trustees will make a preliminary decision on your application within 90 days of its receipt. Under special circumstances, this initial period may be extended an additional 90 days. If such an extension is needed due to circumstances beyond the control of the Plan, you will be notified, in writing, prior to the end of the initial 90-day review period. The notice will indicate why the extension is needed and when you can expect a decision on your application. To protect your rights, you should contact the Fund Office if you have not received a response within 90 days after filing your application.

If additional information is needed before a decision can be made on your application, you will have 45 days to provide the additional information. If you do not provide the information, a decision on your application will be made based on the existing information after the end of the 45-day period. Once your application is approved, benefits are paid as soon as administratively possible.

## If Your Application is Denied in Whole or in Part

If your application for benefits is denied, in whole or in part, the Trustees will provide notice to you, in writing, within 90 days of receiving your application. The written notice will include:

- Specific reason(s) for the denial;
- Specific reference(s) to the Plan provision(s) on which the denial is based;
- A description of any additional material or information necessary for you to perfect your claim, as well as an explanation of why such material or information is necessary;
- An explanation of the Plan's claim review procedures; and
- A statement of your rights, under ERISA Section 502(a), to bring a civil action once you have exhausted the Plan's claims and appeal procedures.

In the case of a claim for a disability benefit, the notice of denial must be provided within 45 days, with up to two 30-day extensions for special circumstances as long as you are notified of the delay and when a decision is expected. The notice of denial will include an explanation of any internal rules, guidelines or protocols relied on in making the decision. You will also be advised that you can get a copy of the internal rule, guideline or protocol on request, free of charge.

## Appeal Procedures

You or your authorized representative may file a written appeal, which should be directed to the Board of Trustees no later than 60 days after you receive notice that your application for benefits has been denied (180 days in the case of a disability). You will need to submit, in writing, the reason that you think your application should not have been denied, along with any additional information or documents that are relevant to the review of your application.

You also have a right to submit additional proof that you are entitled to benefits, and to review pertinent documents such as copies of the Plan Document or special information relating to your application free of charge (see ***“Your Rights Under the Employee Retirement Income Security Act of 1974 (ERISA),”*** on page 36). You may also submit comments in writing.

You or your beneficiary will then be given an opportunity to have a full and fair review of your claim.

## **Appeal Decisions**

The Trustees will make a full review of each appeal and make a final decision or recommendation in writing no later than the date of the Trustees' meeting that occurs after the Plan's receipt of the request for review. However, if the request is filed within 30 days of that meeting, a decision will be made at the second meeting that occurs following receipt of the request for review.

If an extension of time is needed to make a decision on your appeal, you will be notified in writing or electronically before the extension begins. A decision will be rendered as soon as possible thereafter, but not later than the third Trustees' meeting following receipt of the request for review.

In the event you do not receive written notice of an extension or a written notice of the decision on review within a reasonable time after the date of the Trustees' meeting, you may assume the claim has been denied.

The Trustee's written decision will include specific reasons for the decision as well as specific references to pertinent Plan provisions on which the decision is based. If the decision is to uphold the original denial, the notice will include:

- Specific reason(s) for the denial;
- Specific reference(s) to the Plan provision(s) on which the denial is based;
- A statement that you are entitled, upon request and free of charge, to reasonable access and copies of all relevant documents, records, and information; and
- A statement of your rights, under section 502(a) of ERISA, to bring a civil action once you have exhausted the Plan's claims and appeal procedures.

The decision of the Trustees is final and binding. You (or any person acting on your behalf) cannot bring a lawsuit against the Plan to recover benefits if you do not request a review in accordance with the Plan's procedures.

## **Arbitration**

If you disagree with any denial by the Board of Trustees of any claim you submit, you can submit such claim to a person acting as an arbitrator selected under and in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association for determination. However, such determination **will not** be binding on you, the Plan or the Trustees. Payment of the fees and expenses of the person acting as arbitrator will be shared equally by you and the Annuity Fund.

