

Connecticut Plumbers & Pipefitters Pension Fund

Summary Plan Description

2013 Edition

Connecticut Plumbers & Pipefitters Pension Fund

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March 2013

To All Participants and Beneficiaries:

This updated and revised Summary Plan Description (booklet) has been published to provide you with an explanation and summary of the amended and restated Connecticut Plumbers and Pipefitters Pension Plan. The Plan has been amended in the form of a completely Restated Plan effective April 1, 2010 to comply with recent legislation. The Plan was originally effective November 27, 1957.

This booklet describes the benefits under the Plan for Participants who work in Covered Employment after April 1, 2010. The booklet also contains a brief summary of Plan provisions previously in effect, and also those prior to the merger of the Local No. 84 Plan into this Plan as of January 1, 1995. All benefits vested that were accrued through December 31, 1994 by Participants under their respective prior Plans have been preserved. This booklet however, does not set forth the details of the Local No. 84 Plan provisions, which apply, to former Local No. 76, 218 and Local No. 84 members for service prior to December 31, 1994. The Plan provisions described throughout this booklet are those in effect since January 1, 1995 and apply to all Participants regardless of their prior Local Plan affiliation.

Within the requirement of the Pension Protection Act of 2006, continued efforts are being made to provide you and your beneficiary with the maximum benefits possible, within the financial constraints of the Fund.

It is important to remember when reading this Summary Plan Description that the facts and circumstances of a particular situation must be considered in accordance with the provisions of the Plan in effect during the time period when you accrued Pension Credit as a Participant. Those provisions may be different from the Plan presently in effect and contained in this booklet.

We urge you to read this booklet carefully in order to understand more fully this component of your retirement benefits provided by Local No. 777. We also suggest that you keep the booklet with your important papers, so that it will be readily available for future reference. If you have any questions or require any additional information regarding this Plan and how it affects your pension rights and benefits, you are encouraged to call or write the Fund Administrator for an explanation. For your protection, only the full Board of Trustees is authorized to interpret the Plan. To be official, any information or opinion concerning your rights under the Plan must be communicated to you in writing and signed on behalf of the Board of Trustees.

In addition, this booklet presents the information that must be made available to Plan participants in order to comply with the Employee Retirement Income Security Act of 1974 (ERISA), including a statement of participant's rights and protection under the law (see Section 21).

A copy of the amended and restated plan document may be obtained at the Fund Office.

This Plan is maintained pursuant to a Collective Bargaining Agreement by and between Local No. 777, United Association, and the Mechanical Contractors Association of Connecticut, Inc.

We hope that you will find this booklet helpful and that you and your family will enjoy the protection of the Plan for many years to come.

Sincerely,

BOARD OF TRUSTEES

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IMPORTANT TO REMEMBER

- Save this booklet. Put it in a safe place.
- Tell your family, particularly your spouse, about this booklet and where you keep it filed.
- If you lose your copy, you can ask the Fund Office for another.
- Notify the Fund Office promptly if you change your address. This is important so that the Trustees can keep you informed about the Plan and provide you with required notices. If you are a Pensioner or Beneficiary, a current address is essential to ensure receipt of your retirement benefits.
- If you have worked in Covered Employment for an extended period and you are leaving without definite plans to return in the near future, you may be vested and entitled to a retirement benefit payable when you reach retirement age. To protect your benefit rights, call or write the Fund Office. Arrangements will be made to furnish you with a statement of your accrued benefit and your rights under the Plan. When required, the Fund Office will also file a notice with the government so that the Social Security Administration can remind you of your pension rights when applying for a Social Security benefit.
- Each year, you will receive a statement of Pension Credits that you have earned during the preceding calendar year and your accumulated work history reflecting the hours you have worked in Covered Employment each calendar year. It is important that you review that statement carefully. If you believe that you have earned more credit than appears on that statement, **you should immediately write the Board of Trustees** and explain why you believe you are entitled to additional Pension Credit. The Board will carefully investigate all such claims. Unfortunately, some Participants wait until the time they are about to retire to make claims for additional credit and by then it may be impossible for the Board to obtain the information necessary to validate a claim.

INTRODUCTION

This booklet is a brief, general and simplified description of the most important provisions of the Pension Plan written in nontechnical language. Your pension rights, however, are governed and determined by the amended and restated Plan itself. Nothing in this Summary Plan Description is meant to interpret, alter, extend or change in any way the provisions, requirements and conditions expressed in the complete text of the amended and restated Plan document.

ONLY THE BOARD OF TRUSTEES IS AUTHORIZED TO INTERPRET THE PLAN OF BENEFITS DESCRIBED IN THIS SUMMARY PLAN DESCRIPTION. NO OFFICER, BUSINESS MANAGER, BUSINESS AGENT, NOR ANY EMPLOYEE OF LOCAL NO. 777, NOR ANY EMPLOYER/ CONTRACTOR NOR ANY PERSON EMPLOYED BY THE CONNECTICUT PIPE TRADES BENEFIT FUNDS ADMINISTRATION, INC., NO CONSULTANT OR ATTORNEY EMPLOYED BY THE FUND AND NO INDIVIDUAL TRUSTEE IS AUTHORIZED. TO MAKE A BINDING INTERPRETATION OF THE PLAN, OR SPEAK FOR OR ON BEHALF OF THE BOARD OF TRUSTEES UNLESS SPECIFICALLY AUTHORIZED TO DO SO BY THE BOARD OF TRUSTEES.

The Board of Trustees has the exclusive right and discretionary authority to construe the terms of the Plan, to resolve any ambiguities and to determine any and all questions which may arise in connection with the application or administration of the Plan and the Trust Agreement pursuant to which the Plan has been adopted, including, by way of example only, eligibility for a pension or other benefit, the manner in which service is recognized, discontinuance of benefits, status as covered or non-covered employee and all questions concerning Pension Credit.

If a question arises regarding eligibility, amount or form of benefits, vesting or Pension Credits with respect to periods prior to January 1, 1995, which are not covered in this Summary Plan Description or in the amended and restated Plan as of April 1, 2010, the Board of Trustees will refer to the provisions of the prior applicable Plan in effect at the last time you were a Participant, or, if necessary, to the provisions of the Plan or Prior Plan in effect as of the date the question arose, provided, however, these have not been subsequently amended or deleted so as to make them null and void.

Pension benefits are subject to both federal and state income taxes. The amounts payable under the Plan as described in this Summary Plan Description are calculated before any deductions required by law and may not be the net amount receivable by the pensioner and/or his beneficiary.



1. PENSION PLAN TERMS

The following are general definitions of terms used in explaining the Pension Plan. Throughout this booklet, whenever the singular form of any word is used, it includes the plural and whenever the masculine gender is used, it includes the feminine.

A **Break-in-Service** will occur if you are not vested and you fail to complete 100 Hours of Service in any calendar year. There are exceptions to this rule explained in Section 4.

Unless certain conditions are met, a Break-in-Service can cause the loss of previously earned Pension Credits. This is known as a Permanent Break-in-Service. However, there are provisions for repairing a temporary Break-in-Service before it becomes permanent and also for curing a Permanent Break-in-Service.

Detailed explanations of what causes a Break-in-Service, what can make it permanent and how breaks can be repaired are in the section on “Break-in-Service” explained in Section 4.

Contributing Employer means an employer with employees represented by Local Union No. 777, along with Local 777 fringe benefit trust fund employees, including the Apprenticeship Training Trust, who have a Collective Bargaining Agreement with Local No. 777, the United Association, or a participation agreement, that requires contributions be made to the Pension Fund on behalf of its employees.

Covered Employment means employment that is performed while employed for a Contributing Employer in a job classification covered by a Collective Bargaining Agreement under which the Employer is bound to the Agreement and Declaration of Trust, for which contributions to this Fund are required to be made on your behalf. Covered Employment also means work as an Employee of an organization listed under the definitions of “Contributing Employer” under a written participation agreement.

Employee means any person who is employed under the terms of a Collective Bargaining Agreement, approved participation agreement or other agreement in writing between a Contributing Employer and Local Union No. 777 or the United Association which requires contributions to the Pension Fund as further defined in the Plan document.

Hours of Service means hours you work or are paid for while employed as a plumber/pipefitter in Covered Employment, along with certain periods of military service, family leave and disability. Hours of Service are used to determine your eligibility to participate in the Pension Plan, Pension Credits and Years of Vesting Service.

Participant means an Employee working in Covered Employment on whose behalf contributions to the Pension Fund are made by a Contributing Employer pursuant to a Collective Bargaining Agreement, and who has worked at least 1,000 hours in the first year (any consecutive 12 month period) and does not subsequently incur a temporary Break-in-Service. You will remain a Participant unless you incur a temporary Break-in-Service. The term also includes an individual who has established a vested right to benefits, whether or not active, and a beneficiary or any other person who is receiving or entitled to receive a pension.

Pension Credits are the credits earned for hours worked in Covered Employment or for which the Fund receives contributions on your behalf under a Reciprocal Agreement. Pension Credits determine your eligibility to participate and the amount of your pension benefit. Effective January 1, 1998, you need 1,200 hours in a calendar year to earn one (1) full Pension Credit. This should not be confused with the hours required to earn one (1) Year of Vesting Service. You can earn a fraction of a Pension Credit if you work at least 100 hours in any calendar year for which contributions are made to the Fund. A complete explanation appears in Section 3.



Pension Effective Date is the first day of the first month following completion of an application for benefits and its receipt by the Fund Office provided all the conditions for entitlement to a pension benefit have been satisfied. An Application must be received by the Fund Office at least seven (7) days in advance of the first of the month a Participant wishes to retire.

Prior Plan(s) means the former plan (either the Connecticut Plumbers and Pipefitters Pension Plan or the Plumbers and Steamfitters Local 84 Pension Plan and its predecessor plans) under which you were a Participant.

Qualified Spouse or Spouse the person to whom you are considered married under federal law (or a former Spouse designated by a court under a Qualified Domestic Relations Order). To be a Qualified Spouse, you and your Spouse must be legally married for at least 12 months. An individual who is legally separated is not a Qualified Spouse.

Vested Status means that you have achieved a 100% non-forfeitable right to your pension. Ways you can achieve Vested Status are discussed in Section 5.

Year of Vesting Service will be earned solely to determine your Vested Status. You can earn a Year of Vesting Service each calendar year as follows:

- One Year of Vesting Service for each Pension Credit (not including Supplemental Pension Credit), or
- One Year of Vesting Service for each Calendar Year in which you work in Covered Employment or are credited with Hours of Service for disability or other reasons and accumulate at least 1,000 Hours of Service.

2. PARTICIPATION

Participation

You can become a Participant in the Plan if you work at least 1,000 hours during a 12-month period in Covered Employment. You will then become a Participant on the following January 1 or July 1. In other words, initial eligibility to participate is not measured by employment in a calendar year but by employment in any 12-month period. It should be noted, however, that Pension Credit is only measured by calendar years.

If you were a Participant in the Plumbers and Steamfitters Local 84 Pension Plan on December 31, 1994 and you had not incurred a Break-in-Service as of that date, you automatically became a Participant in this Plan on January 1, 1995.

Termination of Participation

If you incur a temporary Break-in-Service, you will no longer be a Participant in the Plan as of the last day of the calendar year during which you fail to complete 100 Hours of Service, unless you are a Pensioner or you have achieved Vested Status.

Reinstatement of Participation

You can be reinstated as a Participant in the Plan if you work at least 1,000 hours in Covered Employment in a calendar year.

If you are reinstated as a Participant, you do not automatically reinstate your previously accrued Pension Credit. Please refer to Section 4 for an explanation of Repairing a Break in Service.

Voluntary Withdrawal from the Plan

For a few years prior to February 1, 2004, Participants who had accrued 35 or more Pension Credits could elect to have Employer Contributions redirected to the Local No. 777 Pipe Trades Annuity Fund instead of the Pension Fund, thereby waiving their participation in the Pension Fund. This option was eliminated as of February 1, 2004, and is no longer available.



3. PENSION CREDIT

The amount of your pension is determined by the number of Pension Credits you earned. Pension Credit is divided into Past Service Pension Credit for work prior to the Contribution Period and Future Service Pension Credit for work after that date.

Past Service Pension Credit – (Before the Contribution Period – Varying dates prior to 1960)

The Plan will credit Participants with Pension Credits for periods of work before their respective Local union or Contributing Employer became part of this Plan, provided certain eligibility requirements are met. If you were employed as a plumber or pipefitter prior to the date your Local union began participating in the Plan, you may be entitled to Past Service Pension Credit. In addition, the Plan will honor any past service previously credited to you under the Local 84 Plan. You should contact the Fund Office to determine if you meet the eligibility requirements for receiving Past Service Pension Credit.

Future Service Pension Credit – (After the Contribution Period)

The amount of Future Service Pension Credits you can earn is determined by the number of hours you work in Covered Employment during the calendar year, for which contributions are payable to the Pension Fund on your behalf. If you earned at least 600 hours after January 1, 1998, Future Service Pension Credit after January 1, 1995, is credited as follows:

Hours Worked In Covered Employment Reported To The Pension Fund During Each Calendar Year	Future Service Pension Credit
1,200 or more	1
1,100 or more, but less than 1,200	$11/12$
1,000 or more, but less than 1,100	$10/12$
900 or more, but less than 1,000	$9/12$
800 or more, but less than 900	$8/12$
700 or more, but less than 800	$7/12$
600 or more, but less than 700	$6/12$
500 or more, but less than 600	$5/12$
400 or more, but less than 500	$4/12$
300 or more, but less than 400	$3/12$
200 or more, but less than 300	$2/12$
100 or more, but less than 200	$1/12$
Less than 100	0

Future Service Pension Credit earned prior to January 1, 1995 is determined under the Prior Plans. A summary of the provisions applicable to your Prior Plan is located in Sections 19 and 20.



Supplemental Pension Credit

For the calendar years 1995 through 2002, Participants who worked 1,700 hours or more in a calendar year accrued Supplemental Pension Credit up to an additional four-twelfth's (4/12) of a Pension Credit for 2,000 or more hours in a calendar year. All Supplemental Pension Credit earned prior to January 31, 2003 will continue to be recognized. The Supplemental Pension Credit provisions of the Plan were discontinued and are no longer applicable for service beginning in 2003.

Hours are credited on your behalf based on contributions remitted by Contributing Employers pursuant to the provisions of the Collective Bargaining Agreement governing your employment. You may also receive Hours of Service for periods of disability and military service as described in the following paragraphs.

