



**SUMMARY PLAN DESCRIPTION**

**OF THE**

**PLUMBERS & PIPEFITTERS LOCAL UNION NO. 9**

**SURETY PLAN**

*Effective December 31, 2013*



## **TO ALL PARTICIPANTS AND BENEFICIARIES:**

We are pleased to present you with a current Plan booklet containing the provisions of the Plumbers & Pipefitters Local Union No. 9 Surety Plan in a question and answer format. This booklet is intended only as a summary of our Plan's highlights and is not the complete Plan document. In the event of any inconsistencies between this booklet and the actual Plan provisions, the actual Plan governs. If you have any difficulty understanding any part of this description, contact the Fund Office. If you wish to read the actual Plan, a copy is available for inspection upon request at the Fund Office. Office hours are from 8:30 AM to 5:00 PM, Monday through Friday. Our telephone number is (800) 792-3666.

### **GENERAL INFORMATION**

#### **THE PLAN:**

Plumbers & Pipefitters Local Union No. 9 Surety Plan, Amended and Restated, effective December 31, 2013.

#### **TYPE OF PLAN AND IDENTIFYING NUMBER:**

The Plan is a defined contribution plan. The United States Internal Revenue Employer Identification Number is 22-2383293 and the United States Labor Department Plan Number is 001.

#### **FISCAL YEAR:**

The Plan's Fiscal Year is July 1 to June 30.

#### **PLAN SPONSOR:**

The Plan is maintained by the Trustees of Plumbers & Pipefitters Local Union No. 9 Surety Fund, which consists of a Joint Board of Trustees, composed of three Employer Trustees and three Union Trustees, with an address c/o I.E. Shaffer & Co., P.O. Box 1028, West Trenton, New Jersey 08628.

#### **ADMINISTRATION:**

The Plan is administered by a third party administrator, I.E. Shaffer & Co., and the administrative office is located at Mountain View Office Park, 830 Bear Tavern Road, Ewing, New Jersey 08628. The Plan Administrator is the agent for service of legal process and is located at the same address. The Plan Trustee(s) may also receive service of legal process. The telephone number for the Plan Administrator is (800) 792-3666.

#### **COLLECTIVE BARGAINING AGREEMENT:**

The Plan is maintained under one or more collective bargaining agreements, which are available for inspection upon request in writing to the Plan Administrator, I.E. Shaffer & Co., P.O. Box 1028, West Trenton, New Jersey 08628. A copy of any such agreement may also be obtained upon written request to the Plan Administrator and is available for inspection.

#### **SOURCE OF CONTRIBUTIONS:**

Employers contribute in accordance with the collective bargaining agreement made by Plumbers & Pipefitters Local Union No. 9 with any of the contributing employers. Plan participants and beneficiaries may receive from the Plan Administrator, upon written request, a complete list of employers or organizations that contribute to the Plan.

#### **PLAN TRUSTEES:**

The Plan Trustees are:

##### **Union Trustees:**

Michael Maloney  
A. William Pitman  
Mark Reulbach

##### **Employer Trustees:**

Donald B. Rodner  
Gregory Gibson  
Marty Drobny

The principal business address of each plan trustee is: Mountain View Office Park, 830 Bear Tavern Road, Ewing, New Jersey 08628



## QUESTIONS AND ANSWERS ABOUT THE PLAN

### 1. WHO IS ELIGIBLE?

You become a Participant of the Plan as of the first day on which contributions are due on your behalf from your Employer and an Individual Account is set up crediting such contribution to your Individual Account.

### 2. HOW ARE THE INDIVIDUAL ACCOUNTS MAINTAINED?

An Individual Account is the account established and maintained for each Participant into which is placed Employer contributions made on your behalf.

In general, it will be:

- The sum of all contributions made on your behalf, PLUS
- All actual investment earnings (realized and unrealized) credited to your account, MINUS
- All investment losses (realized and unrealized) credited to your account, MINUS
- All withdrawals from your account, MINUS
- Your share of the expenses of operating the Fund.

From the statement given to you quarterly, you will be able to see what is happening in your Individual Account.

Each Individual Account is valued daily.

