

# UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' DEFINED CONTRIBUTION PLAN

## SUMMARY PLAN DESCRIPTION

AS RESTATED ON JANUARY 1, 2017



Prepared by:

**NOVARA TESIJA, P.L.L.C.**  
2000 Town Center, Suite 2370  
Southfield, Michigan 48075-1314  
Tel (248) 354-0380  
Fax (248) 354-0393  
EMAIL: [nt@novaratesija.com](mailto:nt@novaratesija.com)

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

**SUMMARY PLAN DESCRIPTION**

**TABLE OF CONTENTS**

<b>DESCRIPTION</b>	<b>PAGE</b>
<b>ARTICLE I - INTRODUCTION TO YOUR DEFINED CONTRIBUTION PENSION PLAN .....</b>	<b>1</b>
<b>ARTICLE II – GENERAL PLAN INFORMATION ABOUT YOUR DEFINED CONTRIBUTION PLAN</b>	
Section 2.1. General Plan Information.....	1
Section 2.2. Administrative Manager.....	2
Section 2.3. Plan Trustee Information .....	2
Section 2.4. Legal Counsel .....	3
Section 2.5. Service of Legal Process.....	4
Section 2.6. Termination Insurance.....	4
<b>ARTICLE III – PARTICIPATION AND SERVICE.....</b>	<b>4</b>
<b>ARTICLE IV – CONTRIBUTIONS AND INVESTMENTS .....</b>	<b>5</b>
<b>ARTICLE V – BENEFITS .....</b>	<b>7</b>
<b>ARTICLE VI – CLAIMS FOR BENEFITS.....</b>	<b>10</b>
<b>ARTICLE VII – ERISA RIGHTS .....</b>	<b>12</b>
<b>ARTICLE VIII – AMENDMENT AND TERMINATION OF THE PLAN.....</b>	<b>14</b>

# UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' DEFINED CONTRIBUTION PENSION PLAN

## SUMMARY PLAN DESCRIPTION EFFECTIVE JANUARY 1, 2016

---

### ARTICLE I INTRODUCTION TO YOUR DEFINED CONTRIBUTION PENSION PLAN

The Trustees of the Upper Peninsula Plumbers' and Pipefitters Defined Contribution Pension Fund are pleased to furnish you with this Summary Plan Description ("SPD") of the Upper Peninsula Plumbers' and Pipefitters' Defined Contribution Pension Plan (the "Plan"). This SPD is intended as a brief outline of the more important provisions of the Plan, effective as of January 1, 2016. Your rights, if any, are determined by the terms of the Plan in existence on the date you cease being a Participant.

This SPD is not meant to interpret, extend, or change the provisions of the Plan in any way. The provisions of the Plan may only be determined accurately by reading the actual Plan document.

Some of the statements made in this SPD are dependent upon this Plan continuing to be "qualified" under the provisions of the Internal Revenue Code. If you have any questions regarding either the Plan or this SPD, you should contact the Trustees or the Administrative Manager. In the event of any discrepancy between this SPD and the actual provisions of the Plan, the Plan shall control.

### ARTICLE II GENERAL INFORMATION ABOUT YOUR DEFINED CONTRIBUTION PENSION PLAN

There is certain general information, which you may need to know about the Plan. This information has been summarized for you in this section.

#### 2.1. General Plan Information.

- a. The name of the Plan is the Upper Peninsula Plumbers' and Pipefitters' Defined Contribution Pension Plan.
- b. The provisions of the Plan described in this SPD are effective as of January 1, 2016.
- c. The Plan's records are maintained on a 12-month period of time. This is known as the Plan Year. The Plan Year begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup>.
- d. The Plan's Federal tax identification number is 38-3296005. The Plan number is 001.