If your employer is obligated to contribute, but fails to make the required contributions to the Pension Fund on your behalf, you will be granted Pension Credit for work in Covered Employment when reasonable evidence is submitted and accepted by the Board of Trustees supporting your work in Covered Employment such as pay stubs, W-2 forms, etc. The Fund Office maintains your work history, which will be updated when the delinquent contributions are collected, when the Trustees determine the contributions are uncollectible (e.g., if the contractor becomes bankrupt), or upon retirement, whichever occurs first.

Pension Credit is granted based upon the period in which hours are worked in Covered Employment, not when the corresponding contributions are remitted to the Pension Fund.

You will receive at least annually a statement of your hours worked by month, noting the Contributing Employer. In addition, an annual statement of your work history is issued by the Fund Office. It is important and it is your responsibility to review any statements to ensure you are credited with all hours worked in Covered Employment. As previously noted, it is important that you advise the Fund Office of any discrepancies when they occur and not wait until you retire. The more time that has elapsed, the more difficult it becomes for you and the Fund Office to obtain the records or documents necessary to resolve any discrepancies.

If you work outside the geographical area of the Plan, in the jurisdiction of another United Association Local union, reciprocal contributions may be made on your behalf. Unless reciprocal payments are received by the Fund, no Pension Credit is granted, even if you have evidence of working in Covered Employment in another Jurisdiction. If you decide to work in the jurisdiction of another Local, notify Local No. 777 and the Fund Office. It is important that you keep the Fund Office informed of your employment outside the jurisdiction of Local No. 777, to be able to track such employment. This timely information is necessary, in order to pursue the collection of reciprocal contributions on your behalf.

Pension Credit During Periods of Disability or Military Service

You may receive a limited amount of Pension Credits if you are absent from Covered Employment for the reasons and periods of time specified below, subject to certain conditions described in the Plan.

Disability

If you become temporarily disabled and are prevented from working in Covered Employment as a result of a disability and you meet one of the requirements below, you may be granted Hours of Service, which are recognized to accrue Pension Credit.

- You certify in writing and it is verified by the records of the Connecticut Pipe Trades Health Fund that you have received Weekly Disability Benefits under the Health Fund. The period of disability is subject to a maximum of 26 weeks for each separate disability. In order to be given credit for disability under the Weekly Disability Benefits of the Health Fund, you must have earned at least 1/12 of a Pension Credit (100 hours) in the 12-month period immediately prior to your disability.

OR

- You establish, by evidence satisfactory to the Board of Trustees, that you have received compensation under the State of Connecticut Workers' Compensation Law, subject to a maximum of 12 months for any disability period.

You will receive Pension Credit for the periods of disability stated above based on the standard number of hours in a normal straight-time work week stated in the Collective Bargaining agreement under which you worked before you became disabled. Pension Credit will be granted and applied to the period from the date of the Participant's injury, irrespective of when Workers' Compensation or Weekly Disability Income Benefits are paid.

At the request of the Board of Trustees, you may be required to show proof of continued disability. Periods of disability will be considered separate for purposes of benefit accrual, only if you have actually worked in Covered Employment and earned at least 2/12 of a Pension Credit (200 hours) since the end of your last period of disability. Hours shall not be granted for any period during which you are receiving any pension benefits under this Plan.

Military Service

You will receive Pension Credit for each month of active duty in the Armed Forces. Awarding Pension Credit for Military Service is subject to a maximum of one (1) Pension Credit per any calendar year and shall not exceed a total of five (5) Pension Credits. You will only receive Pension Credit if you meet all three conditions below:

- You must have worked at least 1,000 hours in Covered Employment and did not subsequently have a Break in Service before you entered active duty in the Armed Forces of the United States;
- You separated from active duty under conditions other than a dishonorable discharge; and
- You make yourself available for work in Covered Employment within 90 days after your discharge.

4. BREAK IN SERVICE

If you become unemployed or otherwise leave Covered Employment before you become vested, you may lose all of your Pension Credits and accrued benefits. (The meaning of “vested” is explained in Section 5.) If your Pension Credits are canceled, they cannot be used to qualify for any pension benefits and upon your return to Covered Employment, you must start from the beginning in accumulating Pension Credits and Years of Vesting Service.

There are two types of Breaks-in-Service:

Temporary Break-in-Service. A Temporary Break-in-Service occurs if you do not work at least 100 hours in Covered Employment during any calendar year or have sufficient Hours of Service credited on your behalf for a disability or military service. A temporary Break-in-Service is repairable, which means that it won't become permanent and you won't lose your Pension Credits, if you return to Covered Employment and earn one (1) Year of Vesting Service within five (5) years (before incurring 5 temporary Breaks-in-Service) or within a number of years that is less than the number of Pension Credits or Years of Vesting Service you previously earned.

If you last worked in Covered Employment prior to 1999, different Break-In-Service rules apply to you.

Contact the Fund Office for the Plan provisions applicable when you last worked in Covered Employment.

Permanent Break-in-Service. Beginning January 1, 1999 a Permanent Break-In-Service will occur at the end of the fifth consecutive calendar year in which you did not work at least 100 Hours of Service in Covered Employment, or when the number of temporary Breaks-in-Service is equal to or greater than the number of Years of Vesting Service you previously earned.

It is important to note that you cannot begin accruing benefits after a temporary Break-in-Service unless you return to Covered Employment and work at least 1,000 hours in a 12-month period (reestablish Participation).

EXAMPLE

You work for three (3) years and earn three (3) Years of Vesting Service. You have not become vested because you have not earned five (5) Years of Vesting Service or five (5) Pension Credits. You leave Covered Employment for a period of time. To avoid a permanent Break-in-Service, you must return to Covered Employment before the end of the 5th year after you left Covered Employment and earn at least 1,000 Hours of Service in a calendar year (10/12 of a Pension Credit). If you return after five (5) years, all previous Pension Credits and Years of Vesting Service will be forfeited. Calendar years in which you earn at least 100 hours are not counted in calculating the number of years you have to return to work in Covered Employment and earn 1,000 hours.

Repairing a Permanent Break-in-Service

If you have a Permanent Break-in-Service, you may be able to repair the Break-in-Service and reinstate your previously forfeited Pension Credits. To repair this Break-in-Service, you must accrue at least five (5) new Pension Credits during a continuous period. Although you do not have to earn a full Pension Credit each year, you must work at least 100 hours each year during a continuous period until you have earned five (5) Pension Credits. If you satisfy that criteria, the Pension Credit forfeited due to a permanent Break in Service will be restored. In addition, to be eligible for this repair provision, you must have worked 100 of those hours after January 1, 1986.



Hours of Service

The hours you work in Covered Employment or “Hours of Service” are important in determining your eligibility to participate in the Plan, Years of Vesting Service, Breaks-in-Service and Benefit Accrual.

You are credited with Hours of Service for each hour you actually work in Covered Employment, as well as for vacation, holidays, periods of disability to the extent recognized under a collective bargaining agreement with Local No. 777, which require contributions to be paid on your behalf to the Pension Fund. Periods you receive Weekly Disability Benefits by the Health Fund (to a maximum of 26 weeks), Worker’s Compensation leave (to a maximum of 52 weeks) and certain periods of military service are recognized as Hours of Service that will be recognized in the accrual of Pension Credit.

Contributions received pursuant to a reciprocal agreement with another U.A. Local Pension Fund will only be recognized if contributions are received.

In addition, Hours of Service for determining Participation and to avoid a Break-in-Service are also credited under the Family and Medical Leave Act of 1993. The Hours of Service granted under the Family and Medical Leave Act are only credited to prevent a Break-in-Service and not for benefit accrual purposes. Hours of Service granted for this reason include leaves due to pregnancy, childbirth, adoption and certain other leaves of absence for family reasons. You should contact your employer or the Fund Office for more information.

5. VESTING

On or after January 1, 1999, provided you have not incurred a Break-in-Service prior to this date, you will become vested (achieve Vested Status) upon accumulating at least five (5) non-forfeited Years of Service or five (5) non-forfeited Pension Credits. The five (5) year vesting provision only applies if you did not incur a Break-in-Service prior to 1998. If you incurred a Break in Service, you have to reestablish participation (work 1,000 hours in a 12-month period) to achieve Vested Status based on five (5) years of Vesting Service. The term “vested” means that all non-forfeited Pension Credits previously earned by you cannot be canceled. If you are an active Participant in the Plan and reach Normal Retirement Age (age 65), you become vested regardless of your Years of Vesting Service.

There are different requirements for plumbers/pipefitters who last earned Pension Credit prior to January 1, 1999. The requirement prior to January 1, 1999 was ten (10) years of Vesting Service or ten (10) Pension Credits to become vested. These rules are described in prior booklets, and a copy of these provisions can be obtained from the Fund Office.

If you became vested at any time in any of the prior Plans before January 1, 1995, you will remain vested.

Years of Vesting Service

Years of Vesting Service is another measure of your work in Covered Employment and is used to determine your Vesting Status, that is, your right to a nonforfeitable pension. Vesting Service differs from Pension Credit in several respects: (1) it is earned only for work in Covered Employment and Hours of Service credited after January 1, 1976, (2) does not have fractional years; and (3) it is only used to establish your vested right to a benefit.

You may earn a Year of Vesting Service Credit as follows:

You will receive one (1) Year of Vesting Service if you work 1,000 hours in Covered Employment in a calendar year. You will not receive partial credit if you work less than 1,000 hours. However, for your first year of employment, you will receive a Year of Vesting Service after you work 1,000 in any 12-month period.

You will receive a Year of Vesting Service Credit for Hours of Service in non-Covered Employment immediately prior to the date your employer becomes a Contributing Employer if you worked at least 1,000 or more hours for that employer.



6. PENSION BENEFITS

The Plan offers different types of pensions depending on your age, number of Pension Credits accrued and other factors. Each type of pension has its own eligibility and service requirements and may provide different levels of benefits. In addition to different types of pensions, there are also several forms of retirement benefit payments offered by the Plan, described in Sections 8 and 9. These forms of benefit payments affect the amount of your monthly benefit.

The normal form of payment under the Plan for all retirements on and after January 1, 1995 is a Ten-Year Certain and Life benefit. All examples in this booklet, unless stated otherwise use this form of benefit in calculating your pension. If you select another form of benefit, the Ten-Year Certain and Life benefit is actuarially adjusted to calculate the benefit amount payable under the form you select. If you are married, your normal form of benefit is a 50% Joint and Survivor/Five-Year Certain and Life Benefit.

All examples in this booklet assume that you did not have a period of three (3) or more consecutive calendar years in which you did not earn at least one-twelfth (1/12) of a Pension Credit and that you qualify for the Benefit Accrual Rate used in the example. If you have a period of absence from Covered Employment for three (3) or more consecutive years, different Benefit Accrual Rates may apply. Please refer to the end of this Section under “Benefit Limitations.” In addition, the use of Pension Credits in this booklet assume that the Pension Credits were not forfeited due to a Permanent Break-in-Service.

All examples, illustrations and estimates used in this section of the booklet as noted, show the Ten-Year Certain and Life monthly benefit amounts before adjustment for an alternative form of payment (i.e., Joint and Survivor Benefit). All calculations are presented presuming a Participant qualifies for the current Benefit Accrual Rate and the pension is paid in the form of a Ten-Year Certain and Life Benefit, and presume that all application requirements have been satisfied.

Applying for Benefits

When applying for your pension benefits you must file an Application for Benefits with the Fund Office at least seven (7) days before the anticipated effective date of your monthly retirement benefit. Your benefits will begin on the first day of the calendar month following thirty (30) days after you are advised by the Fund of your benefit options. Your benefit can begin as early as seven (7) days after the Fund advises you and your spouse of your benefit options if you both sign a consent to an earlier effective date. In no event can the effective date of your retirement begin prior to the date an application for retirement and all supportive documentation is completed and received by the Fund Office. The Application must be complete and contain all necessary information before your application can be processed in accordance with Section 10 in this Booklet.

REGULAR PENSION

Eligibility

You may retire on a Regular Pension on the first day of any month after attaining your Normal Retirement Age of 65.

If you accrued benefits under the Plumbers and Steamfitters Local No. 84 Pension Plan, your Normal Retirement Age for benefits earned prior to January 1, 1995 is age 62. This means that for a former Local No. 84 Participant, you can retire at age 62 without a reduction in the benefits, for those benefits accrued prior to January 1, 1995. A former Local No. 84 Participant that accrues benefits after January 1, 1995, will have a Normal Retirement Age of age 65 for those benefits, and a reduction will apply for early retirement. This is explained further later in this Section entitled “Early Retirement Pension.”



Pension Amount

The monthly amount of a Regular Pension depends on the number of non-forfeited Pension Credits including fractional parts of a Pension Credit you have accrued and the Benefit Accrual Rate in effect on the date you retire or leave service. Only non-forfeited Pension Credits, to a maximum of 35 are considered in the calculation of benefits.

The current benefit rate is \$52 for each Pension Credit you earn after January 1, 1995, provided you earned at least 600 hours (½ of a Pension Credit) after January 1, 2000. Different benefit accrual rates apply to Pension Credits earned prior to January 1, 1995 under the terms of the prior Plans. For other than former Local No. 84 Participants, the standard benefit accrual rate is \$56 for Pension Credits earned prior to January 1, 1995, subject the requirements described in the Benefit Limitations section of this booklet.

EXAMPLE

You began working in Covered Employment in 1984 and accrued 10 Pension Credits through 1994 under the Statewide Plan at a \$56 Benefit Accrual Rate and during the period 1995 through 2012 you accrued an additional 16 Pension Credits at a \$52 Benefit Accrual Rate accumulating 26 Pension Credits upon attaining age 65. Your Regular Pension is equal to \$1,392.00 per month payable in the form of a Ten-Year Certain and Life Benefit (10 Pension Credits x \$56 + 16 Pension Credits x \$52).

These benefits and applicable eligibility rules are discussed in detail in Sections 19 and 20. Additional examples of the calculation of retirement benefits is also found in these Sections.

Adjustment of Benefit for Late Retirement

If you worked in Covered Employment after January 1, 1989 and your retirement effective date is after your Normal Retirement Age (typically age 65), your monthly benefit will be increased to take into account your late retirement date. This increase only applies if you were not working in Covered Employment or in “disqualifying employment” and your benefits were not suspended. (See Section 11 for a detailed discussion of the suspension of benefit rules of the Plan.) The amount of increase in your benefit is 1% per month for the first 60 months after Normal Retirement Age and 1.5% per month for each month thereafter, provided you delay your retirement date beyond your attainment of Normal Retirement Age.