## **Distributions to Minors or Incompetent Persons**

If it is determined that either you or your beneficiary is a minor or is unable to care for your affairs because of mental or physical incapacity, any annuity payments that are due to either of you will be paid to you or your beneficiary's:

- Legal guardian or conservator; or
- Any relative by blood or marriage; or
- An institution or agency that is contributing toward or providing for your care.

Payment by the Trustees to such legal representative, relative or institution will discharge the Trustees from all liability to you, your spouse, your beneficiary, or to anyone representing you or your interest. The Trustees will have no duty or obligation to see that the funds are used or applied for the benefit of you, your spouse or your beneficiary.

## **Recovery of Overpayment**

If you or your beneficiary are overpaid or otherwise paid in error, you must return the overpayment. The Board of Trustees will have the right to recover any benefit payments made in error, as well as any benefit payments made that were based on false or fraudulent statements, or on information or proof submitted. Amounts recovered may include interest and costs.

In the event you are overpaid, the Fund Office will request a refund. If the refund is not received, the amount of the overpayment will be deducted from future benefits, or a lawsuit may be initiated to recover the overpayment.

## SECTION 10: TAX CONSIDERATIONS

The amount of current taxes due on your distribution depends on how and when you receive your distribution from the Plan. For instance, whenever a taxable distribution is paid directly to you or your beneficiary, 20% of the distribution will automatically be withheld to pay federal income taxes. The entire distribution is considered taxable income in the year it is received.

There may be ways to defer or reduce the amount of taxes otherwise due—for example, by “rolling over” a lump sum distribution to certain Individual Retirement Accounts (IRAs) or an eligible retirement plan (refer to the next section titled **Direct Rollovers**). When you retire or terminate employment, the Fund Office will give you a notice that explains these methods in detail.

To determine the best way for you to receive a distribution of your Account and the tax consequences of any payments you receive, it is a good idea to consult a qualified tax advisor.

### Penalty Tax

The Internal Revenue Service provides tax qualification for the Annuity Fund when certain conditions and restrictions are met by the Fund. The benefit to you of continued tax qualification is that contributions and earnings made to your Account are not included in your annual gross income and are not subject to income tax until you receive a distribution. In return for this benefit, the IRS limits access to your Account essentially to retirement, termination of employment, disability, or death.

In addition to withholding 20% for federal income taxes, a 10% penalty tax may apply if a distribution is made before you reach age 59½, unless the balance is rolled over to an IRA or eligible retirement plan. The 10% penalty tax will not apply to distributions paid to you as equal (or almost equal) payments over your life or your and your beneficiary’s lives.





## SECTION 11: DIRECT ROLLOVERS

If you or your spouse receives an eligible rollover distribution from the Plan, you may defer payment of the 20% withholding tax (and additional 10% penalty tax, if applicable) by rolling over the taxable portion of your distribution directly from the Plan to an eligible retirement plan that accepts rollovers, including a Roth IRA.

To be considered an eligible retirement plan, a plan must accept eligible rollover distributions and be:

- An individual retirement account described in Section 408(a) of the Code;
- An individual retirement annuity described in Section 408(b) of the Code;
- A qualified trust described in Section 401(a) of the Code;
- An annuity plan described in Section 403(a) of the Code;
- An annuity contract described in Section 403(b) of the Code;
- A Roth IRA under Section 408A of the Code; and
- An eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from the Plan.

Your surviving spouse or beneficiary (including certain alternate payees under a QDRO) who receives a distribution may also roll over the benefits to an eligible retirement plan. However, your non-spouse beneficiary is only eligible to roll over a lump sum benefit directly to an individual retirement account or annuity described under Section 408(a) or (b) of the Internal Revenue Code or a Roth individual retirement account or annuity. Such individual retirement account or annuity will be considered an inherited IRA.

**Any portion that is not rolled over is taxable in the year in which it is received. A 20% withholding tax must be withheld for federal taxes from any distribution that is paid directly to you. Therefore, if you roll over your full distribution after payment is made directly to you, you must replace the 20% difference. If you do not make up the 20% difference, the 20% that was withheld for federal taxes will be considered taxable income to you in the year of the distribution.**

You have an eligible rollover distribution if the distribution is for the entire or any portion of your benefits due to you under the Plan.