- e. The Plan and Trust are governed by applicable federal laws, as well as the laws of the State of Michigan.
- f. This is a "defined contribution" type of plan with a 401(k) option. That means that benefit amounts are determined solely by the amount of contributions made by you and made on your behalf by your employers as required contractually and any earnings thereon (net of operating expenses and any investment losses).
- g. A complete list of the employers and employee organizations sponsoring the Plan may be obtained by Participants and beneficiaries upon written request to the Administrative Manager, and is available for examination by Participants and beneficiaries.
- h. Participants and beneficiaries may receive from the Administrative Manager, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan and, if the employer or employee organization is a Plan sponsor, the sponsor's address.
- i. The Plan is maintained pursuant to one or more collective bargaining agreements, and copies of any such agreement may be obtained by Participants and beneficiaries upon written request to the Administrative Manager. The agreements are also available for examination by Participants and beneficiaries.

## **2.2. Administrative Manager.**

The Trustees have retained the following third-party Administrative Manager:

**TIC International Corp.  
6525 Centurion Drive  
Lansing, MI 48917  
(517) 321-7502  
(517) 321-7508 FAX**

The Administrative Manager keeps the records of the Plan and is responsible for its day-to-day operations. The Administrative Manager will also answer any questions you may have about the Plan.

## **2.3. Plan Trustee Information.**

Your Plan is administered by the Trustees. The Union Trustees are appointed by the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Upper Peninsula Plumbers, Pipefitters, and HVAC/R Local 111. The Employer Trustees are appointed by the U.P. Mechanical Contractors Association, Inc., and the Plumbing, Pipefitting and HVAC/R Contractors of the Upper Peninsula of Michigan. The names and the business addresses of the Plan's Trustees are:

**UNION TRUSTEES**

**Mike Hares**  
2601 N. 30<sup>th</sup> Street  
Escanaba, MI 49829

**John K. Asplund**  
524 N. Front St., Apt. 1  
Marquette, MI 49855-3583

**Dean Gutzman**  
119 S. Front Street  
Marquette, MI 49855

**James Monson**  
4021 D Road  
Bark River, MI 49807

**EMPLOYER TRUSTEES**

**Brad Peterson**  
119 S. Suffolk Street, P.O. Box 160  
Ironwood, MI 49938

**George Cavadeas**  
1717 N. 26<sup>th</sup> Street  
Escanaba, MI 49829

**Dan Melendy**  
2545 Larsen Road  
Green Bay, WI 54307-1767

**Gregory Sudderth**  
17 S. 10<sup>th</sup> Street, P.O. Box 187  
Gladstone, MI 49837

The Trustees' principal place of business is:

**6525 Centurion Drive  
Lansing, MI 48917**

The Plan Trustees have been designated to oversee the Plan's assets on your behalf and to oversee the Plan's administration.

**2.4. Legal Counsel.**

The Trustees have retained the following legal counsel:

**Novara Tesija, P.L.L.C.**  
**2000 Town Center, Suite 2370**  
**Southfield, MI 48075**  
**(248) 354-0380**  
**E-mail address: [nt@novaratesija.com](mailto:nt@novaratesija.com)**

**2.5. Service of Legal Process.**

Service of legal process may be made on any of the Trustees individually, or on the Plan's legal counsel, or at the following address:

**TIC International Corp.**  
**6525 Centurion Drive**  
**Lansing, MI 48917**

**2.6. Termination Insurance.**

The benefits of the Plan are not insured under Title IV of the Employee Retirement Income Security Act of 1974, also called ERISA. Section 4021(b)(1) of ERISA provides that Title IV of

ERISA does not apply to any plan, which is an individual account plan as defined in paragraph (34) of section 3 of ERISA. Since the Plan is defined under ERISA as an “individual account plan”, it is exempt from the requirement that benefits be insured by the Pension Benefit Guaranty Corporation.