EXAMPLE

You stop working in the plumbing and pipefitting industry (disqualifying employment) at age 63. However, you do not apply for benefits until age 68. At the age you actually retire:

Age 68 minus age 65 equals 36 months; $36 \times 1\% = 36\%$

The benefit you accrued when you last worked in Covered Employment would be increased by 36% because you deferred your retirement past Normal Retirement Age (65).

SERVICE PENSION

Eligibility

You may retire on a Service Pension, regardless of your age, if you have accrued at least thirty (30) non-forfeited Pension Credits. The advantage of retiring on a Service Pension is that you can retire before Normal Retirement Age (age 65) without incurring a reduction in your monthly benefit amount for early retirement. Pension Credits earned in excess of one per year (i.e. Supplemental Pension Credits) cannot be used to qualify for a Service Pension until you attain age 55.

EXAMPLE

If you began working in Covered Employment at age 22 and you earned one (1) Pension Credit each year, you would be able to retire as early as age 52 with 30 Pension Credits and receive a monthly retirement benefit which is not reduced because of your age.

Pension Amount

The amount of your Service Pension is calculated and paid in the same way as a Regular Pension.

EARLY RETIREMENT PENSION

Eligibility

You may retire on an Early Retirement Pension if you are at least 55 years old and have ten (10) or more Pension Credits.

Pension Amount

It is important to note that if you choose to retire on an Early Retirement Pension, the amount of your monthly benefits will be less than your monthly benefit under a Regular Pension. When you retire early, your benefit is reduced because you are younger when your monthly pension payments begin (that is, younger than age 65) and you are expected to receive a greater number of monthly payments during your lifetime.

Early Retirement Reduction Amount

For Pension Credits accrued after January 1, 1995, your benefits are reduced by $\frac{1}{2}\%$ (one-half of one percent) for each month your Early Retirement Date is before age 65. Any Pension Credits you accrued prior to January 1, 1995, will receive reduction factors in effect under the Prior Plans. These provisions are discussed in more detail in Sections 19 and 20.

The following table illustrates the early retirement reduction factors for full years corresponding to the first day of the month following your birthday for benefits accrued after January 1, 1995:

Age At Retirement	Percentage Reduction	Pension Payable
Age 64	6%	94%
Age 63	12%	88%
Age 62	18%	82%
Age 61	24%	76%
Age 60	30%	70%
Age 59	36%	64%
Age 58	42%	58%
Age 57	48%	52%
Age 56	54%	46%
Age 55	60%	40%

For other than former Local No. 84 Participants, the following table illustrates the early retirement reduction factors for full years corresponding to the first day of the month following your birthday for benefits accrued prior to January 1, 1995:

Age At Retirement	Percentage Reduction	Percentage of Regular Pension Payable
Age 64	3%	97%
Age 63	6%	94%
Age 62	9%	91%
Age 61	12%	88%
Age 60	15%	85%
Age 59	21%	79%
Age 58	27%	73%
Age 57	33%	67%
Age 56	39%	61%
Age 55	45%	55%

VESTED PENSION

You will be eligible to receive a Vested Pension once you are vested. A Vested Pension will be treated the same as a Regular Pension when you retire.

Eligibility

You may be entitled to receive a Vested Pension if you were vested prior to leaving Covered Employment.

A Vested Pension is payable only to a Vested Participant who does not qualify for any other monthly pension benefits (i.e., Early Retirement, Disability, Regular or Service Pension).

As a Participant in the Plan, if you reach age 65 without incurring a Temporary Break-in-Service and you have accrued fewer than five (5) Pension Credits or Years of Vesting Service, you will be entitled to a Vested Pension.

Pension Amount

The monthly amount of a Vested Pension is determined in the same manner as a Regular Pension, but uses your Pension Credits multiplied by the applicable Benefit Accrual Rate in effect when you last worked in Covered Employment (see Benefit Limitation provisions), assuming you had no periods of absence.

TOTAL AND PERMANENT DISABILITY PENSION

If you become totally and permanently disabled, you may be entitled to a Disability Pension.

Eligibility for a Total and Permanent Disability Pension will depend on when you are determined to be totally and permanently disabled.

Eligibility

In order to qualify for a Total and Permanent Disability Pension, you must meet the following requirements:

- You are completely prevented, as a result of bodily injury or disease, from engaging in any further gainful employment whatsoever, except such employment as is found to be only for the purpose of rehabilitation;
- You have accrued at least one (1) Pension Credit;
- You have worked in Covered Employment and earned at least 1/12 of a Pension Credit (100 hours) in the calendar year in which you became classified as totally and permanently disabled or in one of the two preceding calendar years immediately preceding the calendar year in which your disability occurred;
- Your disability must have been continuous for a period of five (5) months and must be expected to be permanent and continuous for the remainder of your life; and
- Your disability is not, directly or indirectly, a result of:
 - Military service in the Armed Forces for any country;
 - Incurred while engaged in a felonious or criminal act;
 - Illegal use of narcotics;
 - An intentionally self-inflicted injury; or
 - The result of an injury sustained while working as a plumber or pipefitter for a non-signatory employer.

Proof of Disability

In order for the Board of Trustees to determine the nature and extent of a claim for a Total and Permanent Disability Pension the Board of Trustees, shall rely on the Social Security Administration determination that you are entitled to a Social Security Disability Benefit in connection with your Old Age and Survivor's Insurance Coverage.

The Board of Trustees is the sole and final judge of the nature and severity of a disability and entitlement to a Total and Permanent Disability Pension. If you cease to be disabled, you may again return to Covered Employment and resume earning additional Pension Credit. You must notify the Board of Trustees in writing within seven (7) days after you return to any gainful employment.

Continued Nature of Disability

If you are receiving a Total and Permanent Disability Pension and you recover and are able to perform any work, you will no longer be eligible to receive a Total and Permanent Disability Pension. There is an exception if the employment is for rehabilitative purposes.

The Board of Trustees has the right to request you to submit proof of the continued nature of your disability and submit to an examination by a doctor selected and paid for by the Board of Trustees, and/or provide evidence that a Social Security Disability Benefit is currently being paid.

If you fail to submit the required Social Security information, other requested documentation, or to an examination, supporting the continued nature that you are totally and permanently disabled, your retirement benefit will be suspended.

If you retire on an Early Retirement Pension and you subsequently become disabled, you will not be able to convert your Early Retirement Pension to a Disability Pension.

Disability Pension Payments

Payment of a Disability Pension will not begin until the first day of the month following five (5) full calendar months after the initial date of your disability date of a Social Security Disability Award, or, if later, the first of the month following the filing of an Application for Benefits, as described in Section 10 of this booklet.

The Disability Pension shall be paid for as long as you remain permanently and totally disabled and will cease if the Trustees determine that you are no longer disabled or if you fail to provide evidence upon the request of the Trustees of your continued disability.

Total and Permanent Disability Pension Amount

The monthly amount of a Total and Permanent Disability Pension is calculated the same way your Regular Pension is determined, using your Pension Credits earned up to your date of disability. A Total and Permanent Disability Pension is not reduced because of your age.

Prior to September 1, 2003, the Plan also provided for an Occupational Disability Pension.

PRO RATA/PARTIAL PENSION

A few U.A. Local Pension Funds do not have a money-follows-the-man reciprocal agreement or have elected through the Plumbers & Pipefitters National Pension Fund's Reciprocal Agreement to provide Pro Rata/Partial Pensions. A plumber or pipefitter may, during his working career, work in the jurisdiction of other local unions. Most United Association pension funds have entered into money-follows-the-man reciprocal agreements with the Connecticut Plumbers and Pipefitters Pension Fund. Certain U.A. Pension Funds, however, in lieu of transferring contributions back to a member's "home fund", will recognize your employment in Connecticut and in their Pension Fund on a combined basis to determine whether you have established a vested right to benefits.

If you are not otherwise eligible for a pension benefit based solely upon work in Covered Employment in Connecticut and you worked in the jurisdiction of another U.A. Pension Fund signatory to the Pro Rata/Partial Pension Agreement, you may be eligible for a Pro Rata/Partial Pension if your combined total Pension Credits under both Plans were treated as Pension Credit under each Plan. Pension Credit earned under a Plan which is party to a Pro Rata/Partial Pension Agreement shall be recognized in the determination of a Participant's Combined Total Pension Credit to the extent awarded and certified by each Plan. Not more than one (1) Pension Credit will be counted for any calendar year.

If you are applying for a Disability Pro Rata/Partial Pension, you must satisfy the specific disability provisions under each Plan.

If you are applying for a Partial Pension (whether Regular, Service or Early), you must satisfy the minimum age and service requirements under each Plan.

Pro Rata/Partial Pension Amount

The monthly amount of a Pro Rata/Partial Pension is calculated based on the number of non-forfeited Pension Credits and fractional parts of a Pension Credit accrued under each Pension Fund multiplied by the applicable Benefit Accrual Rate in effect when you last worked within the jurisdiction of each Pension Fund.

The determination of your Pension would be the sum of (a) plus (b):

- (a) The pension amount calculated by multiplying your Pension Credit accrued under this Plan by the Benefit Accrual Rate corresponding to the calendar years when Pension Credit was earned, subject to the Benefit Limitation provisions described at the end of this Section. This amount shall be subject to all the conditions and possible adjustments of the Plan; plus
- (b) The pension amount calculated by multiplying your Pension Credit accrued under a Pro Rata/Partial Pension Fund separately by the Benefit Accrual Rate corresponding to the years when the Pension Credit was earned. This amount shall be subject to the terms and conditions of that Pension Plan.

Only the Pro Rata/Partial Pension you are entitled to under this Plan will be paid to you from this Plan. Other plans under which you worked will pay you separately.

To qualify for a Pro Rata/Partial Pension under this Plan (whether Regular, Service, Early or Disability) you must also qualify for the same pension under the terms of the other Plan under which you will receive a Pro Rata/Partial Pension. If you retire prior to your Normal Retirement Age, the determination of your Pro Rata/Partial Pension shall be subject to early retirement adjustment factors.

BENEFIT LIMITATIONS

The amount of your pension is based on the number of Pension Credits and the Benefit Accrual Rate in effect at the time you retire or leave Covered Employment. The current Benefit Accrual Rate for Pension Credits earned on or after January 1, 1995 is \$52. If you last worked in Covered Employment between 1995 and 2001, you will have a different Benefit Accrual Rate for Pension Credits accrued after January 1, 1995 as shown below:

Benefit Rate	Initial Retirement Date On Or After	Work Requirement
\$47	January 1, 2000	600 Hours after January 1, 1999
\$45	January 1, 1999	600 Hours after January 1, 1998
\$40	January 1, 1995	600 Hours after January 1, 1994

Since this Plan and the Local 84 Pension Plan merged, different Benefit Accrual Rates are in effect for Pension Credits and years of Credited Service earned prior to January 1, 1995.

The Benefit Limitation provisions of the Prior Plans applicable to you are discussed in more detail in Sections 20 and 21.

For periods after January 1, 1995, if you fail to earn at least one-twelfth (1/12) of a Pension Credit (100 hours) in one of three (3) consecutive years, your pension will be calculated based upon the Benefit Accrual Rate in effect when you last worked in Covered Employment prior to the period of absence. Pension Credits you earn after you return to Covered Employment will be calculated at a higher Benefit Accrual Rate associated with that employment (subject, however, to any minimum work requirement listed in the above table).

For periods after January 1, 1995, if you have a period of three (3) or more calendar years where you did not earn at least one-twelfth (1/12) of a Pension Credit (100 hours) and your Benefit Accrual Rate was frozen for a prior period, you can override the Benefit Limitation provisions. Your Pension Credits frozen at a lower Benefit Accrual Rate prior to the absence will be brought up to the highest Benefit Accrual Rate you qualify for if you returned to work in Covered Employment and earned at least five (5) Pension Credits over a continuous period.

Note that once you retire, the Benefit Accrual Rate is established and locked-in, and cannot be changed for Pension Credits accrued prior to your retirement date, even if you elect to return to work in Covered Employment.

7. DEATH BENEFITS BEFORE RETIREMENT

If you meet certain eligibility requirements, the Plan provides a death benefit to your spouse, dependent child(ren) or beneficiary if you die before retiring. Depending on: (a) your marital status; (b) whether you have dependent child(ren) or other beneficiary; (c) your active status in the Plan; and (d) the number of Pension Credits you accrued, will determine your qualifying for a benefit paid as either a Pre-Retirement Lump Sum Death Benefit or a Pre-Retirement Surviving Spouse/Dependent Child Death Benefit. These death benefits are described in more detail below.

Pre-Retirement Lump Sum Death Benefit

A lump sum death benefit will be paid to your designated beneficiary upon your death, provided you have not previously received any pension benefits. Effective January 1, 2007 the Pre-Retirement lump sum death benefit is payable to your beneficiary if you do not leave a surviving spouse or dependent child(ren), or you have not earned five (5) Pension Credits.

The amount of the lump sum death benefit your beneficiary will receive is equal to \$1,000 multiplied by the number of your full non-forfeited Pension Credits you accrued, subject to a maximum of \$25,000.

EXAMPLE

Assume that at the age of 54 you had accrued 19 and 5/12 Pension Credits on the date of your death and you had no spouse or dependent children. The lump sum death benefit paid to your designated beneficiary would be \$19,000, determined by multiplying 19 (the number of full Pension Credits you had accrued) by \$1,000.

Pre-Retirement Surviving Spouse/Child Death Benefit

If you have accrued five (5) Pension Credits, have earned 600 or more hours under the Plan after January 1, 1998 and die prior to your retirement date and you have not received any retirement benefits from this Plan, your qualified spouse or child(ren) may be eligible to receive a Pre-Retirement Surviving Spouse/Child Death Benefit.

The monthly Pre-Retirement Surviving Spouse/Child Death Benefit will be paid to your qualified spouse for her lifetime with payments guaranteed for 120 months. If you leave no surviving spouse, but leave one or more surviving dependent children, the monthly Pre-Retirement Surviving Spouse/Child Death Benefit will be divided into equal shares, one share for each surviving dependent child. Each child will continue to receive payment of such equal share until 120 payments have been made or until the child attains 18 years of age, whichever is later.

“Dependent child or children” means any unmarried natural or legally adopted child under the age of eighteen (18). A qualified spouse is someone to whom you have been legally married for at least one (1) year when you died.

The monthly amount of this Pre-Retirement Surviving Spouse/Child Death Benefit is equal to 100% of the pension amount which otherwise would have been paid to you as a Regular, Service or Early Retirement Pension, whichever is applicable.