In addition, the Plan will accept a lump sum distribution that you are eligible to receive from another qualified Local United Association of Plumbers and Pipefitters annuity plan, provided the distribution is transferred directly to the Plan by the trustee(s) of the other plan (i.e., in a trustee-to-trustee transfer). The Plan will not accept such a distribution if it is provided to you first.



Note that you cannot elect a direct rollover of a distribution of less than \$200 in a single calendar year, and you *cannot* roll over a payment if it is part of a series of equal (or almost equal) payments that are made at least once a year and that will last for:

- Your lifetime (or your life expectancy);
- Your lifetime and your beneficiary's lifetime (or life expectancies);
- A period of 10 or more years;
- Any distribution not included in gross income; or
- Any amount that is distributed on account of hardship.

Beginning in the year you reach age 70½, a certain portion of your payment cannot be rolled over because it is a required minimum payment that must be paid to you.

## SECTION 12: PLAN ADMINISTRATION INFORMATION

<b>Official Plan Name</b>	Connecticut Pipe Trades Local No. 777 Annuity Plan	
<b>Employer Identification Number</b>	06-1441857	
<b>Plan Number</b>	001	
<b>Plan Year</b>	July 1 – June 30	
<b>Type of Plan</b>	Defined Contribution Profit-Sharing Plan	
<b>Board of Trustees</b>	<b>Labor Trustees</b>	<b>Management Trustees</b>
	Peter Alfieri (Co-Chairman) U.A. Local 777 1250 East Main Street Meriden, CT 06450	Kristen Brainerd (Co-Chairwoman) Mechanical Contractors Association of Connecticut 200 Executive Boulevard, Suite F Southington, CT 06489
	John J. More U.A. Local 777 1250 East Main Street Meriden, CT 06450	Edward G. Carvalho M. J. Daly Company 110 Mattatuck Heights Waterbury, CT 06705
	John T. Higgins, Jr. U.A. Local 777 1250 East Main Street Meriden, CT 06450	Joseph Gasparrini 92 Ema Drive P.O. Box 1769 Milford, CT 06360
	Michael Rosario U.A. Local 777 1250 East Main Street Meriden, CT 06450	Ronald Ruotolo Ruotolo Plumbing & Heating, LLC 29 Printers Lane New Haven, CT 06519
<b>Fund Administrator</b>	Connecticut Pipe Trades Benefit Funds Administration, Inc.  Michael W. Daly, Executive Director 1155 Silas Deane Highway Wethersfield, CT 06109 (800) 848-2129 or (860) 571-9191	
<b>Agent for Service of Legal Process</b>	Legal process may be served on Executive Director Michael W. Daly at the above address for the Fund Administrator, or on any member of the Board of Trustees.	



## ***Purpose***

The purpose of the Plan is to provide retirement, disability and death benefits for eligible participants and their beneficiaries. The Plan was established with the intent that it will meet all of the requirements for qualification of the Plan and the Trust as a profit-sharing plan under Sections 401(a) and 501(a) of the Internal Revenue Code.

## ***No Assignment of Benefits***

No participant, spouse or beneficiary entitled to any benefits under the Plan will have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate or impair in any manner his/her legal or beneficiary interest, or any interest in assets of the Plan or benefits of the Plan. Neither the Plan nor any of its assets will be liable for the debts of any participant, spouse or beneficiary entitled to any benefits under the Plan.

## ***Qualified Domestic Relations Orders***

Benefits will be paid in accordance with a Qualified Domestic Relations Order (QDRO) as defined in ERISA Section 206(d)(3) of the Retirement Equity Act of 1984, and with written procedures adopted by the Trustees in connection with such orders, which will be binding on all participants, beneficiaries and other parties. In no event will the existence or enforcement of a QDRO cause the Plan to pay benefits in excess of the value of a participant's benefits without regard to the order, and benefits otherwise payable under the Plan will be reduced by the value of any payment ordered to be made under a QDRO.