### **ARTICLE III**

### **PARTICIPATION AND SERVICE**

• **QUESTION:** *How does this Plan work?*

• **ANSWER:** The Plan has two different components: a defined contribution component and an employee contribution component. For the defined contribution component, your employer will pay such amounts as are specified by your collective bargaining agreement, and that amount is then paid to the Administrative Manager as a contribution to your individual defined contribution account. The money is paid directly to the Administrative Manager by the employers and then placed in your account. The defined contribution account is maintained for you and reflects the amount of all contributions made on your behalf together with all investment earnings (net of operating expenses and any investment losses). When you become eligible for a distribution of benefits under the Plan, the balance in your individual account determines the amount of your benefit at that time.

For the employee contribution component, your employer will withhold from your gross (pretax) wages such amounts as are elected by you (i.e. a payroll deduction), and that amount is then paid to the Administrator as a contribution to your individual employee contribution account. Like the defined contribution component, the withholding is paid directly to the Administrator by the employers and then placed in a separate account. The separate account is maintained for you, and reflects the amount of all contributions made on your behalf, together with all investment earnings (net of operating expenses and any investment losses). When you become eligible for a distribution of benefits under the Plan, the balance in your individual account determines the amount of your benefit at that time.

• **QUESTION:** *Who is eligible to participate in this Plan?*

• **ANSWER:** Any individual covered by the Union's Collective Bargaining Agreement who is employed by a contributing employer is eligible to participate in this Plan. An individual becomes a participant in the Plan on the first day of the following month after any 12 month period or two consecutive Plan Years in which the individual is credited with 500 Hours of Service.

• **QUESTION:** *Is an Hour of Service the same as an Hour of Work?*

• **ANSWER:** No. An Hour of Service is a legal term used to comply with a federal statute. For every 400 Hours of Work that you perform, you will be credited with 500 Hours of Service under the Plan. To avoid confusion, only Hours of Service will be referred to in this SPD, but you should be aware that the two terms are defined separately in the Plan and do not mean the same thing.

• **QUESTION:** *What is the principal advantage of a Plan such as this?*

• **ANSWER:** This Plan provides you with savings for retirement on a tax deferred basis. This means that the contributions made on your behalf are not taxed (with the exception of FICA and FUTA taxes) when they are placed into your account. As a result, you will not pay any income tax on the contributions until you take your money out of the Plan at your retirement, or upon the occurrence of one of the other events which are described in this Summary.

• **QUESTION:** *What is a separation?*

• **ANSWER:** A separation occurs when no Hours of Work are performed and no employer contributions are made on behalf of a Participant during one Plan Year, and the Participant does not engage in any work as a plumber or pipefitter within the geographic jurisdiction of the Union for the same Plan Year.

• **QUESTION:** *What is the effect of a separation?*

• **ANSWER:** Following a separation, you will no longer be considered a "Participant" in the Plan. You will, of course, retain your right to receive your vested account balance upon satisfying the eligibility requirements for the appropriate benefit, as discussed in Article V of this SPD. Also, if you return to work for an employer who contributes to this Plan through a collective bargaining agreement, you will regain your status as a Participant once you become eligible again.

• **QUESTION:** *What is vesting?*

• **ANSWER:** Vesting is generally used to determine what portion of your accrued benefit you are entitled to if you leave the trade early. As a Participant, you are always 100% vested in your accrued benefit.

#### **ARTICLE IV** **CONTRIBUTIONS AND INVESTMENTS**

• **QUESTION:** *How are contributions made to the Plan?*

• **ANSWER:** Your employer is required to contribute to this Plan the amount called for by the Union's Collective Bargaining Agreement. Such contributions are made on a monthly basis, by your employer, directly to the Administrative Manager. All contributions made on your behalf will be deposited into your individual defined contribution account.

You may also enter into a wage savings agreement with your employer, authorizing the employer to withhold a fixed amount or a percentage of the compensation otherwise due, in whole percentages, up to the limit on such deferrals provided in the IRS Code, and to deposit such amounts in your individual employee contribution account. You may authorize your employer to withhold a supplemental amount, up to 100% of your compensation, for one or more pay periods, if you are not contributing at the maximum rate. In no event may your contributions exceed the limits provided in the IRS Code. All contributions made by you will be deposited into your individual account. No employer contributions are allowed for the employee contribution component of the Plan. No Participant is allowed to have elective deferrals made

for the employee contribution component of the Plan, or any other qualified plan maintained by the employer during any taxable year, in excess of the dollar limitation contained in Section 402(g) of the IRS Code in effect for such taxable year, except to the extent permitted under section 3.5 of the EGTRRA amendment to the plan and Section 414(v) of the IRS Code, if applicable.

