

A Guide to Your Plan of Benefits

Summary Plan Description

Effective January 1, 2005

United Association Local No. 7
Pension Plan

Plan Highlights

Normal Pension

- ◆ At least age 65, with ten (10) years of pension service counting no more than one (1) year of pension service in any one (1) plan year, or five (5) years of vesting service, or five (5) years of continuous plan participation.
- ◆ Monthly Pension: \$61.80 for each year of uninterrupted pension service, for pensions effective on or after June 1, 2001.

Unreduced Early Pension

- ◆ At least age 60, with ten (10) years of pension service counting no more than one (1) year of pension service in any one (1) plan year or ten (10) years of vesting service.
- ◆ Monthly Pension: Same as normal pension.

Early Pension

- ◆ At least age 55, with ten (10) years of pension service counting no more than one (1) year of pension service in any one (1) plan year or ten (10) years of vesting service.
- ◆ Monthly Pension: Actuarially reduced pension.

Disability Pension

- ◆ If you are a recently active participant under age 60, entitled to a Social Security disability pension, do not work, and have five (5) years of pension service counting no more than one (1) year of pension service in any one (1) plan year or five (5) years of vesting service.
- ◆ Monthly Pension: Same as normal but reduced 5%.

Surviving Spouse Pension

- ◆ If you die after you are vested but before you have started receiving a disability, early, unreduced early or normal pension.
- ◆ Monthly Pension: Actuarially reduced pension.

Pension Plan

Lump Sum Death Benefit

- ◆ If you were an active participant with five (5) years of pension service or you are a retired participant who retired on an early, unreduced early, normal or disability pension.
- ◆ Return of employer contributions less any pension payments that were made (if any).

Post-Retirement Death Benefit

- ◆ After effective date of pension, at least 60 monthly pension payments will be paid (unless the married couple, 10 year certain or level income form was chosen).

Vesting

- ◆ Once you have five (5) years of vesting service (which have not been forfeited because of a break in service) and at least one (1) hour of pension service earned after June 1, 1997, or have reached your early, unreduced early or normal pension date, you are vested in your accrued pension benefit.

**IMPORTANT: THIS PAGE IS ONLY A SHORT OUTLINE OF THE PLAN BENEFITS.
PLEASE READ THE WHOLE BOOKLET.**

United Association Local No. 7 Pension Plan

308 Wolf Road, Latham, New York 12110

Telephone: 518-785-3440

January 1, 2005

Dear Participant:

This booklet is intended to describe fully the various provisions of the Pension Plan as it is in effect on January 1, 2005. This booklet has two (2) sections:

- Section 1.** Questions & Answers – this section provides the answers to the most commonly asked questions regarding your Plan.
- Section 2.** Technical Details – this section is provided to you under the terms of the Employee Retirement Income Security Act of 1974 (ERISA) and contains many technical details of the Plan intended to insure that you will be able to enjoy all the rights to which you are entitled under the provisions of the Plan.

The Plan is governed by a Board of Trustees of which half represent the union and half represent the participating employers. As Trustees of the Pension Plan, our role includes responsibility for collecting and administering the contributions of the Pension Plan which are required by an agreement between your employer and Local 7 or between your employer and the Trustees. In addition, the Board of Trustees has the sole power to amend the Plan, as provided in the Agreement and Declaration of Trust.

The Board of Trustees is assisted in these tasks by professional advisors that we hire from time to time. These include an actuary, an accountant, an attorney and one or more investment managers.

The daily operation of the Plan is maintained by the Fund Administrator, Robert W. Valenty. Mr. Valenty is available to answer any questions or as a resource to obtain additional information.

We encourage you to familiarize yourself with this booklet and the benefits that are available to you and your family. If, after having gone through this booklet thoroughly, you have any questions regarding the Plan and its operation, please do not hesitate to contact the Plan Office.

Sincerely,

Board of Trustees
United Association Local No. 7 Pension Plan

Important Notice

In the event that there appears to be a conflict between the description of any Plan provision in this booklet and its statement in the Pension Plan itself, the language contained in the Pension Plan (available at the Plan Office) is the official and governing language.

Nothing in this booklet is meant to interpret, or extend, or change, in any way, the provisions expressed in the Plan. The Trustees reserve the right to amend, modify or discontinue all or part of this Plan whenever in their judgement, conditions so warrant. The Trustees also reserve the right to modify, reduce and increase the benefits provided by this Plan. This includes, but is not limited to, accrual rate increases and providing additional benefits, providing such modification, reduction or increases is permissible under applicable federal law and regulations.

Caution

This booklet and the Fund Administrator at the Plan Office are authorized sources of plan information for you. The Trustees of the Plan have not empowered any one else to speak for them regarding the Pension Plan. No employer, union representative, supervisor or shop steward is in a position to discuss your rights under this Plan with authority.

Communications

If you have a question about any aspect of your participation in the Plan, you should, for your own permanent record, write to the Fund Administrator or Trustees. You will then receive a written reply, which will provide you with a permanent reference.

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Section 1

Questions & Answers

General Information

Some major changes have taken place in your Pension Plan as the result of improvements made by the Trustees since the last booklet was printed.

The effective date of the changes in the Plan have been at different times. However, no Pension or Vesting Service that was lost under prior Plan provisions is restored as a result of these changes and no frozen benefit is increased.

1. *What is the purpose of the Plan?*

The purpose of the Plan is to provide an income for you following the time that you retire from active employment in the plumbing and steamfitting trade in the area. This benefit is in addition to any Social Security benefit to which you may be entitled.

2. *When did the Plan start?*

The Plan started June 1, 1954.

3. *Who is responsible for the operation of the Plan?*

The Board of Trustees, composed of persons appointed by Local 7 and by contributing Employers in equal numbers. Local 7 and the contributing Employers are equally represented on the Board of Trustees.

4. *Who is responsible for interpreting the plan and for making determinations under the plan?*

The Board of Trustees. In order to carry out this responsibility, the Board of Trustees, or their designee, shall have exclusive authority and discretion:

Pension Plan

- ◆ to determine whether you are eligible for any benefits under the Plan;
- ◆ to determine the amount of benefits, if any, you are entitled to from the Plan;
- ◆ to interpret all of the Plan's provisions;
- ◆ to interpret all of the provisions of the summary plan description;
- ◆ to interpret the provisions of any collective bargaining agreement or written participation agreement involving or impacting the Plan;
- ◆ to interpret all the provisions of any other document or instrument involving or impacting the Plan;
- ◆ to interpret the provisions of the Trust Agreement governing the operation of the Plan;
- ◆ to interpret all of the terms used in the Plan, the summary plan description, and all of the other previously mentioned agreements, documents, and instruments.

All such determinations and interpretations made by the Trustees, or their designee:

- ◆ shall be final and binding upon any individual claiming benefits under the Plan and upon all employees, all employers, the Union, and any party who has executed any agreement with the Trustees or the Union;
- ◆ shall be given deference in all courts of law, to the greatest extent allowed by applicable law; and
- ◆ shall not be overturned or set aside by any court of law unless the court finds that the Trustees, or their designee, abused their discretion in making such determination or rendering such interpretation.

5. What is a Plan Year?

A Plan Year means the 12 consecutive month period beginning with a June 1st and ending with the following May 31st.

Financing

A most important element of your Pension Plan is money. Where it comes from, how it is managed, and to what uses it may be put should be of interest to you.

6. *Who pays for the Plan?*

The Employers who have collective bargaining agreements with Local 7 that call for contributions to this Plan. In addition, there are certain other pension plans in other geographical areas with which this Pension Plan has reciprocal agreements. Under the terms of these reciprocal agreements, some contributions are required to be made to this Pension Plan by other pension plans.

7. *How are plan moneys managed?*

All of the plan assets are held in trust by the Board of Trustees for the participants and beneficiaries of the Plan.

The Board of Trustees has the ultimate responsibility for the management of Plan money. However, the Board is allowed, under law, to hire professional investment managers to provide expert assistance in this very complex field of managing pension plan money.

8. *If the Plan is discontinued, what will happen to the assets of the Plan?*

Under the terms of federal law, the assets of the Plan are to be used for the benefit of the participants, surviving spouses, and beneficiaries, in an order of priority that is set forth under federal law. If all of the plan benefits are provided by the assets of the Plan and there is still money left over, the money is to be used to increase the benefits of everyone. Under no circumstances may money that has been properly contributed to the Plan ever be returned to any employer or the Local Union.