## ***Powers and Duties***

The Trustees will have the power consistent with the Collective Bargaining Agreement and the Trust Agreement to promulgate and establish rules and regulations for the administration and operation of this Plan. In addition, the Trustees will have the power to formulate and establish the conditions of eligibility for benefits, the qualifications for benefits upon retirement or disability, and the method of providing benefits.

## ***Actions of the Trustees to Be Uniform***

Any discretionary actions to be taken under this Plan by the Trustees with respect to the classification of participants, contributions or benefits will be uniform in their nature and applicable to all participants similarly situated.

## ***Amendments to the Plan***

The Trustees reserve the right, at any time and from time to time, to modify or amend this Plan in whole or in part (including retroactive amendments to the extent permitted by law) by resolution at a meeting of the Trustees or by the execution of a written instrument; provided, however, that:

- No amendment will cause or permit any part of the assets of the Plan to be diverted to or used for purposes other than for the exclusive benefit of the participants and their beneficiaries or as would cause or permit any portion of such assets to revert to or become the property of any employer; and
- No amendment will retroactively deprive any participant or beneficiary of any benefit to which he was otherwise entitled immediately prior to such amendment, except as provided by law.

In addition, no amendment will increase the rights, duties or responsibilities of the Union, or the Association without their prior written consent.

### ***Termination of the Plan***

The Trustees, the Union and the Association, by mutual agreement, reserve the right to terminate this Plan at any time in accordance with the terms and provisions of the Trust Agreement. Upon the termination or partial termination of this Plan, the amount credited to the Accounts of each participant, after all adjustments have been made in accordance with the Plan, will be fully vested and nonforfeitable. Benefits under this Plan are not insured by the Pension Benefit Guaranty Corporation (PBGC) because this Plan is a defined contribution plan, which is not subject to title IV of the Employee Retirement Income Security Act of 1974 (ERISA).

### ***Liability of Contributing Employers***

In the event of the termination of this Plan, the liability of each employer, if any, will be determined in accordance with the provisions of the Trust Agreement and the Employee Retirement Income Security Act of 1974, or any rulings or regulations issued thereunder, or any other governing law.

### ***Merger, Consolidation, or Transfer of Assets***

The Plan will not be merged or consolidated with, nor will the assets or liabilities be transferred to, any other retirement plan unless each participant in the Plan would receive a benefit immediately after the merger, consolidation, or transfer that is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation, or transfer if the Plan had then terminated.

### ***Encumbrance of Benefits***

In the event a participant or beneficiary who is receiving or who is entitled to receive benefits under the Plan attempts to assign, transfer or dispose of such right, or if an attempt is made to subject that right to such a process, that assignment, transfer or disposition will be null and void.

### ***State and Applicable Law***

To the extent that state law applies, all questions pertaining to the validity, construction and administration of this Plan will be determined in accordance with the laws of the state of Connecticut.

This Plan is intended to comply with the Employee Retirement Security Act of 1974 and with the requirements for tax qualification under the Internal Revenue Code.

### ***Invalid Provisions***

In the event any provision of the Plan is held to be illegal or otherwise invalid under any applicable federal or state law, such illegal or invalid provision or provisions will have no force or effect and the remainder of the Plan will be construed as though such provision or provisions had never been contained in the Plan Document.

### ***Top-Heavy Provisions***

Federal law requires that if the Plan becomes a top-heavy plan as described in the Internal Revenue Code, minimum contributions may apply. In the unlikely event that the Plan becomes top-heavy, participants will be notified accordingly.

## **SECTION 13: YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

As a participant in the Connecticut Pipe Trades Local No. 777 Annuity 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 certain rights, as outlined below.

### ***Receiving 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, including insurance contracts, 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 Fund Administrator, copies of documents governing the operation of the Plan, including insurance contracts, Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description (the Fund Administrator may make a reasonable charge for the copies);
- Receive a copy of the Plan's annual financial report. The Fund Administrator is required by law to furnish each participant with a copy of this summary annual report; and
- Obtain a statement telling you whether you have a right to receive a benefit at Regular Retirement Age (generally age 65) and if so, what your benefits would be at Regular Retirement Age if you stop working under the Connecticut Pipe Trades Local No. 777 Annuity Plan. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan will 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 an 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 an annuity benefit or exercising your rights under ERISA.