The Surety Fund qualifies as a "404(c)" plan, whereby the law relieves the Trustees and other Plan Fiduciaries of the responsibilities for making all investment decisions regarding the Fund assets. A 404(c) plan permits the participants to direct the investment of their Individual Account according to the rules of Section 404(c) of the Employer Retirement Income Security Act of 1974 ("ERISA") and Title 29 of the Code of Federal Regulations, Section 2550.404c-1. As a result, the Fund's Fiduciaries, including the Trustees, will not be liable for losses that are a direct and necessary result of investment instruction the Trustees received from you.

Once you have established an Individual Account, you can attend an investment information seminar periodically arranged by the Trustees and conducted by investment professionals. At these seminars, you will be informed as to the various investment vehicles available.

You can instruct the Plan Administrator to transfer money from your existing account into one or more of several investment options. You can also designate and change the way new contributions to your account are allocated among the investment options.

The investment options are selected and reviewed by the Trustees. They have varying levels of risk.

### 3. IS INTEREST CREDITED TO THE MONIES CONTRIBUTED TO MY INDIVIDUAL ACCOUNT?

Yes. Interest will be credited to your Individual Account from the date it is established. Administrative expenses will be deducted from the interest credited to your account. It is important to remember that the balance in your Individual Account is guaranteed to be paid to you or your beneficiary in the form of a retirement, termination of service, disability or death benefit.

### 4. WHEN ARE PAYMENTS PAYABLE FROM THE SURETY FUND?

You may be eligible for benefits from this Fund if you:

- (a) qualify for retirement;
- (b) die prior to receiving the full value of your Individual Account;
- (c) become totally and permanently disabled;
- (d) have not worked in a job covered by the Collective Bargaining Agreement for at least three (3) consecutive months;
- (e) experience hardship. If you have an Individual account for at least one (1) year, you may apply to the Trustees for the full amount of your Individual Account, upon the occurrence of one or more of the following:

- i) Medical expenses of at least \$1,000 which have not been reimbursed by benefits payable from Plumbers and Pipefitters Local No. 9 Welfare Fund; or
- ii) Funeral expenses incurred due to the death of a spouse, child or parent; or
- iii) Education expenses incurred by you to maintain you, your spouse, or a dependent child at an educational institution beyond the high school level, or a school/institution for physically or mentally handicapped or emotionally disturbed children; or
- iv) Purchase of a home or cooperative or condominium in which you will reside requiring a down payment, contract and title expenses; or
- v) You are delinquent in the making of mortgage or rental payments on your principal residence and there is an immediate threat that your mortgage will be foreclosed or you will be evicted; or
- vi) A period of disability for 26 weeks or more; or
- vii) You have been involuntarily unemployed and have exhausted all available state unemployment benefits; or
- viii) Legal fees and expenses of \$1000.00 or more in defense or prosecution of civil or criminal litigation; or
- ix) Payments to avoid the filing of a bankruptcy petition or assignment for benefit of creditors or receivership under State law.

No more than two (3) hardship benefits may be paid in any twenty-four (24) consecutive month period.

**5. IN WHAT FORM WILL MY BENEFIT PAYMENTS BE MADE TO ME?**

If you are married on your Annuity Starting Date, the normal form of receiving benefit payments under this plan shall be a Qualified Joint and Survivor Surety with your spouse. You may also elect not to receive a Qualified Joint and Survivor Surety, in which event, your election must be consented to by your spouse in writing which must be witnessed by a notary public. You may elect to have the balance in your account payable in a fixed monthly amount or a lump sum or any combination of the two provided, however, that your Individual Account will be exhausted no later than your life expectancy or that of your spouse if you are married, based on the IRS mortality tables applicable at the time of each payment. In the event that you die prior to retirement, your surviving spouse will receive a Qualified Preretirement Survivor Annuity. However, your spouse may elect to receive installments, a lump sum or any combination of the two to accomplish the distribution of your account balance payable upon your death.

***NOTE: ONCE A PAYMENT OF JOINT AND SURVIVOR SURETY BENEFIT COMMENCES, THE OPTION CANNOT BE REVOKED.***

**6. IN LIEU OF RECEIVING A DIRECT PAYMENT OF MY ACCOUNT BALANCE, MAY I DIRECT THE PLAN TO HAVE A PORTION OF AN ELIGIBLE ROLLOVER DISTRIBUTION PAID DIRECTLY TO AN ELIGIBLE RETIREMENT PLAN IN A DIRECT ROLLOVER?**

Yes. You may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to another tax-deferred retirement plan or account in a direct rollover.