NOTE: To the extent permitted by law, the Trustees may amend, modify, and/or terminate all or part of the Plan, in their sole discretion.

Joining The Plan

A qualifying period of service is required before you are considered a participant in the Plan. Being a participant entitles you to receive certain documents explaining the Plan and reports dealing with the Plan's operation. You should be interested in how you become a participant and how your participation can stop.

9. How do I become a participant in the Plan?

Anyone who had future pension service on June 1, 1976 became a participant when he or she first earned such pension service. (Pension service is explained under the section titled *Pension Service*.)

After May 31, 1976, you become a participant if you work at least 350 hours of pension service during a plan year. You will become a participant on the first day of the plan year following the plan year that you earned the required hours.

Another way to become a participant after May 31, 1976, is to earn at least 1,000 hours of vesting service during your first 12 consecutive months of employment. If you satisfy this requirement in your first 12 consecutive months of employment, you will become a participant on the June 1 nearest the completion. If you do not earn at least 1,000 hours of vesting service during the first 12 consecutive months of your work, your qualifying period will be switched to a plan year basis. This means that in order to become a participant after that, you must earn at least 350 hours of pension service during a plan year. When you do satisfy this requirement, you will become a participant on the first day of the plan year following the plan year that you earned the required hours.

When a survivor of a participant starts receiving a survivor's benefit he or she will also be considered a participant.

10. Can my participation in the Plan ever stop?

Yes. If you break your service when you are not vested, your participation in the Plan will stop. Your participation will also stop in the event of your death.

Earning Pension Service

The pension service you accumulate under the Plan is valuable to you because the more Pension Service you earn, the larger your pension benefit will be.

Because of this, it is very important that the Plan Office has a complete record of each hour of your work that might earn you Pension Service under the Plan.

11. What is pension service?

Pension service is the sum of your past pension service and future pension service. How you earn past and future pension service is explained below.

12. What is past pension service?

Past pension service refers to pension service you receive for time before June 1, 1954.

13. What is future pension service?

Future pension service refers to pension service you receive for time after May 31, 1954. Future pension service is credited on an hour for hour basis. This means that one hour of covered employment equals one hour of future pension service. The hours of future pension service that you earn are used to build years (and fractions of years) of pension service.

14. What is covered employment?

Covered employment is employment with an employer who is required to contribute to this Pension Plan because the employer has entered a collective bargaining agreement with Local 7 (or a participation agreement with the Trustees).

15. What is a collective bargaining agreement?

A collective bargaining agreement is an agreement between an employer and Local 7, or between an employer and the Pension Plan Trustees that calls for contributions to be made to the Plan on behalf of a participant's covered employment.

16. What if my employer does not have a collective bargaining agreement with the Plan?

The right for you or an employer to contribute to the Plan must be specifically covered in a collective bargaining agreement or other written agreement, i.e. a reciprocal agreement. If your employer does not have such an agreement with the Plan, contributions can not be accepted on behalf of your work. Furthermore, no pension service can be credited to you for any work you do, even if your employer or you contribute to this Pension Plan.

Pension Plan

17. Why is pension service important?

Pension service is important in determining your eligibility for a benefit and, if eligible, the size of your benefit. Earning enough pension service is one way you can become vested under the Plan.

18. How do I earn past pension service?

Prior to June 1, 1954, you earn one (1) year of pension service for each plan year that you worked at least 2,000 hours during the plan year. However, in order to receive any past pension service, you must have been a Local 7 member for the entire plan year or worked in a classification in which the Union was the collective bargaining representative. Also, you must have worked at least 2,000 hours from June 1, 1950 to May 31, 1954 in employment for which Local 7 was the collective bargaining representative.

No more than one (1) year of past pension service may be earned in any one (1) plan year.

19. How do I earn future pension service?

Future pension service is earned as follows:

- ◆ For future pension service from June 1, 1954 through May 31, 1975, you receive one (1) year of pension service for each plan year in which you earned at least 1,000 hours of pension service.
- ◆ For future pension service from June 1, 1975 through May 31, 1980, you receive pension service according to the following schedule:

Hours of Pension Service Earned in Plan Year	Pension Service Earned
less than 350	0
350 but less than 700	1/4
700 but less than 1,000	1/2
1,000 or more	1

- ◆ For future pension service from June 1, 1980 through May 31, 1984, you earn one-tenth of a year of pension service for each 100 hours of pension service you earned in a plan year. However, you must earn at least 350 hours of pension service in a plan year to receive any credit for that plan year.

Pension Plan

- ◆ For future pension service after May 31, 1984, you receive one-thousandth (.001) of a year of pension service for each hour of pension service you earn in a plan year. However, you must earn at least 350 hours of pension service in a plan year to receive any credit for that plan year, unless your Pension date falls within such a plan year.

20. Will I receive Pension Service for time spent in the Military?

Service in the Armed Forces of the United States is credited to the extent required by law. To protect your full rights, and receive Future Pension Service for your period of military service, if you leave Covered Employment to enter such military service, you should apply for reemployment with your Employer or any other Contributing Employer after your military service ends within the time prescribed by law. You must also call your claim for credit for military service to the attention of the Trustees, and be prepared to supply the evidence that the Trustees will need in order to determine your rights.

21. Does the amount of the hourly rate of contribution to the Plan on behalf of my work have any effect on the amount of Pension Service or Vesting Service that I earn?

For time before 8/1/03 you received credit for Pension Service and Vesting Service on an hour-for-hour basis regardless of what the hourly rate of contribution to the Plan for your work was.

However, for your work on and after 7/31/03, either locally or in a reciprocal area, the size of the hourly rate of contribution made to the Pension Plan on behalf of your work will have an influence on the amount of Pension Service credited to you. If the hourly contribution rate for your work is different from the rate for Local 7 journeymen, there will be a proportional adjustment in the hours of Pension Service credited to you.

For example, when the Local 7 Local contract calls for an hourly Pension Plan contribution of \$4.50 for journeymen and you work in a reciprocal Plan area that returns \$5.00 per hour in Pension Plan contributions, you will receive 1.11 hours of Pension Service credit for each hour of such work. In a similar way, if you work at a classification within or outside the Local 7 collective bargaining unit that calls for \$2.00 per hour in Pension Plan contributions, you will receive .44 hours of Pension Service credit for each hour of such work.

However, credit for Vesting Service will still be earned on an hour-for-hour basis.

22. Can I earn pension service while I'm disabled?

Yes, you can receive credit for disability time. After May 31, 1954, if you fail to earn 1,000 hours of pension service while you are a participant in the Plan because you were so disabled that you could not work at covered employment, you will be given credit for pension service. Pension service will be credited at the rate of 8 hours of pension service for each workday that you were disabled. However, to receive any pension service credit you must provide proof to the Trustees within 90 days following the plan year that you were disabled.

Pension Plan

Under this provision, you may not receive more pension service than that which would be enough to raise your hours of pension service for the plan year to 1,000. Furthermore, you will not get such credit during any more than two plan years as the result of any one disability or all periods of disability relating to the same or related causes.

23. *Can I earn pension service in any other way?*

Yes. Pension service can also be earned if you work in covered employment under another pension plan's area which has a reciprocal agreement with this Plan (See question 106).

24. *Is there a limit on the number of years of pension service that I can accumulate in my lifetime?*

No.

25. *Is there a limit on the amount of pension service that I can earn in any one (1) plan year?*

Yes. There is a limit of one (1) year of pension service that you can earn in any one (1) plan year prior to June 1, 1980. Pension service earned under the former Local 61 plan is not subject to this limit. After May 31, 1980 there is no such limit.

26. *Does my age have anything to do with the earning of pension service?*

No.

27. *Can I lose my pension service once I have earned it?*

Yes. If you incur a break in service (See question 36.) at a time when you are not vested (See question 35.), you will forfeit the pension service and vesting service that you accumulated prior to the end of the break in service. However, under certain circumstances, such forfeited pension service and vesting service can be reinstated (See question 41.).

Earning Vesting Service

Vesting service is determined by your pension service and other related service. You need to accumulate enough vesting service to enjoy many benefits of the Plan. An explanation of vesting service and why it is of such importance is described below.

28. Why is vesting service important?

There are three main reasons why vesting service is important:

- ◆ Accumulating enough years of vesting service (5) is one way to become "vested" under the Plan. (See question 35.)
- ◆ The amount of your vesting service can also be important in determining whether or not you are eligible for a normal pension. (See question 43.)
- ◆ The amount of your vesting service is important if you break your service after May 31, 1976 but before you are vested. If this does occur and you return to covered employment soon enough after the break, your lost pension service and vesting service will be reinstated. The number of years of vesting service that you have under the Plan at the time of the break will be important in determining whether you qualify for reinstatement. (See question 41.)