If you die before age 55 and were not eligible to retire on a Service Pension, your qualified spouse or dependent child(ren) will receive a monthly benefit equal to the Early Retirement Pension you would have received at age 55. Although a Plan does not recognize Supplemental Pension Credit prior to age 55 to qualify for a thirty (30) year Service Pension. Qualification for the Pre-Retirement Surviving Spouse/Child Death Benefit will recognize Supplemental Pension Credit regardless of the Participant's age in determining the benefit payable to a surviving spouse or dependent child(ren).

If you die after attaining age 55 and accrued less than thirty (30) Pension Credits, your qualified spouse or dependent child(ren) will receive a monthly benefit equal to the amount you would have received if you had retired on an Early Retirement Pension the day before you died.

The monthly death benefit will be reduced if your surviving spouse, at the time of your death, is younger than age 45. This reduction is equal to 2% for each year your surviving spouse is younger than 45 years of age, but will not be reduced by more than 20%.

EXAMPLE

Assume that you died in 2012 prior to retirement at age 60 and had accrued 25 Pension Credits. The Pre-Retirement Monthly Death Benefit would be equal to the amount of your Early Retirement Pension. Assume that you accrued twenty (20) Pension Credits prior to January 1, 1995 at a \$56 Benefit Accrual Rate and fifteen (15) Pension Credits after that date at a \$52 Benefit Accrual Rate, for a total benefit of \$1,340. This benefit is reduced for early retirement by applying a factor of .85 for benefits accrued prior to January 1, 1995 and a factor of .70 for benefits accrued after January 1, 1995 for a participant age 60 at the time of his death. This produces an Early Retirement Pension of \$1,022 (10 Pension Credits x \$56 x .85 = \$476 + 15 Pension Credits x \$52 x .70 = \$546, combined equals \$1,022.00) This means that the benefit payable to your surviving spouse will be \$1,022.00 per month for life with a guarantee that payments will be made for a minimum of 120 months.

If you meet the eligibility requirements, including having earned 600 hours or more after January 1, 1998, and die before collecting a retirement pension from this Plan and qualify for a Service Pension, your qualified spouse or dependent child(ren) will receive a monthly benefit equal to the amount of the Service Pension you would have received if you had retired the day before you died.

EXAMPLE

Assume that you died in 2012 prior to retirement at age 60 and accrued 33 Pension Credits (16 Pension Credits prior to January 1, 1995 and 17 Pension Credits after January 1, 1995). Your Service Pension would be \$1,816.00 per month (16 Pension Credits x \$56 Benefit Accrual Rate + 17 Pension Credits x \$52 Benefit Accrual Rate, \$896 + \$884 = \$1,780.00). This monthly benefit of \$1,780.00 is payable to your qualified spouse or dependent child(ren).

The monthly Pre-Retirement Surviving Spouse/Child Death Benefit will be payable to your spouse for her lifetime with payments guaranteed for 120 months.

If you leave no surviving spouse, the monthly Pre-Retirement Surviving Spouse/Child Death Benefit will be divided into equal shares, one share for each surviving dependent child until 60 monthly payments have been made, or the child(ren) attains 18 years of age, whichever is later.

Naming a Beneficiary

You may name any person as beneficiary to receive payments from the Pension Fund upon your death. If you are married, you must have the written consent of your spouse to designate a beneficiary other than your spouse. You may not name more than one Beneficiary unless you receive the consent of the Trustees. You may also change your beneficiary designation at any time by filing the proper form with the Fund Office.

Each designation must be made in writing on a form, which may be obtained from the Fund Office. In order for a designation form to be effective, it must be filed with the Board of Trustees prior to your death. If no designation of beneficiary form is on file with the Trustees at the time of your death, or if the designation does not contain all required information, then death benefits shall be paid to the persons listed in the following priority:

1. Surviving spouse, or if none;
2. Surviving child(ren) in equal shares, or if none;
3. An equal pro-rata distribution to the Participant's legal parents, or if none;
4. The Participant's estate.

If you and your designated beneficiary both die prior to receiving the remainder of 120 monthly payments under the Ten-Year Certain and Life Pension, then the actuarial value of any remaining payments, if applicable, will be paid in a lump sum to the last survivor's surviving children, or if none, to the last survivor's estate.

Be careful to consider changing your designated beneficiary if and when your circumstances change. For example, you might want to make such a change if you become divorced or remarried.

8. JOINT AND SURVIVOR/FIVE-YEAR CERTAIN AND LIFE BENEFITS

The Employee Retirement Income Security Act of 1974 (ERISA) requires that all pension plans provide a Joint and Survivor Benefit by which your spouse, after your death, can receive 50% or 75% of the monthly benefit received by you prior to your death. The Pension Plan has expanded this provision and permits a Participant to name any beneficiary to receive a continuation of his monthly pension upon the pensioner's death. The Plan, in addition to the 50% and 75% continuation provision, includes a 100% Joint and Survivor optional form of benefit payment. Note, a court order called a Qualified Domestic Relations Order may require the Fund to pay your former spouse a portion of your pension benefit, even prior to your death or retirement.

EXAMPLE

If you elected the 50% Joint and Survivor/Five-Year Certain and Life Benefit and received \$1,600 a month before you died, your spouse or named beneficiary would receive a benefit of \$800 a month for the remainder of his or her life.

If you elected the 75% Joint and Survivor/Five-Year Certain and Life Benefit and received \$1,520 a month before you died, your spouse or named beneficiary would receive a benefit of \$1,140 for the remainder of his or her life.

If you elected the 100% Joint and Survivor/Five-Year Certain and Life Benefit and received \$1,456 a month before you died, your spouse or named beneficiary would receive a benefit of \$1,456 for the remainder of his or her life.

The 50%, 75% or 100% Joint and Survivor/Five-Year Certain and Life Benefit

If you are married, the standard form of payment is the 50% or 75% Joint-and-Survivor/Five-Year Certain and Life payment form.

The 50%, 75% or 100% Joint-and-Survivor/Five-Year Certain and Life provides the Actuarial Equivalent of the Five-Year Certain and Life Benefit of the anticipated retirement benefits that would have been paid only over the Participant's lifetime with a ten-year guarantee. The Participant's accrued benefit payable as a Ten-Year Certain and Life Benefit is actuarially reduced to reflect the probability of continuing payments to a spouse or beneficiary over their lifetimes after the pensioner's death. The younger the spouse or beneficiary in relation to the pensioner age at retirement will increase the adjustment and reduce the monthly retirement benefit payable to the pensioner. Likewise, a 100% Joint and Survivor Benefit has a greater reduction than a 75% or 50% Joint and Survivor Benefit due to the greater continuation value upon the death of the pensioner to the surviving Spouse, or designated Beneficiary.



Upon the death of the pensioner, monthly retirement payments will continue to the Participant's surviving Spouse, or designated Beneficiary, based on the election at retirement, equal to 50%, 75%, or 100% of the pensioner monthly amount, whichever election is made, for the surviving Spouse, or designated Beneficiary lifetimes. After the pensioner's death, should the pensioner's surviving Spouse, or designated Beneficiary, die before receiving a combined sixty (60) payments (to both the pensioner and survivor), then the designated Beneficiary of the surviving Spouse, or Beneficiary receiving the continuation of retirement benefits, shall receive the monthly benefit being paid to the survivor until a total of 60 payments have been made. The 50% Joint-and-Survivor/Five-Year Certain and Life shall be designated as the Qualified Optional Survivor Annuity or QOSA for purposes of this Plan.

If you are married, you may choose either the 75% or the 100% Joint-and-Survivor/Five-Year Certain and Life Payment Form instead of the standard 50% Joint-and-Survivor/Five-Year Certain and Life payment form, without special consent from your spouse. The payment forms function in the same way as the 50% Joint-and-Survivor/Five-Year Certain and Life Benefit, except that it provides a higher benefit for the Participant's surviving spouse upon the pensioner's death.

Requirement of Joint and Survivor/Five-Year Certain and Life Benefit

As a married Participant, when you retire your monthly retirement pension is required to be paid as a 50% Joint and Survivor/Five-Year Certain and Life Benefit unless you and your spouse notify the Board of Trustees in writing that both you and your spouse have waived the 50% Joint and Survivor Benefit and choose another form of benefit. There are three (3) other optional forms of benefit payment options: (1) a Ten-Year Certain and Life Benefit; (2) a 75% Joint and Survivor/Five-Year Certain and Life Benefit; and (3) a 100% Joint and Survivor/Five-Year Certain and Life Benefit.

The Joint and Survivor Benefit is paid for your life and, if you die, will continue to your surviving spouse or if you named a Beneficiary for the Beneficiary's life in 50%, 75% or 100% of the amount you were receiving, depending on which option you chose at retirement. A minimum of sixty (60) payments are guaranteed to be paid, so if both you and your spouse or Beneficiary die before receiving at least sixty (60) monthly payments, then the remaining payments will be made to a beneficiary. The amount of benefit that is paid to the beneficiary depends on who died last.

When filing an Application for Benefits, you will be furnished a notice describing this form of benefit payment, including the monthly amounts you and your spouse or beneficiary would receive if your pension is paid in the form of a 50%, 75% or 100% Joint and Survivor/Five-Year Certain and Life Benefit. This notice will also provide a description of the Ten-Year Certain and Life Benefit and the monthly amount you would receive. Prior to receipt of any pension benefits, you must provide the Board of Trustees with a written statement at retirement, no more than 90 days before your benefits will begin, stating whether you choose the 50%, 75%, or 100% Joint and Survivor/Five-Year Certain and Life Benefit, or the Ten-Year Certain and Life Benefit.

In addition, if you choose to waive the Joint and Survivor Benefit in favor of the Ten-Year Certain and Life Benefit, you and your spouse must file a written, notarized statement with the Trustees rejecting the Joint and Survivor Benefit. You may reject the Joint and Survivor Benefit or revoke a previous rejection at any time before your benefit payments begin.

Amount of Joint and Survivor Benefit

Guaranteeing retirement benefits to two (2) people for two lifetimes—the pensioner's and the pensioner's spouse or beneficiary—means that more monthly benefits checks will probably be paid out than would be the case if only one lifetime were covered for a guaranteed minimum of 120 monthly payments (Ten-Year Certain and Life Benefit). The possibility of spreading out your monthly benefit payments over a longer period of time (your and your spouse's or beneficiary's lifetime) will result in a reduced amount which will be paid to you each month.

The amount which your monthly benefit is reduced under a Joint and Survivor Benefit depends on the difference in ages between you and your spouse or beneficiary.

The following table shows how the amount of your Regular Pension at age 65, payable in the form of a Ten-Year Certain and Life Benefit, would be adjusted to be payable in the form of a Joint and Survivor Benefit. The table contains only a small sample of the reduction factors which vary greatly by the ages of both you and your spouse or beneficiary, and the type of benefit (50%, 75%, or 100% Joint and Survivor), whichever you choose.

Your Spouse's or Beneficiary's Age Compared to the Pensioner's Age (age 65)	Percentage of the Regular Pension Payable to Pensioner as a 50% Joint and Survivor Benefit	Percentage of the Regular Pension Payable to Pensioner as a 75% Joint and Survivor Benefit	Percentage of the Regular Pension Payable to Pensioner As 100% Joint and Survivor Benefit
Age 55 (10 years younger)	89.0%	84.0%	79.0%
Age 60 (5 years younger)	91.5%	86.5%	82.0%
Age 65 (same age)	94.0%	89.0%	85.0%
Age 70 (5 years older)	96.5%	91.5%	88.0%

Different reduction factors are used for Disability Pensions. In addition, your benefits may be further reduced if you retire on an Early Retirement Pension.

EXAMPLE

If your spouse or beneficiary is age 56 and you are age 60 when you retire, and you are entitled to a Service Pension of \$1,800 payable as a Ten-Year Certain and Life Benefit, this monthly benefit converted to a 50% Joint and Survivor/Five-Year Certain and Life Benefit would be \$1,656 ($\$1,800 \times 92.0\%$), and upon your death your spouse or beneficiary would continue to receive a monthly benefit amount of \$828.00, payable for the remainder of your surviving spouse's or beneficiary's lifetime.

It is important to note that once a Joint and Survivor Benefit payment begins, this form of pension benefit payment cannot be changed, even if you and your spouse become divorced.

Pop-Up Provision

If you retire after January 1, 1995, and elected either the 50%, 75% or 100% Joint and Survivor/Five-Year Certain and Life Benefit (prior to 2007 referred to as a Husband and Wife form of benefit payment) and your spouse or designated beneficiary dies before you, your monthly benefit will “pop-up” and be paid as if you had elected a Ten-Year Certain and Life Benefit. The increase is only effective for months after you notify the Fund Office and provide evidence of your spouse's or designated beneficiary's death.

EXAMPLE

A pensioner elects a 50% Joint and Survivor/Five-Year Certain and Life Benefit, and names his spouse as the survivor under this form of payment. The pensioner's spouse dies first, the pop-up provision described at the end of this Section applies and the pensioner's form of payment is converted to a Ten-Year Certain and Life Benefit.

The pensioner then dies after receiving a total of eight (8) years of benefit payments (96 monthly payments). The remaining twenty-four (24) monthly payments under the Ten-Year Certain and Life Benefit are payable to the pensioner's beneficiary.

9. TEN-YEAR CERTAIN AND LIFE BENEFIT

A Ten-Year Certain and Life Benefit is a form of benefit payment which provides payments for as long as you live with a guarantee that if you die before receiving 120 payments, your designated beneficiary will receive the remaining payments until a total of 120 payments have been made. This form of benefit is the normal form payable to Participants who are not married. However, if you are married, you can elect this form of payment only with the written consent of your spouse.

In some circumstances, if you die before receiving all 120 monthly guaranteed payments, the Board of Trustees, if requested, may pay the remaining unpaid monthly benefits in an actuarial equivalent lump sum to your beneficiary or beneficiaries.

Form of Benefit Payment Election at Retirement

You will be provided, after submitting an Application for Benefits to the Fund Office, an illustration of the monthly amount of the optional forms of benefit payments you may elect.

In addition to the Ten-Year Certain and Life Benefit, effective after April 1, 2007, you can elect a 50%, 75% or a 100% Joint and Survivor/Five-Year Certain and Life Benefit. You must provide the Pension Fund, in writing, the executed appropriate forms to make an election of the monthly payment stream you wish to receive. The forms can be obtained from the Fund Office. If you are legally married and you want your monthly pension paid in the form of a Ten-Year Certain and Life Benefit, your spouse must sign the proper consent forms, which require a notary, to permit this election. At this same time, you should provide the Board of Trustees with a completed designation of beneficiary form.