• **QUESTION:** *How are the Trust Fund's assets invested?*

• **ANSWER:** The Trustees are responsible for selecting the appropriate investment vehicles; (such as stocks, bonds, real estate, etc.) for the investment of the Fund's assets based upon the advice of professional investment consultants. Participants then have the option of choosing the investment vehicles in which their account balances will be invested. If participants do not self-direct their investments, their account balances will be placed in one or more default investment vehicles selected by the Trustees, again, based upon the advice of professional advisors.

• **QUESTION:** *When and how are account balances valued?*

• **ANSWER:** Account balances are valued daily and balanced can be viewed on the internet at [www.wellsfargo.com](http://www.wellsfargo.com). However, a quarterly statement will be prepared for you, showing the additions to and subtractions from your account and the fair-market value of your account as of the last day of the quarter.

• **QUESTION:** *When can I withdraw or rollover funds from my account?*

• **ANSWER:** You may elect, only when you become eligible and apply for benefits in the manner prescribed by the Trustees, to have any portion of your retirement distribution rolled over directly to an eligible retirement plan. You may also elect to make a direct rollover to a non-spouse beneficiary who is a designated beneficiary under the Internal Revenue Code (IRC), provided the rollover is made to an IRA established on behalf of the non-spouse beneficiary that will be treated as an inherited IRA. Such a rollover must also comply with other provisions of the IRC. Participants interested in this type of rollover should contact the Plan Administrator. Please note that you may not rollover funds from another plan into this Plan.

• **QUESTION:** *How can I access my account online?*

• **ANSWER:** You can log in to your account at [www.wellsfargo.com](http://www.wellsfargo.com). If it is your first time accessing your account online, select "Enroll" at the top of the page to get started. If you don't have any other accounts with Wells Fargo, check the box indicating that you do not have an account number. If you have other Wells Fargo accounts that you access online, sign on to your retirement plan account with the same username and password that you use to access your other accounts. Then select your retirement plan name.

If you have questions about how to access or manage your account online, please visit [www.wellsfargo.com](http://www.wellsfargo.com), call Wells Fargo at 1-800-728-3123, or contact the Administrative Manager.

## **ARTICLE V BENEFITS**

• **QUESTION:** *When do I become eligible for benefits from the Plan?*

• **ANSWER:** You are entitled to receive your benefit upon reaching normal retirement age. A normal retirement age benefit is payable on the first day of the month following your attainment of age 65, or at your subsequent retirement date, but no later than April 1<sup>st</sup> of the year following the year in which you reach age 70 ½. If you elect to continue to work past your normal retirement age, you will continue as an active participant. No distribution will be made until your actual retirement date, except as otherwise provided in the Plan.

• **QUESTION:** *Do I have to wait to retire at my normal retirement age?*

• **ANSWER:** No. For example, if you have attained age 55, and have either accumulated five Years of Service or have five thousand (5,000) Hours of Service, you may elect an early retirement benefit. There are also other events which will allow you to receive your accrued benefits prior to your normal retirement date, such as disability or separation from service. Upon meeting the requirements for any such distribution, you are eligible to receive the **vested** value of your accrued benefit in accordance with the settlement provisions of this Article. The following are the events that allow you to receive benefits from this Plan:

<b>Normal Retirement Age:</b>	Age 65.
<b>Early Retirement:</b>	Age 55 (with 500 Hours of Service in each of ten different Plan Years).
<b>Disability:</b>	Totally and permanently disabled.
<b>Separation:</b>	No Hours of Service are performed and no employer contributions are made on your behalf during one Plan Year.
<b>Death:</b>	Participant's death.
<b>Hardship:</b>	For financial hardships permitted by IRS rules and the Plan.