29. What is a year of vesting service?

This means a plan year after May 31, 1954 that you earn at least 1,000 hours of pension service and/or certain related service.

30. Is there a limit on the amount of vesting service that I can earn in any one (1) plan year?

Yes, in any one (1) plan year you can either earn no vesting service or one (1) year of vesting service.

31. What is related service?

Related service (just as pension service) is important in determining your eligibility for a benefit and, if eligible, the size of your benefit. Earning enough related service is one way you can become vested under the Plan. You earn an hour of related service for each hour you work for a contributing employer in a job classification for which the employer is not required, by an agreement, to contribute to the Plan.

For example, let's assume you are working for a contributing employer who is making contributions to this Plan for you and your employer promotes you to a supervisor position. Let's assume further that your employer's agreement with this Plan does not call for contributions to be made for supervisors. Related service allows someone in this situation to continue earning service towards pension benefits.

If you are in a position that may earn related service and you are not working but the contributing employer is still paying you for that time, that time will also count as related service.

32. Are there any limitations regarding related service?

Yes, the limitations are as follows:

- ◆ You cannot earn related service unless such employment immediately precedes or follows employment that earned pension service.
- ◆ There is a limit of 501 hours of related service that you can earn during any one (1) period of non-work. If you are working and earning related service there is no such limit.
- ◆ If you are earning related service and interrupt your employment by quitting, retiring, or being fired, you will not earn any related service for time worked after the interruption. This is applicable regardless of whether you were working or not working at the time the interruption occurred.

33. Can I lose my vesting or related service once I have earned it?

Yes. If you incur a break in service (See question 36.) at a time when you are not vested, you will forfeit the vesting and related service that you accumulated prior to the end of the break in service. Under certain circumstances, forfeited vesting and related service can be reinstated (See question 41.).

Please refer to the next section for more on becoming vested.

Becoming Vested

This aspect of the Pension Plan is a special concern to a participant who leaves the bargaining unit before pension age.

34. What is vesting?

Vesting refers to non-forfeitable ownership of your right to a pension benefit under the Plan. Once you become vested, it does not matter what happens after that time, you will be entitled to receive your accrued pension benefit at your normal pension date (or your early, unreduced early or disability pension date, if eligible).

In order to become vested, you must fulfill certain requirements.

35. What are the requirements for vesting under the Plan?

After May 31, 1976, you will be 100% vested in your accrued pension benefit if you satisfy one (1) of the following requirements:

- ◆ you satisfy the age and service requirements for a normal, unreduced early or early pension;
or
- ◆ you have at least 10 years of pension service (counting no more than one (1) year of pension service in any one (1) plan year); or
- ◆ you have at least 10 years of vesting service; or
- ◆ you have at least 5 years of vesting service and at least one (1) hour of pension service earned after May 31, 1997.

Prior to June 1, 1976, you will remain vested if you became vested in accordance with prior plan provisions.

The vesting requirement is not retroactive. If you have broken your service and lost pension and/or vesting service (because you were not vested), the revised Plan does not reinstate such lost service.

Break In Service

There may be times in your work history when your employment under the Plan is interrupted by a break in service. Several plan provisions deal with this situation.

36. What is a break in service?

If you experience three (3) consecutive break years after May 31, 1980, you will incur a break in service.

Different break in service provisions applied prior to June 1, 1980.

37. What is a break year?

A break year means a plan year during which you are credited with less than 350 hours of pension service and less than 500 hours of vesting service.

38. Are there any exceptions to this provision?

Yes. A break year will not be charged to you for any plan year in which you were totally disabled for more than one-half the plan year, provided you are not due a disability pension from this Plan. This exception applies to a maximum of two (2) consecutive plan years.

Further, if you do not earn enough vesting service in a plan year after May 31, 1976 to avoid a break year and the reason you are absent from covered employment is because of your:

- ◆ pregnancy,
- ◆ spouse's delivery of a child,
- ◆ adoption of a child,
- ◆ caring for your child immediately following birth or adoption, or
- ◆ enlistment in the armed forces of the U.S.A. (unless you enlisted when there was no war or national emergency).

you will be given credit for the hours you lost but only for the purpose of not getting charged with a break year. If you are already protected against a break year for the plan year in which the absence starts, the hours you miss will be applied to the following plan year, but, once again, only for the limited purpose of not being charged with a break year for that plan year. Plan years protected for you in this way will be considered not to exist for you and will not operate to interrupt a period of "consecutive break years" for the purpose of a break in service.

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39. What happens if I experience a break in service when I am not vested?

If you are not vested, you will forfeit your pension service and vesting service that were earned before the end of the three-break-year period.

40. What happens if I experience a break in service when I am vested?

If you are vested at the time of the break in service, you have a non-forfeitable ownership of your right to a pension. This means that you will be entitled to receive an accrued pension benefit associated with the pension service that you earned before your break in service. However, this amount will be "frozen" at the benefit amount in effect just before the start of your three (3) break years. If you return to covered employment, your "frozen" pension service will be added to any additional pension service you may earn.

41. Can any pension service that I lose because of a break in service ever be reinstated?

This is where your years of vesting service can play an important part.

If you break your service before June 1, 1986 when you are not vested and return to covered employment and earn at least 1,000 hours of vesting service or 350 hours of pension service in one (1) plan year, your pension service and vesting service will be reinstated if the number of consecutive break years that you incur is less than the number of years of vesting service that you had at the time of the break.

If you break your service after May 31, 1986 when you are not vested, return to covered employment and earn at least 1,000 hours of vesting service or 350 hours of pension service in one (1) plan year, your pension service and vesting service will be reinstated if the number of consecutive break years that you are out is either less than five (5) or less than the number of years of vesting service that you had at the time of the break.

Remember, however, that because you did receive a break in service, all of your pension service will be classed as interrupted pension service and your benefit associated with your pension service earned before the break will be "frozen".

42. Can my "frozen" benefit ever be "unfrozen"?

Yes, if your effective date of pension is after December 31, 1994, any pension benefits that were "frozen" because of a break in service may be "unfrozen" if you earn a number of consecutive years of vesting service equal to or greater than the number of consecutive break years you incurred. Any adjustment in the amount of monthly pension benefit shall be effective on the later of the Employee's pension date and January 1, 1998.

If a participant experiences more than one period of interrupted pension service and returns to work and earns enough vesting service years to repair one of the breaks, each vesting year will restore the most recent break year.

Normal Pension

The purpose of the Pension Plan is to arrange for the continuation of a portion of your wages after your working career is completed. Normally, this is at age 65 if you have satisfied the necessary service requirement.

43. *When can I start receiving my normal pension?*

Once you are at least age 65 and withdraw from work at the trade in the Plan area, you may apply for a normal pension benefit provided that you have satisfied the service requirement for a normal pension.

44. *How do I satisfy the service requirement for a normal pension?*

In any one (1) of the following ways:

- ◆ you have at least ten (10) years of pension service (counting no more than one (1) year of pension service in any one (1) plan year); or
- ◆ you have at least five (5) years of vesting service and one (1) hour of pension service earned after May 31, 1997.

45. *If I have not satisfied the service requirement at age 65, can I still qualify for a normal pension at a later age?*

Yes. When you satisfy the service requirement after age 65, you are then eligible to retire and receive a normal pension. Also, if you have been in the Plan continuously for at least 5 years up until your 65th birthday, you are eligible to retire and receive a normal pension.

46. *How much is the normal pension?*

Your normal pension is a monthly benefit equal to \$61.80 (if paid as a straight life annuity with 60 months guaranteed) for each year of uninterrupted pension service that you have at your normal pension age.

However, if you suffer a break in service (See questions 36 and 40.) your benefit amount will be frozen at the level in effect just before the start of your 3 break years. If you return to covered employment your frozen pension benefit will be added to any additional benefit you may earn.