10. APPLICATION FOR BENEFITS

Pension Effective Date

Pensions are usually effective on the first day of the month following a one (1) month processing period upon receipt of the Application for Benefits at the Fund Office. If you intend to retire, it is to your advantage to start the application process at least two (2) months prior to the date on which you wish to retire. You must file an application at least 7 days but no more than 180 days prior to your Pension Effective Date. Disability Pension Payments may begin with the sixth (6th) calendar month of disability if the Participant files an application before that date.

How to Apply

The first step is to request, in writing, an Application for Benefits from the Fund Office. You should complete all questions on the application and sign and return your application to the Fund Office at least one (1) month before the expected month that you wish your pension payment to start. You must send proof of your date of birth with your application; and, if you are to receive a Joint and Survivor Benefit, you must also provide proof of your wife's date of birth and evidence of your marriage. If your application is not complete, it will not be processed and will be returned to you for the missing information. This will result in a delay of the effective date of your pension.

An Application for Benefits must be complete and contain all information necessary to process your retirement benefits. You can contact the Fund Office and schedule an appointment for assistance in completing your Application for Benefits. The staff at the Fund Office can explain any Plan provisions or options available.

You should follow the following steps when applying for a pension benefit.

The first step in applying for a pension benefit is to request, in writing, an Application for Benefits from the Fund Office at the address below. If you are applying for a Disability Pension, please indicate this in your request.

Connecticut Plumbers and Pipefitters Pension Fund
1155 Silas Deane Highway
Wethersfield, CT 06109

Upon receipt by the Fund Office of your written request for an Application of Benefits, they will forward a self-explanatory Application for Benefits package to the return address indicated on your request.

ALL questions on the Application for Benefits must be answered. Also, be sure to sign and date the Application. If you need any assistance in completing your Application for Benefits, please contact the Fund Office to arrange an appointment.

If your application is not complete, or lacks the information required for processing, this could result in a delay in issuing your first monthly pension check. Your application will be processed to the extent information is available. You cannot begin collecting a pension until all the following documentation has been properly executed and received by the Fund Office including: (1) an Application for Benefits; (2) election/waiver of payment option; (3) proof(s) of age(s); (4) proof of marital status; and (5) Retirement Declaration.

If you have submitted an Application for Benefits and are requested to provide additional documentation, or your application has been approved by the Board of Trustees and requires the execution of documents to put your pension in pay status, you have 60 days to provide such information or documentation, or your application and corresponding Pension Effective Date will be voided. You will be required to resubmit an Application for Benefits which will establish a new Pension Effective Date.



When you return your Application for Benefits, you must include the following additional information, if applicable:

- Proof of age – One (1) of the documents of proof of age listed below must be furnished. This list is in the order of acceptance by the Fund, i.e., a birth certificate is the most preferred evidence, and hospital records are the least preferred. Additional proof of age may be requested if the document which you submit is not considered adequate proof. Photocopies are not acceptable. All documents submitted must be originals or certified copies, which will be returned to you.
- Birth certificate.
- Baptismal certificate or statement as to the date of birth shown by a church record, certified by the custodian of such record.
- Notification of registration of birth in a public registry of vital statistics.
- Certification of record of age by U.S. Census Bureau.
- Hospital birth record, certified by the custodian of such records.
- Foreign, church or government records.
- Social Security Card.
- If you are married, a copy of your marriage certificate and proof of your spouse's age will be required with the submission of your Application.
- If you are applying for a Total and Permanent Disability Pension, the Fund Office will require you to submit a copy of your Social Security Administration disability award.

The effective date of your pension benefit cannot be earlier than the first day of the month following at least seven (7) days from the receipt of your Application for Benefits at the Fund Office. You may request a later effective date. The Pension Fund cannot, however, issue you your first benefit check until all the documentation and forms have been properly signed and accepted by the Fund Office.

For a Total and Permanent Disability Pension, the earliest date a benefit will be paid is the first of the month following a continuous period of disability of five (5) full calendar months (the waiting period). The date of your disability will be determined by the Board of Trustees based on a Social Security Administration awarding of disability benefits. If all information is submitted to the Fund Office after the five (5) month waiting period has elapsed, your Total and Permanent Disability Pension, if you are eligible, will become effective the first of the month following the receipt of your Application and all required information.

If you believe you are entitled to a Total and Permanent Disability Pension and you have not yet filed or received a determination from the Social Security Administration regarding a disability award, you can file an application for a Disability Pension, and upon your application being denied for not having a Social Security Disability award, you can apply for an Early Retirement Pension. If the Social Security Administration issues a determination that you were disabled and awards you a Social Security Disability award with an effective date **prior to** your Early Retirement Pension effective date, the Pension Fund upon receipt of the Social Security Administration disability award will change your retirement benefit from an Early Retirement Pension to a Total and Permanent Disability Pension. If the Social Security Administration determines the effective date of your Disability benefits **after** the effective date of his Early Retirement Pension, then the pensioner retirement benefit will NOT be changed and will remain as an Early Retirement Pension.

If a pensioner applied for a Disability Pension but accepted an Early Retirement Pension pending receipt of a favorable determination from the Social Security Administration. Should the pensioner receive a disability award from the Social Security Administration, establishing his disability on or before the date of his retirement, then the Pension Fund will retroactively adjust the Early Retirement Pension amount to the amount of the Total and Permanent Disability. In order for the award of a Total and Permanent Disability Pension to be retroactive to his retirement date, the evidence from the Social Security Administration must be provided to the Fund Office within one (1) year of the Early Retirement Pension effective date. If notice of the pensioner's disability is received after one (1) year, establishing his date of disability prior to his retirement date, the pensioner's Early Retirement Pension will be converted to a Total and Permanent Disability Pension prospectively. The form of benefit payment cannot be changed once elected.

Upon receipt of your Pension Application and all other necessary information, the Fund Office will research and verify your Pension Credits. After reviewing all the evidence supporting your application, the Fund Office will present your Application for Benefits to the full Board of Trustees. The Board of Trustees is scheduled to meet every month to conduct the business of the Pension Fund. During these regularly-scheduled meetings, your pension application will be acted upon by the Board of Trustees.

You will be notified by the Fund Office of the decision of the Board of Trustees following the meeting. If you disagree with the pension award, you have ninety (90) days to file a written appeal of the decision with the Board of Trustees. Your rights to appeal are discussed in more detail in Section 13.

Before receiving your first monthly retirement payment, you will be required to complete a Retirement Declaration. After receipt of this document, your first and subsequent payment will be direct deposited to your designed bank account.

The Pension Fund requires all retirement awards to designate a bank account to electronically deposit all monthly pension payments.

If you are contemplating retirement, you may request, in writing, that the Fund Office calculate an estimated pension benefit which you would be eligible to receive at some future date. **ONLY THE BOARD OF TRUSTEES IS AUTHORIZED TO APPROVE A PENSION BENEFIT.**

Before the Board of Trustees can approve any benefit payment, it is necessary for the Fund Office to verify the Pension Credit which you had accrued, including possible periods of absence from Covered Employment. Therefore, it may take 90 days or more before the Board of Trustees can pass judgment upon your application and benefit checks can be paid on your behalf. However, payments will be made retroactively to your Pension Effective Date in the event of an administrative delay. If you don't apply for a pension when you become eligible, your benefits will not be paid retroactively to the date when you would have been eligible to receive them.

Application for Pre-Retirement Death Benefit

In the event of a Participant's death before retirement, your surviving spouse, dependent child(ren) or beneficiary must file an Application for Benefits with the Board of Trustees on a form furnished by the Fund Office to receive the appropriate lump sum or monthly benefits on your behalf. An application should be obtained from the Fund Office right after your death in order that payments may begin to your beneficiary as soon as possible.

It is very important that you discuss the benefits of this Plan with your spouse and beneficiaries. Many people never collect benefits upon the death of a loved one because they did not know what benefits were available and how to apply for them.

11. SUSPENSION OF PENSION BENEFITS

You should always consult the Fund Office if you plan on returning to work after you have retired because returning to work may affect your pension benefits. Suspension of Benefits is a very complex situation and this booklet merely gives you a summary of “suspension of benefits” provisions and how they may affect your right to continue to receive monthly retirement benefits.

“Suspension of Benefits” means you are not entitled to benefits for the month. If you were paid for a month that you are later determined ineligible due to one of the various reasons listed below, your future pension payments will be deducted.

Disqualifying Employment

In order to be considered retired and eligible to receive monthly pension benefits, you must completely withdraw from any employment considered “Disqualifying Employment.” Disqualifying Employment means returning to work in Covered Employment or engaging in employment or self-employment, whether union or nonunion, as a plumber, steamfitter or pipefitter, which shall include work in any other capacity in any phase of the plumbing and pipefitting industry with the exception of certain work specifically listed below. This work restriction applies to the states of Connecticut, Massachusetts, New York and Rhode Island.

If you are receiving a Total and Permanent Disability Pension, any work other than for rehabilitation purposes is Disqualifying Employment. If you are receiving an Occupational Disability Pension, Disqualifying Employment means any employment in the plumbing or pipefitting industry.

A Pensioner may work as an inspector, training school instructor or representative of the United Association. A Pensioner may also work for a contributing employer so long as the scope of his work is limited to such administrative tasks as estimating, budgeting, proposed schedules, public relations or sales, etc. In order to be eligible for this Post Retirement Employment, the Participant must submit a written request, prior to engaging in such employment along with a letter from the contributing employer describing the work activities to be performed after retirement. The Board of Trustees will review each request for Post Retirement Employment and advise the Participant whether such employment is permissible. Without prior approval, such employment could be considered “Disqualifying Employment”. A Pensioner may not direct or supervise or undertake other activities normally performed by a general contractor, mechanical contractor, or specialty contractor unless approved in advance by the Board of Trustees.

A Pensioner planning to return to work should always consult the Board of Trustees in advance to avoid a possible suspension of benefits, because the work performed under similar job descriptions and classifications varies greatly from employer to employer. You should obtain an Affidavit from the Fund Office, fill it out with your intended Employer, and submit it to the Board of Trustees before starting work as a Pensioner. Pensioners are warned not to rely on any opinion of any individual concerning Disqualifying Employment, but instead to rely solely on a written determination made by the Board of Trustees.

The question of Disqualifying Employment, as noted above, can be complex and can involve any employment with any Employer whose business activities are of the types of business activities engaged in by any Contributing Employer. It can also involve supervisory activities which relate to any skills you learned while training for or working in Covered Employment. In many cases, the question of whether a particular job constitutes Disqualifying Employment depends upon the facts or circumstances of the particular case.



Again, if you are considering a return to employment, you should write the Board of Trustees, give the particulars of the job involved, and ask the Trustees for approval. Do not rely on any verbal opinion by any Local representative, trustee, or any other person. The Board of Trustees will make a determination and authorize the Fund Office to give you a written response. The Board must act in a uniform, nondiscriminatory manner and in accordance with Section 203(a)(3)(B) of ERISA and the regulations which apply, which can be found in the Code of Federal Regulations starting at 29 CFR Sec. 2530.203-3. If the decision you receive is unfavorable, you have the right to appeal the decision in the same fashion as described in Section 13 "Appeal Process."

Suspension of Benefits Before Age 65

If you retire before age 65 and then begin to work in Disqualifying Employment while you are receiving pension benefits, you must notify the Board of Trustees in writing within 30 days of your return to work. Your pension benefits will be temporarily suspended and will then resume six (6) months after you stop working in Disqualifying Employment. If you fail to notify the Board of Trustees of any work in Disqualifying Employment, your pension benefits will be suspended for a period equal to the number of months you worked in Disqualifying Employment plus twelve (12) months.

EXAMPLE

A Participant at age 58 retires on a Service Pension after accruing 30-Pension Credits, collects his monthly retirement benefit for a year, and decides to return to work in Covered Employment. After working in Covered Employment for a year, decides again to retire. Considering this is a subsequent retirement, this Participant must wait six (6) months after he stops working to again before collecting a monthly retirement benefit. The Pension Credit accrued while he returned to work in Covered Employment will be added to the monthly amount previously being received. If the pensioner returns to work in the plumbing industry and does not notify the Pension Fund, in writing of his return to work, the waiting period before resuming to collect a pension is twelve (12) months.

Suspension of Benefits after Age 65

If you are age 65 or older and then return to work in Disqualifying Employment, your pension benefits will be temporarily suspended each month in which you work or are paid for forty (40) hours or more. Your pension benefits will resume the following month after you have notified the Board of Trustees that you are no longer working in Disqualifying Employment.

You also have the option, after attaining age 65, to return to work as a plumber, steamfitter or pipefitter without forfeiting or having your pension benefit suspended, provided you work less than forty (40) hours per month.

You must notify the Fund Office in writing within 30 days after resuming work which may be disqualifying under the provisions of the Plan without regard to the number of hours worked. If it is determined you returned to work in Disqualifying Employment and failed to give timely notice to the Fund Office, the Board of Trustees shall presume that you worked for at least forty (40) hours in each month during such employment and shall suspend your benefit for a period of time to the number of months you worked.

Repayment of Benefits Received While Working in Disqualifying Employment

If you fail to notify the Board of Trustees of Disqualifying Employment while you are receiving benefits, your future monthly benefit will be reduced until the overpayment you received during your Disqualifying Employment is repaid. Following suspension, in order for your Pension benefits to start again, you must file an Application for Benefits. Your first check will be reduced by the full amount of the overpayment. If the overpayment amount exceeds your first check, then subsequent checks will be reduced by 25% until the overpayment is repaid in full.

Mandatory Receipt of Benefits

If you are still working after the April 1st following the calendar year in which you attain age 70½, you must begin collecting your pension benefits, and the suspension of benefit provisions of the Plan will not be applicable.

Recalculation of Pension

If you earned at least 1/12 Pension Credit during your work in Disqualifying Employment, your pension will be recalculated as of February 1st of the following calendar year, to take into account additional Pension Credits earned and your older age when you again retired. The form of benefit you previously elected for prior benefits will remain in effect. Any new benefits you accrue will be subject to a new election.

If you were receiving an Early Retirement Pension and returned to work in Covered Employment, your new accrued benefits earned after your return will be offset (reduced) each month by 1% of the amount of benefits you previously received. Although your subsequent Pension benefit will be recalculated to reflect your older age and additional Pension Credit you accrued. However, your total recalculated benefit will never be less than the amount you were originally receiving (unless reduced to repay an overpayment of benefits).

If you retired on a Disability Pension and return to Covered Employment, when you re-retire your new pension will not be offset by any amounts you previously received.