## **Enforce Your Rights**

If your application for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's claims and appeals procedures.

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 Fund 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 Fund Administrator.

If you have an application for benefits that 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 the Plan, you should contact the Fund 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 Fund Administrator, you should contact the Employee Benefits Security Administration, U.S. Department of Labor, at:

*Nearest Regional Office*  
Boston Regional Office  
JFK Federal Building  
15 New Sudbury St., Room 575  
Boston, MA 02203  
617-565-9600

*National Office*  
Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue, NW  
Washington, DC 20210  
866-444-3272

You may also find answers to your questions and learn more about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration (EBSA) or by visiting the EBSA's website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).



## SECTION 14: GLOSSARY

### **Annuity Starting Date**

**Annuity Starting Date** means the first day of the first month for which a benefit is paid to a participant under the Plan, provided that on that date the participant:

- Is eligible for a benefit;
- Has filed a completed application for benefits, which:
  - Contains the consent of the participant and the consent of the participant's spouse, if the Joint and Survivor form of payment is rejected;
  - Is given not more than 180 days before the Annuity Starting Date and after receipt of the information from the Fund Office; and
  - Has been approved by the Trustees; and
- Has received the written explanation of benefits, if applicable, at least 30 days, but not more than 180 days, prior to the Annuity Starting Date. In any event, the Annuity Starting Date will not be later than the April 1 following the calendar year in which the participant reaches age 70½, unless the participant continues in Covered Employment and elects not to begin receiving minimum required distributions.

### **Application for Benefits**

**Application for Benefits** means the form provided by the Trustees, which will be completed by the participant, beneficiary or spouse and filed with the Trustees in advance of the Annuity Starting Date.

### **Association**

**Association** means the Mechanical Contractors Association of Connecticut, Inc., a corporation organized and existing under the laws of the State of Connecticut, having its principal office in Connecticut, and including its successors and assignees.

### **Beneficiary**

**Beneficiary** means the person(s) designated to receive any benefits under the Plan, or estate if there is no beneficiary under the Plan's default procedures, upon the death of a participant.



## **Collective Bargaining Agreement**

**Collective Bargaining Agreement** means the respective Collective Bargaining Agreement entered into by and between Local No 777 and the Association (acting for and on behalf of its member employers) or any other labor agreement, participation agreement, or other written agreement between a contributing employer and the Union, and their successors and assigns, as now in effect, together with any amendments thereto or extensions or renewals thereof, or other collectively bargained agreements subsequently entered into by and between the Union and the Association, or any other employer, requiring contributions to the Annuity Fund.

## **Covered Employment**

**Covered Employment** means employment with an employer that is required to make contributions to the Annuity Fund in accordance with the Collective Bargaining Agreement or any other agreement that serves as the basis for an employer's participation as an employer.

## **Employee**

**Employee** means any person covered under the terms of a Collective Bargaining Agreement between a contributing employer and the Union. Employee also means an employee of Plumbers and Pipe Fitters Local No. 777, any related Trust Funds of the Union or any other organization which is required under a Participation Agreement to make contributions to the Annuity Fund for such employee at the same rate fixed for other employees as required by the Trustees, except as noted below. The term "Employee" will not include any individual who is self-employed, a partner or majority stockholder of an employer or a member in a Limited Liability Company, unless the employer certifies to the Trustees that the following conditions are met:

- The contributing employer is incorporated; and
- Such person does not own more than 50% of the capital stock but maybe an officer of the company; and
- Such person works at least 50% of the time as a plumber or steamfitter, which would otherwise be recognized as Covered Employment.

An employee who qualifies by satisfying the above requirements will be required to have contributions remitted each month for at least the standard number of hours worked each week pursuant to a Collective Bargaining Agreement or Participation Agreement.