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<u>Date of Determination</u>	<u>Unit Month Pension Benefit</u>
Prior to July 1, 1981	\$13.75
July 1, 1981 to January 31, 1984	15.30
February 1, 1984 to September 30, 1985	23.55
October 1, 1985 to September 30, 1986	25.10
October 1, 1986 to September 30, 1987	27.90
October 1, 1987 to September 30, 1989	31.60
October 1, 1989 to September 30, 1990	34.40
October 1, 1990 to September 30, 1991	36.75
October 1, 1991 to September 30, 1992	38.15
October 1, 1992 to September 30, 1993	40.00
October 1, 1993 to September 30, 1994	41.85
October 1, 1994 to September 30, 1995	44.30
October 1, 1995 to September 30, 1996	47.22
October 1, 1996 to May 31, 1997	49.40
June 1, 1997 to May 31, 1998	52.76
June 1, 1998 to May 31, 1999	55.41
June 1, 1999 to May 31, 2000	57.82
June 1, 2000 to May 31, 2001	61.57
June 1, 2001 to Present	61.80

Unreduced Early & Early Pension

Under certain conditions, you may start your pension before age 65. However, if you choose to retire early, there may be a reduction in the amount of your pension. These pension options and reductions are explained in this section.

47. *Must I wait until age 65 to start my pension?*

No. If you have the proper service requirement for an unreduced early or early pension, you may start your pension at any time after age 55.

48. *How do I satisfy the service requirement for an unreduced early pension?*

To be eligible to receive an unreduced early pension, you must have at least ten (10) years of pension service (counting no more than one (1) year of pension service in any one (1) plan year) or 10 years of vesting service and be at least age 60.

49. *How is my unreduced early pension calculated?*

Your unreduced early pension is calculated in the same way as the normal pension.

50. *How do I satisfy the service requirement for an early pension?*

To be eligible to receive an early pension, you must have at least ten (10) years of pension service (counting no more than one (1) year of pension service in any one (1) plan year) and be at least age 55.

51. *How is my early pension calculated?*

You start by calculating the amount of your monthly pension benefit as if you had reached your normal pension date. Then you reduce that amount by 1/8 of 1% for each calendar month that your early pension date precedes your earliest normal or unreduced early pension date. This reduction is necessary because it is assumed that the earlier you start to receive your pension payments the longer you will receive your pension payments.

Disability Pension

It's possible you may not be able to reach unreduced early, early or normal pension age in active service because of a total and permanent disability. A special plan benefit is intended to provide a pension benefit to eligible disabled participants.

52. How disabled must I be in order to receive a disability pension?

You must be so disabled that you are entitled to receive a Social Security disability monthly pension for the month in which your disability pension starts. You must also not perform any work at the plumbing and/or steamfitting trade for remuneration.

53. What are the requirements for entitlement to a disability pension?

In addition to the definition of disability (above), you must also satisfy the following requirements to be entitled to a disability pension:

- ◆ you must make application for the pension,
- ◆ you must not yet be age 60 at the time of the commencement of your disability pension,
- ◆ you must have at least five (5) years of pension service (counting no more than one (1) year of pension service in any one (1) plan year) or five (5) years of vesting service in your current (or only) period of uninterrupted pension service,
- ◆ you must not be receiving a "loss of time benefit" from the United Association Local 7 Welfare Plan,
- ◆ you must not have received a normal, unreduced early or early pension from the Plan, and
- ◆ you must have been recently active in covered employment.

54. What does "recently active" mean?

This means that you earned at least 350 hours of pension service during the plan year in which your disability pension starts, or in one of the two (2) consecutive plan years immediately before that plan year. Further, at the time the incident that caused your disability took place, you must not have been working in substantial gainful employment outside the collective bargaining agreement and you must have been available for (or working in) covered employment. (See question 14 for more about covered employment.)

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55. When should I apply for my disability pension?

You should not wait to hear from Social Security to file your application with the Plan Office. You should apply for a Local 7 disability pension as soon as you believe you may be eligible because a Local 7 disability pension can not start before the date you apply, even if your Social Security disability pension is approved and paid retroactively.

56. What is the amount of the monthly disability pension?

The amount is calculated in the same way as the normal pension and then reduced 5%.

Applying For Pension Benefits

In this section, we discuss the regulations you must follow when you apply for your pension. We have also including the most commonly asked questions about the application process. Regardless of the type of pension you wish to elect, proper application procedures must be followed. This rule applies to employees, surviving spouses, and beneficiaries.

57. *When should I submit an application for my pension?*

Normally, your application should be filed three (3) months in advance of the date you wish to have your pension start. You may file an application while you are still working.

58. *How do I submit an application for my pension?*

You should contact the Plan Office for an application form. The Fund Administrator and his staff will help you start the application process.

59. *Do I have to take a medical examination?*

No medical examination is required to qualify for a normal, unreduced early or early pension. However, a medical examination will most likely be required for the purpose of determining your eligibility for a Social Security disability pension and eligibility for a Social Security disability pension is one requirement for determining your eligibility for a disability pension under this Plan.

60. *Will proof of age be required?*

Yes. In order to receive a pension benefit, proof of age must be submitted to the Plan Office. A birth certificate is the best proof; however, if you cannot obtain a birth certificate, the Fund Administrator can tell you what other documents are acceptable. This also applies to a surviving spouse entitled to a pension under the Plan. You need not wait until your pension date to submit evidence of your date of birth; the earlier you submit evidence, the better.

61. *If I forget to apply when I am eligible, can my pension payments be retroactive?*

In general, the answer to the question is "no". However, if you have satisfied all of the requirements for a normal pension but have not applied for it, when you do, under certain circumstances, there may be an adjustment in the amount of your benefit to account for the postponement.

Remember that one (1) of the requirements that must be satisfied in order to be eligible for a normal pension is that you stop working at the covered trade in the area. Accordingly, this retroactive provision cannot operate to make the due date of your normal pension prior to any plan year in which you have worked at the trade in New York State.

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62. Must I apply for my pension as soon as I am eligible?

No. You may postpone the start of your pension but you cannot postpone the effective date of your pension beyond the April 1st after the calendar year in which you reach age 70-1/2. After this time, you must receive your pension even if you are still working in covered employment. When you do apply, the amount of your postponed benefit will be adjusted to the extent required by law.

63. What are the consequences if I lie on my application, or if I submit false information or proof?

If you, your surviving spouse, and/or your beneficiary intentionally makes a false statement material to an application, or submits fraudulent information or proof, then any benefits that are not vested may be denied, suspended, or discontinued. The Plan will also have the right to recover any payments wrongfully made in reliance on the false or fraudulent statement, information, or proof.

64. Can I choose what kind of pension I am to receive?

Yes. In the following sections of this booklet, we will discuss several different forms of payment and types of pension that are available. Many of the choices carry specific service and age requirements, which may limit your options. Please read the remainder of this booklet to gain a better understanding of what forms of payment and types of pension are available to you.

65. Can I choose to provide a benefit for my spouse?

Yes. In fact, the “standard form” of pension benefit for a married participant is the married couple form (the “standard form” of pension means the form that will automatically be used unless you elect otherwise). This means that if you are eligible, you and your spouse will participate in your pension. The Plan Office can give you the details as they apply to your own situation.

For more on providing a benefit for your spouse, please refer to the section of this booklet titled, *Surviving Spouse’s Pensions*.

66. After I retire, can I change the form of payment I have chosen?

No. Once your monthly pension commences, the form is irrevocable.

Receiving Your Pension Benefit

Your pension payments will be a substantial part of your retirement income. The details regarding the actual payment of your pension benefit are explained in this section.

67. When will my pension payments start once I have applied?

If you have satisfied all of the requirements, your pension will start effective with the first day of the calendar month following the date the Plan Office receives your application.

- ◆ **Example:** If you submit your application to the Plan Office on January 15, your pension payment is scheduled to start no earlier than February 1. However, one (1) month must elapse before your normal pension benefit actually starts; which means your payments will actually start on March 1 and the amount will be paid retroactive to February 1.

68. How often will I receive my pension payments?

Pension payments are made monthly on the 15th of the month for that month.

69. For how long will I receive my pension payments?

Normal, unreduced early and early pension payments are payable for as long as you live with 60 payments guaranteed. If you die before you receive 60 monthly payments, then monthly payments will continue to your beneficiary (or your estate) until a total of 60 monthly payments have been made.

Disability pension payments are payable as long as you live with 60 payments guaranteed, except that, if you stop being disabled (in accordance with the terms of what disability means under the Plan) before age 60, the last disability pension payment will be the payment due for the month in which you recover.

However, the period of time for which your pension payments are made will vary if you choose the married couple form or an optional form of pension.

70. Can my pension payments ever be suspended or forfeited?

Once you become eligible for a normal, unreduced early or early pension, the payments are non-forfeitable. The only instance that a suspension of such payments may take place is if you are employed or self-employed in the trade in this Plan area for at least 40 hours during a particular month. If you do work (or are self-employed) in such employment, you are not entitled to a pension payment for that month.