• **QUESTION:** *How is the benefit amount determined?*

• **ANSWER:** The amount of your benefit, regardless of the reason it is payable, will be equal to your accrued individual account balance (your contributions together with any earnings, less any losses and operating expenses) at the time the benefit is paid.

• **QUESTION:** *What payout options are available?*

• **ANSWER:** If you are **married** on your retirement date, your benefit will be paid in the form of a 100%, 75% or 50% Joint and Survivor Annuity, unless you and your spouse waive the Joint and Survivor Annuity and elect, in writing and within 180 days before commencement of benefits, to receive a lump-sum cash payment. A Joint and Survivor Annuity is purchased from an

insurance company with your account balance, and it provides benefits during your and your spouse's combined lifetimes. Both you and your spouse must elect ***not*** to receive the Joint and Survivor Annuity by completing a waiver witnessed by a Plan representative or a notary public in order to receive the lump-sum benefit.

If you are single on the date your benefits commence, you will receive a Single-Life Annuity, payable monthly, unless you elect to receive a Joint and Survivor Annuity or a lump-sum cash payment. To be eligible for either of the annuity benefits, the value of your account must be at least \$5,000.00.

• **QUESTION:** *How are death benefits paid?*

• **ANSWER:** Married Individual. If you die before distribution of your interest commences, the entire interest shall be applied toward the purchase of an annuity for the life of your spouse, unless your spouse elects to receive a lump sum payment. The surviving spouse may elect to have such annuity distributed within a reasonable period after the Participant's death.

Single Individual. If you are not married at the time of your death, your beneficiary may choose either an annuity for the life of the beneficiary or a lump sum. If there is more than one beneficiary, each may make this choice with respect to their share of the account.

• **QUESTION:** *How can I designate a beneficiary for my benefits?*

• **ANSWER:** If you are married at the time of your death, your spouse will automatically be the beneficiary of all benefits due you, unless you elect otherwise, in writing, with your spouse's consent. If you wish to designate a beneficiary other than your spouse, your spouse must consent to waive any right to the death benefit. Such waiver must be witnessed by a Plan representative or a notary public. If you are not married, an election form will have to be executed, designating a beneficiary to receive any death benefits. If no beneficiary is designated, the following classes of successive individuals will be deemed the beneficiary:

- Spouse (if any)
- Children
- Estate

• **QUESTION:** *How are disability benefits paid?*

• **ANSWER:** Disability benefits are paid in a lump sum or annuity form, in the same manner as retirement benefits discussed previously. The amount of any disability benefit will be equal to the amount in your individual account balance on the disability determination date.

• **QUESTION:** *When do I receive my account balance if I terminate my employment?*

• **ANSWER:** If you incur a separation and become entitled to a separation benefit prior to your early retirement age, you will be eligible to receive the vested balance in your account in either lump sum or annuity form.

• **QUESTION:** *When am I eligible for a tax free rollover from my account balance?*

• **ANSWER:** You may elect, only when you become eligible and apply for benefits in the

manner prescribed by the Trustees, to have any portion of your retirement distribution rolled over directly to an eligible retirement plan. You may also elect to make a direct rollover to a non-spouse beneficiary who is a designated beneficiary under the Internal Revenue Code (IRC) provided the rollover is made to an IRA established on behalf of the non-spouse beneficiary that will be treated as an inherited IRA. Such a rollover must also comply with other provisions of the IRC. Participants interested in this type of rollover should contact the Administrator.