**7. WHAT BENEFITS ARE MY BENEFICIARIES ENTITLED TO IN THE EVENT OF MY DEATH?**

If you die prior to receiving any retirement benefits from this Fund, your Individual Account balance will be applied toward the purchase of an annuity for the life of the surviving spouse; or distributed in a lump sum, a fixed monthly amount, or a partial lump sum and a fixed monthly amount of the remaining Individual Account. If you die after you begin receiving monthly retirement benefits, your designated beneficiary will receive the balance in your Individual Account.

Note: If you are married, your beneficiary cannot be someone other than your spouse, except as provided under FAQ #5.

**8. MUST I WITHDRAW THE MONEY IN MY ACCOUNT UPON RETIREMENT?**

No. You are not required to make a withdrawal immediately following attainment of eligibility. Notwithstanding the foregoing, you must commence the receipt of benefits by April 1, following the later of: The calendar year in which you attain age 70 ½, or the calendar year in which you retire. If you choose not to withdraw your account it will continue to be treated the same as all other active accounts. It will be credited with interest and charged expenses similar to other active accounts.

**9. HOW DO I FILE A CLAIM FOR BENEFITS?**

You must contact the Fund Office to confirm your eligibility for a distribution and obtain the appropriate claim forms. Failure to submit all necessary forms and documentation may result in a delay in the processing of your benefit application.

**10. WHAT HAPPENS IF MY CLAIM FOR BENEFITS IS DENIED?**

If your claim is denied by the Fund Office, you will receive a written statement explaining the reason for the denial. If you disagree with the Fund Office's decision, you may appeal, in writing and within 180 days of receiving the notice of denial, to the Board of Trustees. After review, the Trustees will notify you in writing of their final decision, which will include explanations and reasons if your claim is denied.

**11. IF MY SPOUSE AND I BECOME DIVORCED, WHAT ARE THE PLAN'S PROCEDURES GOVERNING QUALIFIED DOMESTIC RELATIONS ORDER (QDRO) DETERMINATIONS?**

Upon receipt of a court order, the Plan must comply with any that are deemed to be a "Qualified" Domestic Relations Order. To be "qualified" the order must contain certain required information about you and your former spouse. Such document generally provides for the division of the assets in your individual Surety Account. You may obtain, without charge, a copy of the Plan's procedures governing such orders.

**12. CAN THE PLAN BE TERMINATED?**

The Plan may be terminated by the Board of Trustees and, in such event, all of the funds of the Plan shall be used for the exclusive benefit of the Participants as of the date of termination of the Plan and to defray the expenses of termination. In the event of a discontinuance of the Plan, the net value of your individual account shall be determined as of the date of discontinuance. Expenses of terminating the Plan shall be deducted pro-rata from the net value of your Individual Account, and the balance shall be paid to you in one lump sum or applied to purchase an annuity for you under a group annuity contract as the Trustees shall in their sole discretion determine.

Any annuity so purchased may be a fixed dollar or variable annuity, or both, and will be subject in all respects to the terms of the group annuity contract under which it is purchased. Upon Plan termination or partial termination or discontinuance of contributions, your interest in the Plan as of the date of Plan termination, partial termination or discontinuance of contributions will be non-forfeitable.

No merger or consolidation with, or transfer of assets or liabilities to any other plan shall be made unless your benefits after the termination, merger, consolidation or transfer, if equal to or greater than your benefits immediately before any merger, consolidation or transfer if the Plan had then terminated.





## **YOUR RIGHTS UNDER THE PLAN**

As a participant in the Plumbers & Pipefitters Local Union No. 9 Surety Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- Receive information about your Plan and benefits.
- Examine, without charge, at the Plan administrator's office or the union hall, all documents governing the Plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the Plan administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Receive an annual statement advising you of your individual account balance. In the event that you participate in Employee Directed Investments, the Plan will advise you of your individual account balance no less frequently than once each calendar year.

### **Prudent Actions by Plan Fiduciaries**

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

### **Enforce Your Rights**

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

### **Under ERISA, there are steps you can take to enforce the above rights.**

For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such case, the court may require the Plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a State or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim was frivolous.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Pension and Welfare Benefits Administration.

**NOTES**

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