Please refer to the section of this booklet titled, *Suspension Of Pensions*.

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71. How is my pension calculated if I return to work after I retire?

After 5/31/88, you will receive credit for the pension service you have earned. If you earn additional pension service, your pension benefit will be adjusted at the beginning of the plan year following the plan year in which you earned the additional pension service. Your additional pension service will, however, be offset by any pension payments received for this same period of work. Please contact the Fund Administrator for more information regarding pension service earned after retirement.

72. May I transfer a distribution from this Plan directly into another qualified retirement plan or to an Individual Retirement Account?

All or part of certain distributions may be transferred directly from this Plan to another qualified retirement plan or to an Individual Retirement Account. These are referred to as Eligible Distributions.

The following ARE NOT Eligible Distributions:

- ◆ any distribution which is one of a series of payments to be made for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your spouse or other beneficiary; or
- ◆ any distribution which is one of a series of payments being made over a period of at least ten (10) years; or
- ◆ any distribution which is a minimum distribution required to be made by law after you attain age 70-1/2; or
- ◆ the portion of any distribution which is not includable in your gross income; or
- ◆ payments made to someone other than an employee, an employee's surviving spouse, or an alternate payee who is a spouse or former spouse as the result of a Qualified Domestic Relations Order.

If you make a direct transfer of an Eligible Distribution, you will not generally be liable at that time for income taxes on the amount transferred and the Plan will not be required to withhold taxes from the distribution. Even if you do not make a direct transfer of an Eligible Distribution, you can generally defer paying income taxes on the Eligible Distribution if you pay that amount to another qualified retirement plan or to an Individual Retirement Account within sixty (60) days after you receive it. Such a payment is referred to as a "Rollover Contribution." However, in that case, the Plan must withhold taxes from the distribution.

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When you are entitled to receive a distribution from the Plan, the Fund Office will provide you with information about the distribution, any tax withholding requirements, and a form for you to elect to have an Eligible Distribution transferred directly to another qualified retirement plan or to an Individual Retirement Account. You should consult your tax advisor to get more specific information about the tax consequences of any distribution.

73. *How will payments be made to me if I am unable to care for myself?*

If the Trustees determine that a pensioner or beneficiary is unable to care for his or her affairs because of mental or physical incapacity, then the Trustees may, in their discretion, pay his or her benefits to any entity or individual who the Trustees believe will provide for his or her maintenance and support. If proper claim is made by the Participant's or beneficiary's legal representative prior to any such payment, then the Trustees may pay his or her benefits to such representative instead.

74. *What happens to my retirement benefits if I am divorced?*

If, pursuant to a court order, your spouse, child or other dependent is awarded all or a portion of your pension benefits under the Plan, and such court order meets the requirements to be a Qualified Domestic Relations Order (QDRO), your pension benefits must be paid in accordance with the court order. You should understand that the Trustees are required by law to pay benefits as required by a QDRO.

The person claiming entitlement to your pension benefits must furnish the Trustees with a certified copy of the Court Order, which will be reviewed by the Trustees and Plan Counsel to determine if it meets all requirements to be a QDRO. Once the Trustees receive a certified copy of a QDRO, you will be notified of their receipt and a copy of the provisions of the Plan relating to QDROs will be provided to you. If there is a dispute as to whether the Order is a QDRO then any amounts which are payable before the dispute is resolved will be placed into a separate account until a final determination is made.

75. *Can I borrow from the pension money I am to receive?*

No, it is prohibited to borrow from your pension money.

76. *Can my pension money ever be assigned to pay for outstanding debts or any other obligation?*

Usually the answer is no, however, there are three exceptions and a special rule for certain arrangements. The three exceptions are:

- ◆ QDROs (Qualified Domestic Relations Order) see question 74;

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- ◆ Federal tax levies or collection by the US on a judgement resulting from an unpaid tax assessment; and
- ◆ certain voluntary and revocable assignments or alienations, limited to 10% of any benefit payment.

The special rule allows you to elect to voluntarily have a portion of your pension check deducted each month to pay your welfare plan premium. You may revoke such election at any time.

77. May I take a cash settlement instead of monthly pension payments?

No, a lump sum cash settlement is not an option. The purpose of the Plan is to help provide a monthly income for retired participants. However, there is an exception for small benefits that total less than \$5,000.00 in value.

Surviving Spouse's Pensions

There are two (2) benefits available that apply to your eligible surviving spouse. These benefits and requirements to be eligible for the benefits are explained in this section.

78. What are the requirements for my spouse to be considered an "eligible spouse"?

An eligible spouse is a spouse who is lawfully married to you for at least one (1) year up to the start of your pension (he or she need not be married to you at the time of your death).

Post-Retirement Surviving Spouse's Pension *(may be waived by you and your spouse)*

79. What is the married couple form?

The married couple form of pension is the standard form of pension for all married participants. This means that unless you elect to receive your pension in another available form, your pension will be paid to you as long as you live with the provision that, if your eligible spouse outlives you, he or she will start receiving 50% of the monthly pension that you had been receiving.

If you are married on the effective date of your pension, but have not been married for at least one (1) year, you may also elect the married couple form. However the married couple form will not become effective until the first day of the month coinciding with or following your first wedding anniversary.

80. How much is the monthly pension in the married couple form?

The married couple form of pension is reduced depending on your spouse's age, as well as your own.

- ◆ **Example:** Let's assume that you are retiring at age 60 with an accrued monthly pension benefit of \$1,000.00 and your spouse is age 57. If you and your spouse decided to not receive your benefit in the married couple form, you would receive a monthly pension of \$1,000.00 that would be paid as long as you live with 60 payments guaranteed. Payments would stop with the later of the date of your death or the date of the 60th payment.

If you choose to receive a reduced monthly pension with the provision that 50% of such reduced monthly pension would continue to your surviving spouse as long as he or she lives (i.e., the married couple form), you would receive a monthly pension of \$873.90 with the provision that your eligible surviving spouse would start receiving one-half of that, \$436.95, for as long as he or she lives after your death.

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If your spouse were 52 years old (instead of 57) the corresponding figure for the married couple form would be \$843.10 per month for you (instead of \$873.90).

These reductions apply to only the age combinations used in this example. In all cases, you should check with the Plan Office for the exact reductions for your situation.

81. *Can we choose not to receive my benefit in the married couple form?*

When you are applying for your pension, you and your spouse will have the opportunity to choose whether or not you will receive your benefit in the married couple form. You and your spouse will have a period of at least 30 days to decide how the benefit is to be paid.

Both you and your eligible spouse must elect not to receive your benefit in the married couple form in order for it to be paid in an optional form. Your spouse's agreement to this waiver must be notarized.

82. *How can we learn more about the married couple form of pension?*

When you are considering retirement, contact the Plan Office at least 30 days prior to the effective date of your pension and the Plan Office will provide you and your spouse with a written explanation of:

- ◆ the terms and conditions of the married couple form;
- ◆ your right to waive the married couple form and the effect of such waiver;
- ◆ your spouse's rights with respect to your choice of pension; and
- ◆ your right to revoke a previous election to waive the married couple form and the effect of such revocation.

83. *How does my eligible surviving spouse receive his or her portion of my pension after I die?*

The reduced monthly benefit will not begin automatically; your eligible surviving spouse must contact the Plan Office to apply for the benefit.

84. *For how long will my eligible surviving spouse's pension be paid?*

For the life of your eligible surviving spouse. Once he or she starts receiving it, it is non-forfeitable for any reason except death.

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85. What happens if we choose the married couple form but I no longer have a spouse when I retire?

In the event that your spouse predeceases you prior to the time your pension payments are scheduled to begin, any election of the married couple form will be void and your pension will be determined in accordance with the provisions of the Plan on a "life annuity with 60 months guaranteed" basis. Unless, you are divorced before you retire and your ex-spouse has a right to part of your pension under a qualified domestic relations order, then your ex-spouse's claim will be honored.

86. If I start receiving my married couple pension and something happens to my spouse, will the amount of my pension be raised to its original level?

No, unless you and your spouse have elected the married couple form with the pop-up option and your spouse dies before you.

For details about the pop-up option please refer to the section titled *Optional Forms of Pension Payments*.