• **QUESTION:** *Can I receive any of my account balance if I undergo a financial hardship?*

• **ANSWER:** You may request a withdrawal from your account balance, up to 70% of the combined amount of your defined contribution account and your employee contribution account, in case of a financial hardship. (A participant's money purchase account, which holds employer contributions made prior to January 1, 2008, is not eligible for hardship distributions). The IRS imposes stringent rules on what constitutes a financial hardship and does not allow earnings to be withdrawn for hardship withdrawals, only contributions. "Financial hardships" are immediate and heavy financial needs, which include:

- a. Costs directly related to the purchase (excluding mortgage payments) of your principal residence;
- b. Payments necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence;
- c. Expenses for the repair of casualty damages to your principal residence caused by theft, fire, storm, flood, or similar causes;
- d. Expenses for medical care for you, your spouse, or your dependents;
- e. Payment of tuition and related educational fees for the next 12 months of post-secondary education for you, your spouse, your children, or your dependents; and
- f. Burial or funeral expenses for your parent, spouse, child, sibling, or legal dependent.

If you are seeking a hardship withdrawal from your account, you must file a written request with the Trustees, explaining the nature of the financial hardship, stating the amount needed to meet the financial hardship, and confirming that the hardship cannot be relieved through other means. The Trustees will evaluate your application on the basis of the IRS guidelines.

• **QUESTION:** *How often can I request a withdrawal in the event of a financial hardship?*

• **ANSWER:** No new hardship withdrawals will be permitted within 12 months from the date of a previous hardship withdrawal.

• **QUESTION:** *Is a hardship withdrawal a loan?*

• **ANSWER:** No. It is important to understand that hardship distributions are not part of a loan program and that you will not be permitted to repay the Fund for these withdrawals.

Consequently, you should consult with your tax advisors to be sure you understand the tax implications of taking a hardship withdrawal.

• **QUESTION:** *Can I assign or withdraw my account balance?*

• **ANSWER:** No. Your account balance cannot be assigned, pledged or used as collateral. Moreover, your creditors cannot attach your account balance. Only in case of a divorce, separation or child support proceedings, when a qualified domestic relations order (QDRO) has been issued by a court, can your account balance be assigned. All or part of your account balance (or benefit payments) may be paid over to a spouse, child or dependent in a QDRO.

• **QUESTION:** *What happens with Qualified Domestic Relations Orders?*

• **ANSWER:** In case of any QDRO which requires the Plan to segregate and pay over certain benefits to an alternate payee, the Trustees may make an immediate payment of the QDRO benefit to the alternate payee, notwithstanding the fact that you are not yet eligible for benefits under the Plan. Such payment may be made in lump sum or annuity form, as provided for in the QDRO. The Trustees reserve the right to promulgate such additional procedures for the implementation of the QDRO benefit, as they deem necessary.

## **ARTICLE VI** **CLAIMS FOR BENEFITS**

• **QUESTION:** *How do I apply for benefits under the Plan?*

• **ANSWER:** Benefits will be paid to Participants and their beneficiaries upon the completion of the appropriate forms. All such requests should be made to the Administrative Manager, whose address and telephone number is provided in Article II, Section 2.2 of this SPD.

Your request for benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrative Manager will furnish you with a written notice of this denial. This written notice must be provided to you within a reasonable period of time after the receipt of your claim by the Administrative Manager. For disability benefits, this time period is generally 45 days from receipt of your claim, and for other benefits it is 90 days. These times may be extended by the Trustees if necessary. The written notice must contain the following information:

- a. The specific reason or reasons for any denial;
- b. Specific reference to those Plan provisions on which any denial is based;
- c. A description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and
- d. Appropriate information as to the steps to be taken if you or your beneficiary wishes to submit your claim denial for review and your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal.

- e. A description of the Plan's claim review procedures, the time limits under the procedures and a statement regarding the claimant's rights to bring a civil action under ERISA 502(a) following an adverse benefit determination on appeal;
- f. For disability claims, a copy of the internal rule, guideline, or protocol that was relied upon to make the adverse determination or a statement that such rule was relied upon and that a copy of such rule will be provided free of charge to the claimant upon request.

• **QUESTION:** *What rights do I have if my claim is denied?*

• **ANSWER:** If your claim has been denied, and you wish to submit your claim for review, you must follow the Claims Review Procedure.