Temporary Permissible Employment During Manpower and/or Skill Shortages

Local No. 777 can request the Board of Trustees that either due to a labor shortage or a skill set shortage the Suspension of Benefit provision of the Plan be waived to permit a specific pensioner or pensioners to work at a particular job for a temporary period of time. The Board of Trustees will consider such request based on the circumstances at the time. A pensioner wishing to return to work in Covered Employment under these circumstances must apply in writing to the Board of Trustees and be approved in advance of returning to work. Without the advance approval, a pensioner engaging in work in Covered Employment would be Disqualifying Employment. A pensioner earning additional Pension Credit under this arrangement will have his retirement benefit adjusted, the February 1st following the calendar year of such employment.

Voluntary Suspension of Benefits

You may, for personal reasons not involving Disqualifying Employment, request a voluntary suspension of your benefits. You must notify the Trustees in writing of your request and specify the period of time during which you want your benefits suspended. A request for reinstatement of your pension must be received in advance of the first month you want payments to begin. There is no adjustment in your monthly benefit when it is voluntarily suspended.

You will not be entitled to supplemental or retroactive payments payable to pensioners when benefits are suspended.

12. REQUIRED DISTRIBUTIONS

The IRS requires that you begin receiving benefit payments by your “Required Beginning Date.” Your “Required Beginning Date” is the April 1 of the calendar year following the calendar year in which you turned age 70 ½. You must begin receiving benefits regardless of whether you are still working. If you fail to file an Application for Benefits before your Required Beginning Date, the Board of Trustees will establish your Pension Effective Date and the form of your benefit payments according to the provisions of the Plan. The benefit payment form will be irrevocable once it begins.

If you are approaching age 70 and have not begun receiving pension payments, contact the Fund Office to find out how the required distributions will affect you.



13. APPEAL PROCESS

If your application for a pension benefit or the application of your beneficiary for a death benefit is denied by the Board of Trustees, you will be informed in writing of the reasons why you are not eligible and what, if anything, you can do to become eligible. If you believe you have met the requirements of the Plan to be eligible for a pension, or you question the determination of the amount of any pension which is awarded, you may petition the Board of Trustees for a review of your claim, and you may review pertinent documents at the Fund Office.

Denial of Claims (Other than Disability Benefit)

In the event that any Participant, Beneficiary or other person claims to be entitled to a benefit under the Plan, and the Board of Trustees determines that such claim should be denied in whole or in part, the Fund Office at the direction of the Board of Trustees shall, in writing, notify such claimant within 90 days of receipt of such claim that his claim has been denied. An extension of time not exceeding 90 days shall be available if special circumstances require an extension of time for processing the claim. If so, notice of such extension, indicating what special circumstances exist and the date by which a final decision is expected to be rendered, shall be furnished to the claimant before the initial 90-day period expires.

Denial of Disability Benefit

If a Participant claims to be entitled to a benefit under the Plan by reasons of disability, and the Board of Trustees makes a determination that the Participant is not totally and permanently disabled, the Fund Office at the direction of the Board shall, in writing, notify such claimant within 45 days of receipt of such claim that his claim has been denied.

An extension of time not exceeding 30 days shall be available if special circumstances require an extension of time for processing the claim. If so, notice of such extension, indicating what special circumstances exist and the date by which a final decision is expected to be rendered, shall be furnished to the claimant before the initial 45-day period expires. The Fund may take a second 30-day extension period should it determine before the expiration of the first 30-day extension period that such an extension is necessary because a decision cannot be rendered within the first extension period due to reasons beyond its control. If a second extension is necessary, the notice of the second extension shall be sent to the claimant before the first 30-day extension period expires.

For any extension where unresolved issues prevent a decision on the claim and additional information is needed to resolve the issue, the claimant shall be given 45 days from the receipt of the extension notice to provide the specified information.

Notice of Denial (All Claims)

The notice of denial shall set forth in a manner reasonably expected to be understood by the claimant: (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent Plan provisions on which the denial is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; (iv) appropriate information as to the steps to be taken if the claimant wishes to submit his claim for review; and (v) a statement explaining the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination after the review (as discussed below).



Disability Claims Only - The Fund relies on the Social Security Administration protocol and criterion in making its decision that a Participant is totally and permanently disabled.

Right to Authorized Representative (All Claims)

- A claimant may appoint an authorized representative to act on his behalf for the purposes of filing a claim and seeking a review of a denied claim. The claimant, however, must notify the Fund in advance in writing of the name, address, and phone number of the authorized representative.

Right to Appeal (Other than Disability Claims)

- Within 180 days after receipt of such notice of denial, such claimant or his authorized representative may request, by mailing or delivery of written notice to the Trustees, a review by the Trustees of the decision denying the claim. Such petition for review shall state in clear and concise terms the reason or reasons for disputing the denial and shall be accompanied by any pertinent documentary material not already furnished. The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Right to Appeal for Disability Claims

- Within 180 days after receipt of notice of denial of disability claims, such claimant or his authorized representative may request, by mailing or delivery of written notice to the Trustees, a review by the Trustees of the decision denying the claim. Such petition for review shall state in clear and concise terms the reason or reasons for disputing the denial and shall be accompanied by any pertinent documentary material not already furnished. The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- The review of the appeal for denial of disability claims shall be made by individuals who did not make the adverse benefit determination that is the subject of the appeal, and are not a subordinate of the individuals who made the adverse benefit determination.
- The review of the appeal will not afford deference to the initial adverse determination.

Review of Documents (All Claims)

- Upon request and free of charge, the claimant or his duly authorized representative shall be permitted to review relevant documents and submit issues and comments in writing. A document, record or other information is “relevant” if it: (i) was relied upon in making the benefit determination; (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or (iii) demonstrates compliance with the administrative processes and safeguards required under federal law.

Presumption (All Claims)

- If the claimant fails to request such a review within 180-day period, it shall be conclusively determined for all purposes of this Plan that the denial of such claim is correct.
- A decision by the Trustees shall be made at their next scheduled meeting which is at least 30 days after their receipt of a request for review, unless special circumstances require an extension of time for processing, in which case notice of such extension shall be furnished to the claimant prior to the commencement of the extension. A decision shall be rendered as soon as possible, but not later than the third meeting following the Trustees’ receipt of the request for review.

Notification of Decision (Disability Claims)

- A decision by the Trustees shall be made at their next scheduled meeting which is at least 30 days after their receipt of a request for review, unless special circumstances require an extension of time for processing, in which case notice of such extension shall be furnished to the claimant prior to the commencement of the extension. A decision shall be rendered as soon as possible, but not later than the third meeting following the Trustees' receipt of the request for review.

Content of Notice (All Claims)

- The claimant shall be advised of the Trustees' decision in writing as soon as possible, but no later than 5 days after the decision has been made. The notice of denial shall set forth in a manner reasonably expected to be understood by the claimant:
 - specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based;
 - a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information "relevant" to the claimant's claims for benefits, as determined under (g)(1), above;
 - description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
 - a statement describing any voluntary appeal procedures and the claimant's right to obtain information about such procedures, if any; and
 - a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

Determination (All Claims)

- If the Trustees determination is favorable to the claimant, it shall be binding and conclusive. If such determination is adverse to such claimant, it shall be binding and conclusive unless the claimant notifies the Trustees within 90 days after the mailing or delivery to him by the Trustees of its determination, that he intends to institute legal proceedings challenging the determination of the Trustees, and actually institutes such legal proceeding within 180 days after such mailing or delivery.

Fully Binding (All Claims)

The denial of an application or claim as to which the right of review has been waived or the decision of the Trustees with respect to a petition for review, shall be final and binding upon all parties, including the applicant, claimant or petitioner and any person claiming under the applicant, claimant or petitioner, subject only to judicial review.

This procedure must be followed by anyone who believes he was not given proper consideration for a pension or other benefit provided by this Plan

14. FUTURE OF PLAN

The Board of Trustees believe the contributions will be sufficient under normal circumstances to provide the benefits described in this booklet; however, since it is not possible to predict future conditions accurately, the Board of Trustees reserves the right to revise the Plan if the Fund is not sufficient to provide pension or death benefits in the amount contemplated.

The future of the Plan will be determined by the terms of the Collective Bargaining Agreements, by conditions relating to the income and outgo of the Plan, by the employment level in the trade within the State of Connecticut, and by other conditions beyond the control of the Board of Trustees. Hence, the Board of Trustees reserves the right to amend, merge or terminate the Plan at any time. No change, suspension or discontinuance will adversely affect the pensions being paid. If the Plan is discontinued, the unallocated assets of the Pension Fund will be disposed of for the exclusive benefit of its participants and beneficiaries who have then earned a vested interest in the Plan.

If participants and beneficiaries are not receiving a pension at the time of discontinuance, benefits credited under the Plan may be reduced or canceled, depending on the status and method of application of the assets of the Pension Fund.



15. RECIPROCAL AGREEMENTS

The Board of Trustees has entered into a number of Reciprocal Agreements with other plumbing and pipefitting pension funds providing for the transfer of contributions and the crediting of hours worked outside the jurisdiction of Local No. 777. The provisions which govern the transfer of contributions on your behalf for work performed in the jurisdiction of a Pension Fund signatory to a Reciprocal Agreement may be unique to each agreement.

Each agreement provides for an exchange of data necessary in computing your Pension Credits. You should notify the Fund Office immediately when you begin work in the jurisdiction of another Local Union.

You should notify the Fund Office in writing, giving your name, social security number, hours and dates worked, and the Local number where work was performed. The Fund Office has available Reciprocity Authorization Cards, which you should complete and deliver to the Fund Office of a reciprocating fund immediately when you begin employment outside the jurisdiction of this Pension Fund. This is especially important since some jurisdictions will reciprocate only those contributions accruing after the date they receive your written request to make reciprocal payments to this Fund. They will not make retroactive contributions. If you start work in an area where there is no Reciprocal Agreement in force, the Pension Fund will try to secure an agreement as soon as you notify the Fund Office of your work outside of Connecticut.

Although the Board of Trustees will make every effort to collect amounts due from other Funds under Reciprocal Agreements, the Board of Trustees cannot enforce collection from employers signatory to Collective Bargaining Agreements requiring payment to other Funds in other areas. Collection can only be enforced by the Fund in the jurisdiction that the work is performed. **If reciprocal contributions are not received on your behalf, you will not receive credit for work in another jurisdiction.**

The Board of Trustees will continue its efforts to obtain signed Reciprocal Agreements with other pension funds. Some pension funds have refused to enter into an Agreement. Also, Reciprocal Agreements provide that such Agreement can be terminated by either Pension Fund upon notice to the other. For these reasons, you must contact the Fund Office when working in a geographical area covered by a Reciprocal Agreement.



16. MISCELLANEOUS PROVISIONS

Nonforfeitability Benefits

At no time, either before or after you begin receiving pension payments, can you assign, transfer or sell your pension or any rights you may have under the Plan. In addition, your pension and interest in the plan is protected against claims of creditors, orders, decrees, garnishments, executions or other legal process or proceedings to the full extent permitted by law (except Qualified Domestic Relations Orders, as discussed below, and IRS levies).

Qualified Domestic Relations Order

A court can order all or a portion of your benefits to be paid to an Alternate Payee. Such orders are normally entered in a divorce proceeding. An Alternate Payee is usually a former spouse or dependent child. If the Plan receives a Domestic Relations Order against your pension, it will review the qualification status of the order and administer benefits accordingly. If you have any questions regarding your rights under a Qualified Domestic Relations Order, have your attorney contact the Fund Office to obtain a copy of the Pension Fund's sample forms and procedures.

Employer's Rights

Your employer's right to discipline or discharge you or exercise its rights as to tenure of employment shall not be affected for any reason by the existence of this Plan or any action or provision under it.

Maximum Benefit Limitations

The Internal Revenue Code under Section 415 provides that your yearly benefit from the Plan cannot exceed specific maximums based on your age and compensation at retirement. These maximum benefit limitation rules are very complex and are not discussed in detail here. Very few individuals are ever affected by these limitations. If the Fund Office records indicate that you may be affected by these rules, you will be notified.

Taxation of Benefits and Rollovers

Monthly pension payments are taxable as ordinary income. You may elect to have both federal and state income tax withheld. If you receive benefits from the Pension Fund during a calendar year, your income from the Pension Fund will be reported to the IRS and you will receive a Form 1099-R or any other reporting required by the IRS after the end of that year.



17. SOME QUESTIONS AND ANSWERS

The following is a list of commonly asked questions about the Plan and the corresponding answers.

1. How are benefits funded?

All contributions to the Pension Fund are made by Contributing Employers in accordance with their Collective Bargaining Agreements with U.A. Local 777.

2. What is ERISA?

The Employee Retirement Income Security Act of 1974 (ERISA) is a federal law which regulates, among other things, employee pension plans. It became effective with respect to this Plan on April 1, 1976.

3. Who administers the Pension Plan?

The Plan is administered by a Board of Trustees consisting of an equal number of Local Union and Employer representatives, in accordance with the Agreement and Declaration of Trust.

4. Who is covered by the Pension Plan?

Plumbers, pipefitters and steamfitters, including apprentices or permit employees, who work under the terms of a Collective Bargaining Agreement with U.A. Local 777 in Connecticut for whom contributions are made to the Pension Fund.

5. Do the Pension Benefits provided by this Plan affect Social Security benefits in any way?

No. The benefits payable under this Plan are in addition to benefits paid under Social Security.

6. Can I sell, assign or pledge my rights to benefits?

No. Benefits cannot be sold, assigned or pledged as a security for a loan or for any other purpose. Furthermore, they are not subject to attachment or execution under any judgment decree of a court or otherwise, except for a Qualified Domestic Relations Order, which is explained in Section 16, and certain IRS actions.

7. Are Plan documents available to me?

Yes. Copies of the Trust Agreement, Plan document and amendments, Annual Funding Notice, Collective Bargaining Agreements and a full annual report are available for inspection at the Fund Office during regular business hours. Upon request, these documents will be furnished by mail upon payment of reasonable photocopy charges. You should, therefore, call ahead and find out what the charge will be before writing and asking for copies of these documents.

8. After I apply for benefits, when is my pension payable?

Applications must be received by the Fund Office at least seven (7) days in advance of the month a Participant wishes to retire. Generally, it takes at least one month to process your application from the date it is received at the Fund Office. However, the latest your pension benefit can start is the April 1st after the calendar year in which you reach age 70½.

9. When may I obtain a statement of my Pension Credit and the benefits I have earned?

You should receive each year a statement of your work history reflecting your accumulated pension benefits and Vesting Service. If you wish to obtain an estimate of your accrued pension benefits, a written request should be sent to the Fund Office, which will prepare an estimate of your current accrued benefit.