For purposes of participation, vesting, nondiscrimination and benefit limits, all leased employees, as defined in Code Section 414(n) or 414(o), who have performed services for a contributing employer on a substantially full-time basis for a period of at least one (1) year and who have performed such services under the primary direction or control of the recipient, will be treated as employed by a contributing employer, except to the extent such leased employees are excluded under the safe harbor exemption of Code Section 414(n)(5).

## **Employer**

**Employer** means:

- Any employer who has signed a Collective Bargaining Agreement with the Union or a letter of assent to be bound by the Collective Bargaining Agreement;
- The Union or other employee benefit funds of the Union; provided the Union or its other employee benefit Funds agrees in writing with the Trustees to make contributions to the Annuity Fund for its employees on the same basis as the employees who are covered under the Collective Bargaining Agreement;
- Any employer, regardless of whether such employer qualifies as an employer as listed above, provided the employer agrees in writing with the Trustees to make contributions to the Annuity Fund for its employees on the same basis as employees who are covered under the Collective Bargaining Agreement.

## **Fund, Annuity Fund, or Trust Fund**

**Fund, Annuity Fund, or Trust Fund** means the entire trust estate comprising the Connecticut Pipe Trades Local No. 777 Annuity Fund established under the Trust Agreement including, without limitation, all assets, contributions, net investments, net incomes, and all other properties (real, personal or intangible) received by the Trustees and held in trust for the purposes set forth in the Trust Agreement and this Plan.

## **Industry**

**Industry** means work as a plumber or steamfitter in a job classification and geographic area covered by the Collective Bargaining Agreement(s).

## **Internal Revenue Code**

**Internal Revenue Code** means the Internal Revenue Code of 1986 together with all amendments, modifications or changes thereto.

## **Investment Fund(s)**

**Investment Fund(s)** means the Investment Funds selected by the Trustees with the advice of a registered investment advisor, in accordance with the requirements of Section 404(c) of ERISA and regulations thereof, and communicated to participants. Such Investment Funds may be changed from time to time by the Trustees, in their sole discretion and in accordance with the Trust Agreement.”

## **Marriage**

**Marriage** means a lawful marriage under state law.

## **Normal Retirement Age**

*Normal Retirement Age* means age 65.

## **Plan**

**Plan** means the Connecticut Pipe Trades Local No. 777 Annuity Plan, established July 1, 1995 as restated and subsequently amended.

## **Plan Administrator or Administrator**

**Plan Administrator** or **Administrator** means the Board of Trustees.

## **Plan Year or Year**

**Plan Year** or **Year** means the 12-month period beginning on each July 1 and ending on the last day of June.

## **Qualified Domestic Relations Order**

**Qualified Domestic Relations Order** means any judgment, decree, order or approval of a property settlement agreement relating to child support, alimony payments or marital property rights to an alternate payee and made pursuant to state domestic relations law including a community property law, and determined qualified by the Plan.

## **Reciprocal Plan**

**Reciprocal Plan** means a pension or retirement plan with which this Plan has entered into a reciprocity agreement.

## **Spouse or Qualified Spouse**

For Annuity Starting Dates beginning on or after June 26, 2013, **Spouse** or **Qualified Spouse** means the individual to whom a participant is lawfully married under state law. . A domestic partner or an individual in a civil union will not be considered a spouse. A spouse will, to the extent provided in a QDRO, include a participant's former Spouse.

## ***Trust Agreement***

**Trust Agreement** means the Agreement and Declaration of Trust establishing the Connecticut Pipe Trades Local No. 777 Annuity Fund, together with any amendments.

## ***Trustees***

**Trustees** means the persons comprising the Board of Trustees of the Annuity Fund who are acting as the Employer Trustees and the Union Trustees pursuant to the provisions of the Trust Agreement, and their duly appointed successors in Trust.

## ***Union***

**Union** means Connecticut Plumbers and Pipefitters Local No. 777 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry (AFL-CIO), and includes its successors and assigns.

## ***Valuation Date***

**Valuation Date** means each business day on which the New York Stock Exchange is open. The Trustees may also establish interim Valuation Dates, which may be used to determine the Asset Value of a participant's Account as of such date.