- a. Upon the denial of your claim for any benefit provided by the Plan, you may file your request for review, in writing, with the Administrative Manager.
- b. **YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS (180 DAYS FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM.**
- c. You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Administrative Manager.
- d. Your claim for review must be given a full and fair review. If your claim is denied, the Administrative Manager must provide you with written notice of this denial. For appeals filed within 30 days of a regularly scheduled Board of Trustees' meeting, you must be notified of the decision within 5 days after the second meeting following the receipt of your notice of appeal. For appeals filed more than 30 days before a regularly scheduled Board of Trustees' meeting, you must be notified of the decision within 5 days after the next Board of Trustees' meeting. There may be times when this period may be extended. This extension may only be made, however, where there are special circumstances that are communicated to you in writing within the applicable period. If there is an extension, a decision shall be made as soon as possible, but not later than the third meeting after receipt by the Administrative Manager of your claim for review.
- e. The appeals procedure for a disability claim also must provide the following regarding the review process:
  - 1. The review on appeal must not defer to the initial adverse benefit determination and may not be conducted by the individual who made the initial adverse benefit determination nor the subordinate of such individual;
  - 2. In deciding the appeal of any benefit determination that is based in whole or in part on a medical judgment, the plan fiduciary conducting the appeal

must consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;

3. The health care professional engaged with respect to the review of the claim on appeal may not be an individual who was consulted in connection with the initial adverse benefit decision nor the subordinate of such individual; and
  4. Medical or vocational experts whose advice was obtained on behalf of the plan in connection with the claim (even if the advice was not relied upon in the benefit determination) must be identified.
- f. The Trustee's decision on your claim for review shall be communicated to you in writing and shall include specific references to the pertinent Plan provisions on which the decision was based.
  - g. If the determination is adverse, you shall be entitled to receive copies of all documents relevant to the benefit claim and a statement regarding your right to bring a civil action under ERISA Section 502(a).
  - h. For disability claims, a denial following a claim for review must also contain the following information:
    1. If applicable, a copy of the internal rule, guideline or protocol that was relied upon to make the adverse determination or a statement that such rule was relied upon and that a copy of such rule will be provided free of charge to the claimant upon request;
    2. If the adverse determination is based on medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination or a statement that such explanation will be provided free of charge to the claimant upon request; and
    3. The following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

## **ARTICLE VII**

### **ERISA RIGHTS**

• **QUESTION:** *What are my rights under current law?*

• **ANSWER:** 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:

- a. Examine, without charge, at the plan administrator's office and at other specified

locations, such as worksites and union halls, all documents governing the plan, including:

1. Insurance contracts;
  2. Collective bargaining agreements; and
  3. 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.
- b. Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- c. 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.
- d. Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

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

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits 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 or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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

## **ARTICLE VIII** **AMENDMENT AND TERMINATION OF THE PLAN**

• **QUESTION:** *Can the Plan and Trust documents be amended?*

• **ANSWER:** The Trustees have the right to amend the Plan at any time. In no event, however, shall any amendment:

- a. Authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries.
- b. Cause any reduction in the benefit amount credited to you.
- c. Cause any part of your Plan assets to revert to the employer.

• **QUESTION:** *Can the Plan be terminated?*

• **ANSWER:** The Trustees have a limited right to terminate the Plan. Upon termination, all benefits credited to you will become 100% vested. The Trustees may direct that either:

- a. Benefits be distributed to you in one lump-sum payment as soon as practicable, but not later than two years following termination; or
- b. The Trust created by the Plan be continued and benefits be distributed to you or your beneficiaries as if the Plan had not terminated.

**NOTE:** For a more detailed statement of your rights and obligations, you should consult the Plan document.

This document is provided for you by the TRUSTEES OF THE UPPER PENINSULA PLUMBERS' AND PIPEFITTERS' DEFINED CONTRIBUTION FUND.