Pre-Retirement Surviving Spouse's Pension

87. How does the pre-retirement surviving spouse pension work?

In the event you die after you are vested but before you have actually started receiving any pension under the Plan, your eligible surviving spouse will start receiving a pension benefit on what would have been your earliest unreduced early, early or normal pension date (immediately if you had already reached unreduced early, early or normal pension age). It will be payable to your eligible surviving spouse monthly for as long as he or she lives.

This is called the pre-retirement surviving spouse pension.

88. How much is the monthly pre-retirement surviving spouse's pension?

The monthly pension that is payable to the surviving spouse of a vested participant who met the service requirements for an early pension benefit is 50% of the early pension benefit payable in the married couple form.

- ◆ **Example 1:** Assume that you had been eligible for an early pension, accrued a monthly pension benefit of \$1,000.00 at the date of your death and were age 55. If your eligible surviving spouse were the same age, he or she would start receiving, at your death, \$417.96 per month for his or her lifetime.

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- ◆ **Example 2:** Assume that you had at least ten (10) years of vesting service and had accrued the same monthly benefit as above but you were only 40 years old at the time of your death. If your eligible surviving spouse were the same age, he or she would be eligible to receive a monthly pension of \$417.96 for his or her lifetime. However, your surviving spouse's monthly pension will not begin until the first day of the month coinciding with or next following what would have been your 55th birthday.

The monthly pension that is payable to the eligible surviving spouse of a vested participant who did not meet the service requirements for an early pension benefit under the Plan is 50% of the married couple benefit payable at your normal retirement date.

- ◆ **Example 1:** Assume that you had accrued a monthly pension benefit of \$500.00 at the date of your death, were age 55 and your spouse was age 53. Let's assume you had only seven (7) years of vesting service at the time of your death, therefore, you had not been eligible for an early pension. Your accrued monthly pension benefit was scheduled to start at your normal pension date, payable in the married couple form. The amount of your monthly accrued pension benefit in the married couple form is \$434.80. In this example, your spouse would begin receiving \$217.40 on the first day of the month following what would have been your 65th birthday.

Lump Sum Death Benefit

In the event you pass away, your named beneficiary may be entitled to the return of your contributions less any pension payments made. This section reviews the requirements to qualify for the lump sum death benefit.

89. How do I qualify for the lump sum death benefit covered under the pension plan?

If, at your death, you are an active participant with five (5) years of pension service or a retired participant who was receiving an early, unreduced early, normal or disability pension, your beneficiary is entitled to a lump sum death benefit.

90. How much is the lump sum death benefit?

The amount is the total of the contributions made to the Plan by your employers, less any pension payments made to you before your death.

Any contributions made for work before a break in service that took place before you were vested (and was not reinstated) will not be a part of your death benefit.

91. How does the pre-retirement surviving spouse pension affect the lump sum death benefit?

The lump sum death benefit that might be due before your retirement will not be paid until all payments to your eligible surviving spouse have been made first. If your eligible surviving spouse dies before an amount at least equal to the lump sum death benefit that was in effect at your death has not been paid (in pension payments), then the difference between the death benefit and the sum of the pension payments already received will be paid in a lump sum to your beneficiary.

However, if you die after you are vested, but before you have satisfied the age and service requirements for an unreduced early, early or normal pension, then your eligible surviving spouse will be given the option of receiving his or her pre-retirement surviving spouse pension as a lump sum settlement. If he or she elects the lump sum value of the deferred pension, the excess of the value of the lump sum death benefit over the lump sum settlement for the pre-retirement surviving spouse pension (if any) would then be paid to your beneficiary. If the lump sum settlement for the pre-retirement surviving spouse pension is less than or equal to \$5,000, then your eligible spouse must receive his or her benefit as a lump sum.

92. Who can be my beneficiary for the lump sum death benefit?

You may name anyone to be your beneficiary. You may change your designation at any time. Your designation and any changes must be made in writing and given to the Trustees. Any beneficiary designation or change in beneficiary designation received by the Trustees after your death will not be honored.

Pension Plan

If a death benefit is due and you have not chosen a beneficiary, or the beneficiary you have chosen has died, the death benefit will be paid to your estate or to your surviving spouse's estate (if appropriate).

93. Will a death benefit be paid automatically at my death?

No, as with all the other benefits under this Plan, application must be made for the death benefit.

Post-Retirement Death Benefit

After you retire, the Plan provides for a "60 month minimum" feature that pays a death benefit to your beneficiary for a guaranteed minimum of 60 months. This special feature is an added benefit and is not usually including in most plans. Please read this section for more information about this generous provision.

94. What is the 60 month guaranteed benefit?

Once you start receiving a pension, even though it is to stop at your death, payments will be made after your death if at least 60 monthly pension payments have not been made at the time you die. The additional payments will be made to your beneficiary until a total of 60 monthly payments have been made.

This benefit does not apply if you are receiving your pension in the married couple form with or without the pop-up option, the ten year certain form or the level income form.

95. Who can be my beneficiary for the post-retirement death benefit?

As with the pre-retirement death benefit, you may name anyone to be your beneficiary. You may change your designation at any time. Your designation and any changes must be made in writing and given to the Trustees. Any beneficiary designation or change in beneficiary designation received by the Trustees after your death will not be honored.

If a death benefit is due as the result of your death and you have not chosen a beneficiary, or the beneficiary you have chosen has died, the death benefit will be paid to your estate.

However, when you retire, if your eligible spouse consents to waive the married couple form of pension, he or she has the right to either name the beneficiary and form of payment for the post-retirement death benefit, or to waive his or her right to name the beneficiary and form of payment. If your eligible spouse does not waive his or her right to name the beneficiary and form of payment then any change in beneficiary or form of payment designation must be approved by him or her as well.

Optional Forms Of Pension Payment

If you are single on your disability, early, unreduced early or normal pension date, your pension will be paid for your lifetime with 60 payments guaranteed. If you are legally married to an eligible spouse on your disability, early, unreduced early or normal pension date your pension will be paid in the married couple form (See question 78.). However, optional forms of payment are available if you (and your eligible spouse, if applicable) so choose.

96. *May I receive my pension in a form other than those already discussed?*

Yes, if you do not want the standard form you may select an optional form of payment.

If you are married, both you and your eligible spouse must elect not to receive your benefit in the married couple form in order for it to be paid in an optional form. Your spouse's agreement to this waiver must be notarized and made during the 90-day period ending with the effective date of your pension.

97. *What are the optional forms of pension payment?*

The optional forms of pension payments available to you are:

- ◆ a life annuity with 50% continuance to your surviving spouse with the pop-up option,
- ◆ a life annuity with 75% continuance to your surviving spouse with or without the pop-up option,
- ◆ a life annuity with 100% continuance to your surviving spouse with or without the pop-up option,
- ◆ a ten year certain and life annuity; and
- ◆ a level income annuity (paid for your lifetime only).

98. *What is the pop-up option and how does it work?*

As described previously, the married couple form, which is the standard form for married applicants, is a life annuity with 50% continuance to your surviving spouse. The married couple form is explained under the section titled *Surviving Spouse's Pensions*.

Pension Plan

The pop-up option provides a pension payment that will “pop-back-up” or be raised to your full unreduced pension benefit if your spouse dies before you. You will then be paid the unreduced amount for the remainder of your life. However, you should be aware that the reduction for the pop-up option is greater than that of the standard form.

If you predecease your spouse, there is no such pop-up option for surviving spouses.

99. What is the life annuity with 75% continuance to my surviving spouse?

As you already know, the married couple form, which is the standard form for married participants, is a life annuity with 50% continuance to your surviving spouse (See questions 79 and 80.).

The life annuity with 75% continuance to your surviving spouse is a reduced monthly pension paid to you as long as you live with the provision that, if your spouse outlives you, he or she will start receiving 75% of the reduced monthly pension that you had been receiving. The reduction for the 75% continuance is greater than the reduction for the 50% continuance.

You may also choose the pop-up option with this form of pension. (See question 98.)

100. What is the life annuity with 100% continuance to my surviving spouse?

The life annuity with 100% continuance to your surviving spouse is similar to the form described above except that if your spouse outlives you, he or she will receive 100% of the reduced monthly pension that you had been receiving. The reduction for the 100% continuance is greater than the reduction for the 50% or 75% continuance.

You may also choose the pop-up option with this form of pension. (See question 98.)

101. What is the ten year certain and life annuity?

This form of payment provides you with an actuarially reduced monthly pension for life. If you die before you receive 120 monthly payments (10 years), then monthly payments will continue to your beneficiary (or your estate) until a total of 120 monthly payments have been made.