10. What happens if I am unable to manage my own affairs?

The Trustees may forward any benefits due you to your legal guardian, committee or legal representative based on the proper submission of documentation that such individual has proper authority over your affairs. While you are still competent, you can also execute a court-recognized Power of Attorney, naming a person you wish to handle your affairs to act on your behalf.

11. Can I change my beneficiary after I retire?

You may change your beneficiary after you retire if you have elected to receive payment of your pension in the form of a Ten-Year Certain and Life Benefit. You may obtain a Designation of Beneficiary Card from the Fund Office. If you were married at the time benefit payments commenced, your spouse's notarized consent to the change in beneficiary is required by law.

12. Can I designate more than one (1) person as beneficiary?

Yes, you can designate more than one (1) person as beneficiary under the Ten-Year Certain and Life form of benefit payment. You will be required to indicate whether any benefits which may become payable should be paid in equal shares to several individuals (co-beneficiaries) or in a certain order (contingent beneficiaries). You must indicate whether the beneficiaries are co-beneficiaries or contingent beneficiaries, and if contingent beneficiaries, the order of succession. However, if you are married, your spouse's consent will be required.

13. When am I eligible for a Vested Pension?

You become entitled to a Vested Pension if you have become vested prior to leaving Covered Employment. If you were working in Covered Employment and participating in the Plan on or after January 1, 1999, you are vested after five (5) years of Vesting Service. Different rules apply prior to January 1, 1999, when the Plan required ten (10) Pension Credits or years of Vesting Service to become vested. Refer to Section 5 for more details. You are also eligible for a Vested Pension when you reach Normal Retirement Age.

14. When would I become eligible to retire on a Total and Permanent Disability Pension?

You may retire on a Disability Pension upon filing an Application for Benefits with the Board of Trustees, provided:

- You have accrued at least one (1) Pension Credit; and
- You worked in Covered Employment (work for which contributions are paid to the Fund) and earned at least one-twelfth of a Pension Credit (100 hours) in at least one of the two calendar years immediately preceding the calendar year in which you became disabled; and
- You receive a determination from the Social Security Administration that they have awarded you disability benefits.

15. How is total and permanent disability defined?

You are considered Totally and Permanently Disabled if you are entitled to or are receiving Social Security Disability Benefits and you are completely prevented from engaging in any further gainful employment whatsoever.

16. What are "Years of Vesting Service?"

This is a special test used to determine your vested status. You are credited with one Year of Vesting Service for each calendar year in which you worked in Covered Employment or are credited with hours for periods of disability (refer to Section 3) for 1,000 hours or more, or for each Pension Credit you earn (maximum one per year).

17. Can credit for a pension be lost or canceled?

Yes, through a Break-in-Service. If you fail to earn at least 1/12 of a Pension Credit (100 hours) in any calendar year before earning at least five (5) Years of Vesting Service or (5) Pension Credits, you will incur a Temporary Break-in-Service and all of your Pension Credits and Years of Vesting Service accumulated prior to the break may be canceled. However, a Temporary Break-in-Service may be repaired by a timely return to Covered Employment and the accumulation of a sufficient amount of subsequent service. In any case, you cannot lose Pension Credit once you are vested.

18. Can a Break-in-Service be repaired?

Yes. If a Participant, after incurring a Temporary Break-in-Service, returns to work in Covered Employment and in a calendar year earns one (1) year of Vesting Service (1,000 Hours of Service in a calendar year) before the number of calendar years of his Temporary Breaks-in-Service equals or exceeds the total number of years of Vesting Service or Pension Credits, whichever is greater, immediately prior to the Temporary Break-in-Service, he will repair the Temporary Break-in-Service. See Section 4 for an example.

19. Suppose I die before retirement, is there a benefit payable to my spouse or beneficiary?

There are two pre-retirement death benefits: (1) If you do not have a qualified surviving spouse or dependent child(ren), a Lump Sum Death Benefit equal to \$1,000 multiplied by the number of full Pension Credits earned, subject to a maximum of 25 Pension Credits, or \$25,000, is payable to your named beneficiary, provided you have earned at least one twelfth (1/12) of a Pension Credit (100 hours) in one (1) of the three (3) calendar years including the year of your death, regardless of your Vested Status; or (2) If you die after earning at least five (5) Pension Credits and before actual receipt of any retirement benefits and you leave a surviving spouse or dependent child, a monthly death benefit equal to the monthly pension you would have received if you had retired the first day of the month of your death will be paid upon filing an Application for Benefits. A further description is provided in Section 7 of this booklet.

20. What is a Joint and Survivor/Five-Year Certain and Life Benefit?

Under a Joint and Survivor/Five-Year Certain and Life Benefit, a lifetime benefit is provided the pensioner as well as for his spouse or beneficiary. Under this arrangement, the amount of the monthly benefit payable to you after your retirement is reduced during your lifetime from what it would be if the pension were paid in the form of a Ten-Year Certain and Life Benefit. Then, upon your death, your spouse or beneficiary would be entitled to 50%, 75% or 100% (depending on your election) of your monthly benefit for his/her lifetime instead of a continuation of the monthly pension for the balance of ten (10) years under a Ten-Year Certain and Life Benefit.

The amount of the reduction in your benefit depends on your age and your spouse's or beneficiary's age. Since the reduction will vary from one case to another, the Fund Office will furnish you the actual figures when you apply for a pension, and an opportunity to choose or reject a 50%, 75% or 100% the Joint and Survivor/Five-Year Certain and Life Benefit. Sixty payments are guaranteed under the Joint and Survivor Benefit/Five-Year Certain and Life. If you and your spouse or beneficiary die before sixty (60) payments have been made, a beneficiary of the last payee will receive the balance of the sixty (60) monthly payments.

21. What happens to the Joint and Survivor Benefit if my spouse dies or we become divorced?

The Joint and Survivor Benefit is nullified if your spouse dies before you do. Your pension will be increased or will "pop-up" and you will begin to receive your benefits at a higher rate. Please refer to the pop-up provision in Section 8. If you become divorced or if you die before your spouse, the Joint and Survivor Benefit is irrevocable.

22. Are there any restrictions on the type of work I can take on after retirement?

Yes. It is most important for you to keep in mind that generally, once you retire on a pension from this Fund, you must cease being employed or working as a plumber, pipefitter or steamfitter in Connecticut, Massachusetts, New York and/or Rhode Island. A further explanation is described in Section 11.

23. What happens if I break these rules on working after retirement?

Your monthly benefits will be suspended until you stop working and your pension benefit may be suspended for an additional period of time. Different rules apply depending on your age. Refer to Section 11 for more details.

18. APPLICATION PROCEDURES

The first step in applying for a pension benefit is to request, in writing, a Pension Application Form from the Fund Office at the address below. If you are applying for a Disability Pension, please indicate this in your request.

Connecticut Plumbers and Pipefitters Pension Fund

1155 Silas Deane Highway
Wethersfield, CT 06109-4318

Upon receipt by the Fund Office of your written request for a Pension Application Form, the Fund Office will forward, within one week, a self-explanatory Pension Application Form to the return address indicated on your request.

ALL questions on the Pension Application Form must be answered. Also, be sure to sign and date the Application. Should you require any assistance in completing your Pension Application Form, please contact the Fund Office to arrange an appointment with the Administrator.

IF YOUR APPLICATION IS NOT COMPLETE, OR LACKS THE REQUIRED INFORMATION TO BE PROCESSED, IT WILL BE RETURNED TO YOU. THIS COULD RESULT IN A DELAY OF YOUR PENSION BENEFITS.

The Pension Application Form will also require the following additional information, if applicable:

- Proof of age – One of the documents of proof of age listed below must be furnished. This list is in the order of acceptance by the Fund, i.e., a birth certificate is the most preferred evidence and hospital records are the least preferred. Additional proof of age may be requested if the document which you submit is not considered adequate proof.
 - Birth certificate.
 - Baptismal certificate or statement as to the date of birth shown by a church record, certified by the custodian of such record.
 - Notification of registration of birth in a public registry of vital statistics.
 - Certification of record of age by U.S. Census Bureau.
 - Hospital birth record of age, certified by the custodian of such records.
- If you wish to receive benefits paid in the form of a Joint and Survivor Benefit and this form of distribution is elected on your Pension Application Form, a copy of your marriage certificate and your spouse's proof of age will be required with the same submission of your Application.
- If you are filing for a Disability Pension, a separate Physician's Statement of Disability Form will have to be completed by your attending physician. If you have applied for a Disability Award from Social Security, the Board of Trustees also requires this as additional evidence. A Disability Award from Social Security is not an essential requirement, but the preferred evidence considered by the Board of Trustees in the determination of your disability status.

NOTE: YOUR APPLICATION WILL NOT BE SUBMITTED TO THE BOARD OF TRUSTEES BY THE ADMINISTRATOR UNTIL ALL INFORMATION IS RECEIVED.



The effective date of your pension benefit will be the first day of the month following the receipt of all information necessary to process your Pension Application or your elected retirement date, if later.

EXAMPLE

Assuming you requested an application from the Fund Office, completed all the requested information and returned it to the Fund Office where it was received on July 20, the earliest your pension benefits could commence is August 1. This effective date is based upon the established practice of the Fund to allow seven (7) days to process your Pension Application after being received by the Fund Office. However, you and your spouse must sign a waiver to have your benefits start sooner than 30 days from the date you receive benefits and joint and survivor information from the Fund Office.

For a Disability Pension, the earliest date a benefit will be paid is the first of the month following a continuous period of disability of five (5) months (waiting period). The date of your disability will be determined by the Board of Trustees based upon evidence submitted. If all information is submitted to the Administrator after the five month waiting period has elapsed, your Disability Pension, if eligible, will become effective the first of the month following a seven (7) day period after the receipt of all the required information.

EXAMPLE

Assuming you become disabled April 1, and you request a Pension Application and complete all the necessary information before September of the same year, your Disability Pension, if approved by the Board of Trustees, would become effective on September 1. If the information necessary to process your Disability Pension is received after September 1 for the disability commencing April 1, your Disability Pension would become effective the first of the month following seven (7) days from the date the Fund Office receives all the necessary information.

Upon receipt of your Pension Application Form and all other necessary information, the Administrator will research and verify your Pension Credits (hours for which contributions were received by the Fund) and present this information to a Committee of the Board of Trustees. After reviewing all the evidence supporting your Pension Application, the Committee will recommend action on your Pension Application to the full Board of Trustees.

The Board of Trustees meets at least every other month to conduct the business of the Pension Fund. During these regularly scheduled meetings, your Pension Application will be acted upon by the Board.

You will be notified by the Administrator of the decision of the Board of Trustees during the week following the Board of Trustees meeting. If you disagree with the Pension Award, you have 60 days to file a written appeal of the decision to the Board.

Before receiving your first pension check, you will be required to complete a Participant's Signature Form, a Designation of Beneficiary Form, and a Retirement Declaration. Upon receipt of this information, your first pension check will be sent directly from the Fund Office.

If you are contemplating retirement, you may request the Fund Office to calculate an estimated pension benefit which you would receive at some future date. **ONLY THE BOARD OF TRUSTEES IS AUTHORIZED TO APPROVE A PENSION BENEFIT.**

19. SUMMARY OF PRIOR PLAN PROVISIONS CONNECTICUT PLUMBERS AND PIPEFITTERS PENSION PLAN

If you were a Participant in this Plan prior to January 1, 1995, the benefit you earned prior to that date will be calculated using the Plan provisions and benefit rates in effect during that time (or when you last worked in Covered Employment if you had a Break-in-Service.) Any benefit you earn after January 1, 1995 will be calculated under the terms of the new Plan.

This section is intended to provide a summary of the prior benefit provisions and to help explain how your benefit will be determined at retirement.

Determining Your Pension Credits Prior to January 1, 1995

Between January 1, 1989 and January 1, 1995, you earned Future (and Supplemental) Pension Credit according to the following schedule:

Hours Worked In Covered Employment For Which Contributions Are Received By Or Reported To The Pension Fund During Each Calendar	Future Service Pension Credits
2,000 or more, but less than 2,100	1 ⁴ / ₁₂
1,900 or more, but less than 2,000	1 ³ / ₁₂
1,800 or more, but less than 1,900	1 ² / ₁₂
1,700 or more, but less than 1,800	1 ¹ / ₁₂
1,200 or more but less than 1,700	1
1,100 or more, but less than 1,200	1 ¹¹ / ₁₂
1,000 or more, but less than 1,100	¹⁰ / ₁₂
900 or more, but less than 1,000	⁹ / ₁₂
800 or more, but less than 900	⁸ / ₁₂
700 or more, but less than 800	⁸ / ₁₂
600 or more, but less than 700	⁶ / ₁₂
500 or more, but less than 600	⁵ / ₁₂
400 or more, but less than 500	⁴ / ₁₂
300 or more, but less than 400	³ / ₁₂
200 or more, but less than 300	² / ₁₂
100 or more, but less than 200	¹ / ₁₂
less than 100	0

For periods of work prior to January 1, 1989, Pension Credits were accrued under different schedules. The primary difference was the maximum pension credit you could accrue in one (1) calendar year was one (1) Pension Credit. If you have a question about how your Pension Credits prior to this date were earned, refer to your prior summary plan descriptions (booklets) or contact the Fund Office.



Benefit Rates Prior to January 1, 1995

If you were consistently employed and worked at least 100 hours after January 1, 1994, the monthly Benefit Rate used to calculate your benefit for Pension Credits earned prior to January 1, 1995 is \$56.00 per Pension Credit.