If, after payments begin, both you and your beneficiary die before 120 monthly payments are made, then your remaining benefit may be paid in a lump sum to your estate or to your beneficiary's estate, depending on who dies last.

102. What is the level income annuity?

The level income annuity is an optional form of pension payment that is coordinated with your other sources of retirement income to help maintain a more level monthly income for you. Under this option, you will receive larger monthly pension payments from this Plan until age 62 (when your other sources of retirement income begin). After age 62, your pension payments from this Plan will be reduced (or terminated, if necessary).

- ◆ **Example:** Suppose you wanted to retire before age 65 and you were planning on applying for a Social Security pension at age 62. Suppose further that your unreduced early or early pension benefit from this Plan beginning at age 60 would be \$1,000 if paid to you for life with no survivor's benefit and your estimated monthly Social Security pension at age 62 also totals \$1,000.

If you elect to receive your unreduced early or early pension benefit as a life annuity with 60 guaranteed monthly payments, you would receive \$1,000 per month from this Plan until age 62. You would then receive \$2,000 per month from age 62 forward, taking into account the pension you would receive from this Plan plus your Social Security pension.

If you elect to receive your unreduced early or early pension benefit as a level income annuity, your monthly pension benefit from this Plan would be \$1,849 until age 62 and \$849 after age 62. Taking into account your early pension plus your estimated Social Security pension of \$1,000, this means that you would receive a level amount (\$1,838) from your retirement date forward.

The adjustment made for the level income annuity depends on your age at retirement, your estimate of other retirement income sources commencing at age 62 and the amount of your pension benefit accrued under this Plan.

You are responsible for providing the Plan Office with a written estimate of your other retirement income. The estimate must be in a form satisfactory to the Board of Trustees. For example, if you are relying on a Social Security pension at age 62, you may write to Social Security for assistance, but the ultimate responsibility for the estimate is yours.

103. What are the eligibility requirements for the level income annuity?

You may elect the level income option if you elect an unreduced early or early pension and you must satisfy both of the following eligibility requirements:

- ◆ the effective date of your pension must be prior to your 62nd birthday, and
- ◆ if necessary, you and your spouse must have rejected the married couple benefit as described in the answer to question 79.

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104. Can I change my post-retirement income estimate that I had submitted after I begin receiving my pension?

No, once your monthly pension commences, you may not revise your estimate of other retirement income for pension calculation purposes.

105. Can I change my form of payment once I begin receiving my pension?

No, once your monthly pension commences, whether in a standard or optional form, the form is irrevocable.

Other Plans

Agreements and arrangements have been made to protect your participation in this Plan when you are forced to work in certain other plan areas. These agreements are called reciprocal agreements.

106. Are there any circumstances where I can receive credit under this Plan for work in other plan areas?

Yes, the Pension Plan has entered agreements with certain other pension plans for United Association bargaining unit employees. In accordance with the terms of these agreements, when a permanent member of the Local 7 Pension Plan works in the area of the other pension Plan, payments are sent by the other pension plan to this Pension Plan. You would receive no credit of any kind under the other pension plan. For hours worked before August 1, 2003 you will receive hour for hour credit under this Pension Plan regardless of what the hourly rate of contribution was.

For hours worked after July 31, 2003, the amount of the hourly rate of contribution made to this plan on behalf of your work will have an influence on the amount of Pension Service credited to you. If the hourly contribution rate for your work is different from the rate for a Local 7 journeyman, there will be a proportional adjustment in the hours of Pension Service credited to you.

Likewise, if you are not a permanent member of this Pension Plan but work in this Pension Plan's area, and are a permanent member of a pension plan that this Pension Plan has such a reciprocal agreement, you will receive no credit under this Pension Plan. Your credit for your work here will be determined by the rules of the other pension plan.

107. How am I treated if I was a participant in the Plumbers' Local 61 Pension Plan at the time it merged with this Pension Plan?

If you were receiving a pension benefit already, your pension will continue. If you were not receiving a pension benefit, your accrued pension and vesting service will be treated as pension and vesting service under this Plan. If you had a "frozen" benefit, it will be paid, when due, under this Plan.

Appeal Procedure

Each claim for any benefit disbursement under this Plan is reviewed under the direction of the Board of Trustees. The facts that are presented with the claim are what are considered, primarily, in evaluating it. Sometimes the Plan Office will not receive all the pertinent details when a claim is presented which could result in a denial of your claim. However, regardless of the reason for the denial, you are entitled to a review of your denied claim.

108. *What happens if my application for benefits under the Plan is denied?*

Initial Adverse Benefit Determinations

If your claim for benefits is denied in whole or in part for any reason, then within 90 days after this Plan receives your claim, this Plan will send you written notice of its decision, unless special circumstances require an extension, in which case the Plan will send you written notice of the decision no later than 180 days after the Plan receives your claim. If an extension is necessary you will be given written notice of the extension before the expiration of the initial 90-day period, which shall indicate the special circumstances requiring the extension of time and the date by which the Plan expects to render the benefit determination.

The Plan's written notice of its decision will include the specific reason or reasons for the adverse benefit determination; reference to specific Plan provisions on which the determination is based; a description of any additional material or information necessary for you to complete your claim and an explanation of why such material or information is necessary (if applicable); and a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act following an adverse benefit determination on review.

Appeal of Adverse Benefit Determinations

If you are not satisfied with the reason or reasons why your claim was denied, then you may appeal to the Board of Trustees. To appeal, you must write to the Trustees within 60 days after you receive this Plan's initial adverse benefit determination. Your correspondence (or your representative's correspondence) must include the following statement: "I AM WRITING IN ORDER TO APPEAL YOUR DECISION TO DENY ME BENEFITS. YOUR ADVERSE BENEFIT DETERMINATION WAS DATED _____, 20__." If this statement is not included, then the Trustees may not understand that you are making an appeal, as opposed to a general inquiry. If you have chosen someone to represent you in making your appeal, then your letter (or your representative's letter) must state that you have authorized him or her to represent you with respect to your appeal, and you must sign such statement. Otherwise, the Trustees may not be sure that you have actually authorized someone to represent you, and the Trustees do not want to communicate about your situation to someone unless they are sure he or she is your chosen representative.

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You shall have the opportunity to submit written comments, documents, records, and other information related to the claim for benefits. You shall also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. A document, record, or other information is relevant to a claim if it was relied upon in making the benefit determination; was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; demonstrates compliance with the administrative processes and safeguards required in making the benefit determination; or, in the case of disability pension claims only, constitutes a statement of policy or guidance with respect to the plan concerning the denied benefit, without regard to whether such advice or statement was relied upon in making the benefit determination. 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.

Determinations on Appeal

The Trustees at their next regularly scheduled meeting will make a determination of the appeal. However, if the appeal is received less than thirty (30) days before the meeting, the decision may be made at the second meeting following receipt of the request. If special circumstances require an extension of time for processing, then a decision may be made at the third meeting following the date the appeal is made. Before an extension of time commences, you will receive written notice of the extension, describing the special circumstances requiring the extension. The Plan will notify you of the benefit determination no later than 5 days after the determination is made.

If your appeal is denied, the Plan's written notice of the Board's decision will include the specific reason or reasons for the adverse benefit determination; reference to specific Plan provisions on which the determination 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 your claim for benefits; and a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act.

The Trustees' final decision with respect to their review of your appeal shall be final and binding upon you, since the Trustees have exclusive authority and discretion to determine all questions of eligibility and entitlement under this Plan. Nonetheless, if you disagree with the final decision of the Trustees with respect to your appeal, then you may start a legal action against this Plan. However, no legal action may be commenced or maintained against this Plan more than 180 days after the Plan Trustees' final decision on appeal is deposited in the mail to the Participant's or Beneficiary's last known address.

Suspension Of Pensions

In the event an early, unreduced early, disability or normal pensioner works at least 40 hours in prohibited employment in the Plan Area in a month, after 1981, for which he or she is entitled to an early, unreduced early, disability or normal pension payment hereunder as the result of his or her successful application for such payment, his or her pension payment hereunder for such month shall be withheld and forfeited provided the proper notice is provided to him or her by the Trustees.

109. *What is considered Prohibited Employment?* Prohibited employment is employment in a classification described in the current Articles of Agreement between Local Union No. 7 and Mechanical Contractors Association of the Capital District (Article 19) or as described in any subsequent Articles of Agreement (whether union or non-union, self-employment or employed, whether actually working or supervising such work, whether contributions are required to be made to the Fund on account of such hour or not) for which the pensioner is compensated by the employer.

110. *What is the Plan Area?* The Plan Area means New York State.

111. *Will I be notified before my benefits are suspended?* No pension benefit payments may be withheld from a pensioner in any month unless, and until, during the first such month the Trustees notify the pensioner of the suspension. Such notification shall be delivered personally or by first class mail and shall contain:

- ◆ a description of the reason pension payments are being suspended;
- ◆ a general description of this Section;
- ◆ a copy of this Section;
- ◆ a statement that an appeal of the Trustees' decision in this matter may be accomplished using the Plan's claim denial appeal procedure;
- ◆ a statement that the Department of Labor regulations dealing with suspension of benefits may be found in section 2530.203-3 of the Code of Federal Regulations;

Subject to correction by actual evidence, the Trustees may presume that a pensioner who works at least some time in prohibited employment in a month has or will work at least 40 hours in such prohibited employment in that month unless, within 5 days of the start of such employment, the pensioner notifies the Trustees of such commencement and has not refused to cooperate with reasonable requests by the Trustees to assist them in administering the provisions of this Section.

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112. When will my benefit payments resume after a suspension? In order that the payment of monthly pension benefits be resumed after suspension, the pensioner must notify the Trustees in writing that he or she has ceased working at prohibited employment. The Trustees shall resume the pension payments to the pensioner, in the same monthly amount that he or she had been receiving prior to suspension, with the first day of the third calendar month following the calendar month in which the Trustees receive the pensioner's notice called for in the prior sentence. Subject to the following sections, should the pensioner be due any payments that were withheld for months prior to the resumption of payments in which the pensioner did not work the prescribed duration of prohibited employment, such withheld payments shall be paid upon recommencement of pension payments.

113. What happens if I receive a payment for a month in which my benefits should have been suspended? In the event a pensioner receives a monthly pension payment for a month for which the Trustees have the right to withhold and forfeit such payment, the Trustees shall recover such payment by reducing the payment otherwise payable to the pensioner for the month immediately following his or her cessation of work in prohibited employment for which payment is not due until the third month following the pensioner's notification to the Trustees called for in the preceding section. If the reductions described in the prior sentence are not sufficient to permit recovery of payments that should not have been made, the Trustees shall recover such difference by reducing the amount of future recommended monthly pension payments by no more than 25% until such recovery is complete.

114. Who determines if employment is prohibited employment? A pensioner or employee may write to the Trustees to determine if an actual or contemplated employment is prohibited employment and the Trustees shall reply to such request for information after securing enough details to make such a judgment.

115. How are my benefits determined after I stop working and retire again? Benefit payments are recalculated once a year, for pensioners who return to work at the beginning of the plan year. All factors remain the same as those used in the original pension calculation including the monthly benefit rate.

116. Are there any circumstances where I could work With No Suspension of Benefits? Effective June 1, 2001, if economic circumstances warrant the Board of Trustees may designate periods when a pensioner may work in excess of 39 hours per month in prohibited employment and continue to receive monthly pension payments during such period. Any additional pension service accumulated will be used to increase future monthly benefits effective on the first day of the first Plan Year following the Plan Year in which such additional pension service is earned, offset by the amortized value of any pension payments paid for any month in such plan year in which at least 40 hours were worked in prohibited employment.

Section 2

Technical Details

As required by the Employee Retirement Income Security Act of 1974 ("ERISA")

Plan Name: United Association Local No. 7 Pension Plan.

Edition Date: This Summary Plan Description is produced as of January 1, 2005.

Plan Sponsor: Board of Trustees of United Association Local No. 7 Pension Fund.

Plan Sponsor's Employer Identification Number: 91-2055389

Plan Number: 001.

Type Of Plan: A pension plan, the contributions to which are negotiated and the benefits of which are determined by the Trustees.

Plan Year Ends: May 31st.

Plan Administrator: Board of Trustees of United Association Local No. 7 Pension Fund, 308 Wolf Road, Latham, NY 12110. Phone # (518) 785-3440.

Agent For The Service Of Legal Process: Robert W. Valenty, 308 Wolf Road, Latham, NY 12110. Phone # (518) 785-3440.

In addition to the person designated as agent of service of legal process, service of legal process may also be made upon any Plan Trustee.

Type Of Plan Administration: Self-administered.

Type Of Funding: Self-insured.

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Sources Of Contributions To Plan: Employers required to contribute to the United Association Local No. 7 Pension Fund, and certain pension funds with whom this Fund has reciprocal agreements from time to time.

Collective Bargaining Agreement: This Plan is maintained in accordance with a collective bargaining agreement. A copy of this agreement may be obtained by you upon written request to the Fund Administrator and is available for examination by you at the Plan Office.

Participating Employers: You may receive from the Fund Administrator, upon written request, information as to whether a particular employer participates in the sponsorship of the Plan. If so, you may also request the employer's address.

Plan Benefits Provided By: United Association Local No. 7 Pension Fund.

Eligibility Requirements, Benefits & Termination Provisions Of The Plan: See Section 1. of this booklet.

How To File A Claim: Application for all benefits must be made in writing on forms that should be obtained from the Fund Administrator at the Plan Office. You may secure such forms by writing, telephoning, or visiting (during the hours of 8:00 A.M. to 4:30 P.M. on regular business days) at the Plan Office. The address is:

308 Wolf Road
Latham, NY 12110
Phone # (518) 785-3440

No benefit payments will be due prior to the first day of the month following the date a signed application is received at the Plan Office.

Review Of Claim Denial: If you submit a benefit application to the Plan Office and it is denied, in whole or part, you will be so notified.

If a denial takes place, you are entitled to appeal the decision by writing to the Trustees, within 60 days of the denial, at the Plan Office, asking that a review of the denial be made. You or your representative, may review the pertinent records and documents. You may attend the review hearing.

After the review, you will be notified of the results of the review.

More specific information regarding this procedure may be obtained from the Fund Administrator.

Rights And Protections: As a participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

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- ◆ examine, without charge, at the Fund Office, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
- ◆ obtain copies of all plan documents and other plan information upon written request to the Fund Administrator. The Fund Administrator may charge a reasonable fee for the copies.
- ◆ receive a summary of the Plan's annual financial report. The Fund Administrator is required by law to furnish each participant with a copy of this summary annual report.
- ◆ obtain a statement, free of charge, telling you whether you have a right to receive a pension at normal retirement age and, if so, what your benefits would be at your normal retirement date if you stopped working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to earn a right to a pension. You must request this statement in writing and it is not required to be given more than once a year.

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 the other plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may terminate your employment (or otherwise discriminate against you in any way) to prevent you from obtaining a benefit or exercising your rights under ERISA.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Fund Administrator to provide the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. 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 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 the court finds your claim is frivolous you may have to pay all costs and fees associated with the claim. If you have any questions about your Plan, you should contact the Trustees.

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If you have any questions about this statement or about your rights under ERISA, you should contact the U.S. Labor-Management Services Administration, Department of Labor at:

JFK Federal Building
Room 3575
Boston, MA 02203

Pension Benefit Guaranty Corporation (PBGC) Insurance: Benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan is insolvent and unable to pay guaranteed benefits when due. Generally, the PBGC guarantees most vested normal age retirement benefits, early retirement benefits, and certain disability and survivor's benefits. However, the PBGC does not guarantee all types of benefit protection under covered plans, and the amount of benefit protection is subject to certain limitations.

If a plan has been in effect less than five (5) years, or if the benefits have been increased within the five (5) years before plan insolvency, the plan's vested benefits or the benefit increases are not guaranteed. In addition, there is a ceiling on the amount of monthly benefit that the PBGC guarantees.

For more information on the PBGC insurance protection and its limitations, ask your Fund Administrator or the PBGC. Inquiries to the PBGC should be addressed to the Office of Program Operations, Pension Benefit Guaranty Corporation, Room 5300 A, 2020 K St. N.W. Washington, D.C. 20006. The PBGC may also be reached by calling (202) 778-8800.

The Plan Sponsor and Plan Administrator is the Board of Trustees of the United Association Local No. 7 Pension Plan: The following are the individual Trustees that make up the Board as of January 1, 2005.

Employer

David DiGesare
DiGesare Mechanical
3434 Carman Road
Schenectady, NY 12303

William Herkenham
F.P.I. Mechanical, Inc.
11 Green Mountain Drive
Cohoes, NY 12047

Joseph W. Atkinson
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Rensselaer, NY 12144

Union

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