If you had an absence from work in Covered Employment (sometimes referred to as a Break in Continuity of Service) for three (3) consecutive years (see Benefit Limitations on pages 24-25), portions of your benefit may be calculated using different Benefit Rates. The following table illustrates the various benefit accrual rates and work requirements since 1972:

Benefit Rate	Pension Effective Date On Or After	Covered Employment Work Requirement
\$10.00 per Pension Credit	January 1, 1972	Worked at \$.50 Contribution Rate
\$13.13 per Pension Credit	April 1, 1975	Worked at \$.70 Contribution Rate
\$14.40 per Pension Credit	August 1, 1981	100 hours after January 1, 1981
\$16.00 per Pension Credit	January 1, 1983	100 hours after January 1, 1982
\$19.00 per Pension Credit	January 1, 1984	100 hours after January 1, 1983
\$21.50 per Pension Credit	January 1, 1985	100 hours after January 1, 1984
\$24.00 per Pension Credit	January 1, 1986	100 hours after January 1, 1985
\$25.00 per Pension Credit	January 1, 1987	100 hours after January 1, 1986
\$26.00 per Pension Credit	January 1, 1988	100 hours after January 1, 1987
\$27.00 per Pension Credit	January 1, 1989	100 hours after January 1, 1988
\$29.00 per Pension Credit	January 1, 1990	100 hours after January 1, 1989
\$32.00 per Pension Credit	January 1, 1991	100 hours after January 1, 1990
\$35.00 per Pension Credit	January 1, 1992	100 hours after January 1, 1991
\$38.00 per Pension Credit	January 1, 1993	100 hours after January 1, 1992
\$44.00 per Pension Credit	January 1, 1994	100 hours after January 1, 1993
\$56.00 per Pension Credit	January 1, 1995	100 hours after January 1, 1994

If you failed to work at least 100 hours in Covered Employment in each of three consecutive calendar years, your retirement benefit will be calculated using the Benefit Accrual Rate in effect prior to the beginning of your Break in Continuity of Service for those Pension Credits earned as of that date. Any Pension Credits earned subsequent to your Break in Continuity of Service will be calculated under the Benefit Rate in effect when you again leave Covered Employment.

EXAMPLE 1.

Assume you work continuously through 2012 without a Break-in-Service and earn a total of 23 Pension Credits (seventeen (17) Pension Credits are earned after January 1, 1995). You retire at age 65 on a Regular Pension. Your monthly retirement benefit would be calculated as follows:

Pension Credits Earned Prior to January 1, 1995	
6 Pension Credits x \$56 Benefit Rate	\$336
Plus	
Pension Credits Earned After January 1, 1995	
17 Pension Credits x \$52 Benefit Rate	\$884
Monthly Benefit of	\$1,220

EXAMPLE 2.

You work continuously from 1978 to 1993 and you earn 15 Pension Credits. You then left Covered Employment and did not work for three (3) calendar years (1994, 1995 and 1996). You return to Covered Employment in 2005 and worked for four (4) years, earning four (4) more Pension Credits. When you retire at age 65, your monthly pension benefit will be determined as follows:

Pension Credits Earned Prior to 1994	
15 Pension Credits x \$44.00 Benefit Rate	\$660
+ Pension Credits Earned Between 2005 and 2008	
4 Pension Credits x \$52 Benefit Rate	\$208
Monthly Benefit of	\$868

Early Retirement

If you retire before age 65 (and you do not qualify for a Service Pension), your benefits will be reduced. The benefit attributable to Pension Credits earned prior to January 1, 1995 will be reduced by one half of one percent (½%) for each month your retirement date is before age 60 and one quarter of one percent (¼%) for each month your retirement date is before age 65. The benefit attributable to Pension Credits earned after January 1, 1995 will be reduced by one-half of one percent (½%) for each month your retirement date is before age 65.

EXAMPLE

You retire at age 58 with 26 Pension Credits. You accrued 10 Pension Credits before January 1, 1995 and 16 Pension Credits after January 1, 1995. First we determine your Regular Pension as follows:

Your benefit of \$1,392 per month will be reduced as follows:

Pension Credits Earned Prior to 1994		
10 Pension Credits x \$56	=	\$560
+ 16 Pension Credits x \$52	=	\$832
Monthly Benefit	=	\$1,392

For Benefits Earned Before January 1, 1995:		
Months from age 58 to 60	=	24
24 months x .50	=	12%
Months from age 60 to 65	=	60
60 months x .25	=	15%
12% + 15% = 27%; \$560 x .27	=	\$151.20
\$560 - \$151.20	=	\$408.80

For Benefits Earned After January 1, 1995:		
Months between age 58 and 65	=	84
84 months x .50	=	42%
\$832 x .42	=	\$349.44
\$832 - \$349.44	=	\$482.56
Your Monthly Benefit at Age 58 Would Be:		
\$408.80 + \$482.56	=	\$891.36

20. SUMMARY OF PRIOR PLAN PROVISIONS PLUMBERS AND STEAMFITTERS LOCAL NO. 84 PENSION FUND

If you were a Participant in the Plumbers and Steamfitters Local No. 84 Pension Plan prior to January 1, 1995, the benefit you earned prior to that date will be calculated using the Plan provisions and benefit rates in effect during that time (or when you last worked in Covered Employment if you had a Break-in-Service.) Any benefit you earn after January 1, 1995 will be calculated under the terms of the new Plan.

This section is intended to provide a summary of the prior benefit provisions and to help explain how your benefit will be determined at retirement.

Determining Your Years of Credited Service Prior to January 1, 1995

Between 1966 and 1995, you earned years of Credited Service (or partial years) as follows:

Period Of Covered Employment	Hours Needed For One Year Of Credited Service
Plan years prior to 1966	1,600 hours per year
1966	1,520 hours
Plans years from 1967-1987	1,440 hours per year
Plan years from 1988-1995	1,200 hours per year

You will receive partial credit for years when you work less than the required number of hours to earn a full year of Credited Service.

Benefit Rates Prior to January 1, 1995

If you had Hours of Service in the Steamfitters Local 218 Pension Plan and at least 100 Hours of Service in the Local 84 Plan, the Benefit Rate for Credited Service accrued prior to January 1, 1995 is as follows:

- \$4.00 multiplied by the number of years and tenths of years of Credited Past Service; plus
- \$19.00 multiplied by the number of years and tenths of years of Credited Future Service earned prior to January 1, 1980; plus
- \$57.00 multiplied by the number years and tenths of years of Credited Future Service earned from January 1, 1980 to December 31, 1992, provided you earned at least one tenth (1/10th) of a year of Credited Future Service in any two-Plan-Year period beginning on January 1, 1980 and ending on December 31, 1992 (if you did not earn at least one-tenth (1/10th) of a year of Credited Future Service in any 2 Plan-Year period, you would have incurred a "Benefit Rate Break" for the period without one-tenth credit. Your applicable benefit rate shall be \$52.00 for Credited Service earned between 1980 and the last day of the Benefit Rate Break and \$57.00 for Credited Service earned after the Benefit Rate Break and before 1993); plus
- \$52.00 multiplied by the number of years and tenths of years of Credited Future Service between January 1, 1993 and December 31, 1994.



If you had Hours of Service in the Plumbers Local 76 Pension Plan and at least 100 Hours of Service in the Local 84 Plan, the Benefit Rate for Credited Service earned prior to January 1, 1995 is as follows:

- \$21.50 multiplied by the number of Years of Credited Past Service; plus
- \$25.00 multiplied by the number of years and twelfths of years of Credited Service prior to January 1, 1986; plus
- \$32.00 multiplied by the number of years and twelfths of years of Credited Service between January 1, 1986 and December 31, 1992; plus
- \$52.00 multiplied by the number of years and tenths of years of Credited Future Service between January 1, 1993 and December 31, 1994.

EXAMPLE

Assume you work continuously through 1998 without a Break-in-Service and earn a total of 18 Years of Credited Service under the Local 84 and Local 218 Pension Plans prior to January 1, 1995 and 4 Pension Credits in this Plan after January 1, 1995. You retire at age 65 on a Regular Pension. Your monthly retirement benefit would be calculated as follows:

Years of Credited Service earned prior to January 1, 1995
From 1975-1980: 5 x \$19 Benefit Rate \$95
From 1980-1992: 10 x \$57 Benefit Rate \$570
From 1993-1995: 3 x \$52 Benefit Rate \$156
Plus
Pension Credits earned after January 1, 1995
4 Pension Credits x \$47 Benefit Rate \$188
Monthly Benefit of \$1,009

Early Retirement

If you retire before age 65 (and you do not qualify for a Service Pension), your benefits will be reduced. Your benefits earned before January 1, 1995 are only reduced if you retire before age 62. The amount of reduction on these benefits is ½% for each month your retirement date is before age 62. The benefit attributable to Pension Credits earned after January 1, 1995 will be reduced by ½% for each month your retirement date is before age 65.

EXAMPLE

You retire at age 58 with 22 Pension Credits. You accrued 18 years of Credited Service before January 1, 1995 in the Local 218 and 84 Pension Plans and 4 Pension Credits after January 1, 1995. First we determine your Regular Pension as follows:

Years of Credited Service earned prior to January 1, 1995
From 1975-1980: 5 x \$19 Benefit Rate \$95
From 1980-1992: 10 x \$57 Benefit Rate \$570
From 1993-1995: 3 x \$52 Benefit Rate \$156
Plus
Pension Credits earned after January 1, 1995
4 Pension Credits x \$47 Benefit Rate \$188
Monthly Benefit of \$1,009

Your benefit of \$1,009 per month will be reduced as follows:

For benefits earned before January 1, 1995:

Months from age 58 to 62 = 48

48 months x .25 = 12%

\$821 (your benefit earned before January 1, 1995) x .12 = 98.52

\$821.00 - \$98.52 = \$722.48

For benefits earned after January 1, 1995:

Months between age 58 and 65 = 84

84 months x .50 = 42%

\$188 x .42 = \$78.90

\$188 - 78.96 = \$109.04

Your monthly benefit at age 58 would be:

\$722.48 + 109.04 = \$831.52

If you retired at age 62 and you earned 20 Pension Credits under the Local 84 Pension Plan and 4 Pension Credits under this Plan, you would receive the full value of your 20 Pension Credits under the Local 84 Pension Plan, but the portion of your benefit based on the 4 Pension Credits earned under this Plan would be reduced to reflect the fact that you retired three years prior to Normal Retirement Date.

21. PLAN INFORMATION

Type of Administration of the Plan

The Plan is administered and maintained by the Board of Trustees in conformity with Sec. 302 of the LMRA “Taft-Hartley Act” of 1947. The Board of Trustees is governed by the Trust Agreement established and maintained in accordance with Collective Bargaining Agreements.

The day-to-day administration of the Plan is performed by the Connecticut Pipe Trades Benefit Funds Administration, Inc.

Pension Fund Identification Number

The Employer Identification Number (EIN) issued to the Pension Fund is: 06-6050353
The Plan Number is: 001

Connecticut Plumbers and Pipefitters Pension Fund
1155 Silas Deane Highway
Wethersfield, CT 06109

Contributing Employers

You may make a written request to the Fund Office for information as to whether a particular employer or employer organization is a Contributing Employer with respect to this Plan and, if so, you may request the address of that Contributing Employer.

Reference to Collective Bargaining Agreements

The Pension Fund and the Pension Plan are maintained pursuant to various collective bargaining agreements which provide for the rate of employer contributions to the Pension Fund, the type of work and areas of work for which contributions are payable and certain other terms governing contributions. A copy of the applicable collective bargaining agreement may be obtained by participants and beneficiaries upon written request to the Plan Administrator, and is available for examination at the Fund Office.

Plan Sponsors

The Pension Fund is sponsored by the collective bargaining agreement between:

Mechanical Contractors Association of Connecticut, Inc.
10 Broadway
Hamden, CT 06518
and

Local Union No. 777 of the United Association of Journeymen Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada
1250 East Main Street
Meriden, CT 06450



Type of Plan

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

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

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

The PBGC guarantee generally covers:

- normal and early retirement benefits;
- disability benefits if you become disabled before the plan becomes insolvent; and
- certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- benefits greater than the maximum guaranteed amount set by law;
- benefit increases and new benefits based on plan provisions that have been in place for fewer than five (5) years at the earlier of:
 - the date the plan terminates, or
 - the time the plan becomes insolvent.
- benefits that are not vested because you have not worked long enough;
- benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and
- non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact:

PBGC's Technical Assistance Division
1200 K Street, N.W., Suite 930
Washington, DC 20005-4026
Phone: (202) 326-4000 (not a toll-free number)

TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

Source of Contributions to the Pension Fund and Identity of Any Organization Through Which Benefits are Provided

Contributions to the Pension Fund are made by individual Contributing Employers at the rates established by Collective Bargaining Agreements. Benefits are provided from the Pension Fund's assets in accordance with the Trust Agreement and the assets are invested by independent professional asset management companies and held in a separate custodial account at Fleet Bank.

Names and Addresses of the Members of the Board of Trustees

Mr. Stanley McKenney, Jr. (Co-Chairman) McKenney Mechanical Contractors 15 Commerce Road Newtown, CT 06470	Mr. Hubert J. Barnes (Co-Chairman) U.A. Local 777 1250 East Main Street Meriden, CT 06450
Mr. Fred Otto "Ricky" Otto Constructing Co. 39 Chambers Road Danbury, CT 06811-3615	Mr. Gerald Fucci U.A. Local 777 1250 East Main Street Meriden, CT 06450
Mr. George Mulvaney Mulvaney Mechanical, Inc. 4 West Kenosia Avenue Danbury, CT 06810	Mr. Frank Cook 90 Niantic River Road Waterford, CT 06385
Mr. John Barrasso Mechanical Contractors Association of Connecticut 10 Broadway Hamden, CT 06518	Mr. Todd Berch 1646 Country Club Road Middletown, CT 06457
Mr. John Jankovich Buckingham Routh Company 20 Goodwin Street P. O. Box 590 New Haven, CT 06512-6587	Mr. Peter Alfieri U.A. Local 777 1250 East Main Street Meriden, CT 06450

Name and Address of the Person Designated as Agent for Service of Legal Process is:

Mr. Michael W. Daly, Executive Director
Connecticut Plumbers and Pipefitters Pension Fund
1155 Silas Deane Highway
Wethersfield, CT 06109-4318

In addition, legal process may be served upon any Plan Trustee at the address listed above.

Name and Address of the Plan Administrator

The Board of Trustees administers the Plan. You may contact the Board of Trustees at the following address:

Board of Trustees
Attn: Mr. Michael W. Daly, Executive Director
Connecticut Plumbers and Pipefitters Pension Fund
1155 Silas Deane Highway
Wethersfield, CT 06109-4318
Phone: (860) 571-9191

Date of End of Plan Year

All financial records of the Fund are kept on a fiscal year of April 1 to March 31.

Appeal Procedure

Remedies are available if you are denied, in whole or in part, any benefits under this Plan. Appeal procedures are described in Section 13 of this Booklet.

22. YOUR ERISA RIGHTS

As a Participant in the Connecticut Plumbers and Pipefitters Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Fund Office, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Fund Office, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Fund Office may make a reasonable charge for the copies.

Receive notice annually on the Plan's funding status. The Fund Administrator is required by law to furnish each participant with a copy of this Annual Funding Notice.

Obtain a statement telling you whether you have a right to receive a benefit at Normal Retirement Age (age 65) and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a 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 twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.



Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim 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 your Plan, you should contact the Fund Office. 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 Office, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.