

**PLUMBERS LOCAL UNION NO. 200
PENSION FUND**

TO OUR MEMBERS:

It is with great pleasure that we present you with this Summary Plan Description explaining the benefits of our Pension Plan amended through January 1, 2009. It is the constant aim of the Trustees of the Plan to establish the finest program of benefits to meet the needs of our members.

The Pension Plan is administered by the Board of Trustees equally representing the Union and the Employers and is financed entirely by the Employers in accordance with the bargaining Agreements now in effect.

Very truly yours,

Employer Trustees:

Robert Ruggiero
John Botto
Dominick D'Elia
Louis Maccarone Sr.

Union Trustees:

Danny Grodotzke
Mario Mattera
Arthur Gipson
Richard Brooks

Fund Administrator

Frank J. Pellegrino

Fund Counsel

Archer, Byington, Glennon & Levine

Auditor

Berdon, LLP

Actuarial Consultant

The Savitz Organization, Inc.

PENSION PLAN OF PLUMBERS LOCAL 200 PENSION FUND

SUMMARY PLAN DESCRIPTION

As in Effective on January 1, 2009

This Summary Plan Description (“SPD”) describes the information contained in the official text of the Plan and sets forth certain rights and protections that Plan Participants are entitled to under the Employee Retirement Income Security Act of 1974 (“ERISA”).

To make reading easier, we have left out legal and technical terms wherever possible. However, it is not intended that this SPD modify or change in any manner the complete official text of the Plan or Trust Agreement upon which this SPD is based. Therefore, in the event of any discrepancies between the SPD and the official text of the Plan and Trust Agreement, the official Plan and/or Trust Agreement will govern.

Complete copies of all Plan documents are available for your inspection, during normal business hours, at the Fund office 2121 5th Avenue, Ronkonkoma, NY 11779, or a copy can be obtained by writing to the Fund Office.

It is our sincere hope that the benefits you will receive from this Plan, together with your Social Security benefits, will enable you to look forward to your retirement years with confidence and assurance.

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1. PLAN YEAR OR FISCAL YEAR:

July 1st of any calendar year through June 30th of the succeeding year.

2. ELIGIBILITY FOR PARTICIPATION:

If you are in the collective bargaining unit represented by Plumbers Local No. 200, or you work for an Employer who has signed a participation agreement with the Trustees, or you are an employee of the Local Union No. 200 and their Fringe Benefit Funds, you will be eligible to participate in the Plan upon your completion of one hour of work in Covered Employment within the 12 consecutive month period following your date of employment. If you do not qualify at that time, you will become a Participant at the beginning of the Plan Year in which you first complete one hour of work in Covered Employment.

Covered Employment is employment during which your Employer is obligated to make contributions to the Fund on your behalf.

3. CREDITING SERVICE FOR EACH PLAN YEAR:

For eligibility and vesting computation purposes, one Year of Service will be granted if you earn at least one hour of service in a Plan Year. For benefit accrual purposes, one Year of Credited Service will be granted if you earn at least one hour of service in Covered Employment in a Plan Year.

4. BREAK IN SERVICE:

If you fail to earn at least one hour of service during a Plan Year, you will have a one-year Break in Service.

If you are absent from work due to pregnancy, the birth or adoption of your child, or due to parental child care which immediately follows such birth or adoption, you will be credited with sufficient hours of service in order to avoid a Break in Service in the Plan Year in which this absence begins. If you have already been credited with more than one hour of service in that Plan Year, you will be credited with sufficient hours of service to avoid a Break in Service in the Plan Year that immediately follows the one in which your maternity or paternity absence begins.

5. CANCELLATION OF YEARS OF SERVICE & YEARS OF CREDITED SERVICE:

If you have a Break in Service and you again become employed, your Years of Service and Years of Credited Service both before and after your Break in Service will be aggregated except if you have less than 5 Years of Service and the number of your consecutive one-year Breaks in Service equals or exceeds 5, in which case you will be

deemed newly employed for all purposes and your prior Years of Service and Years of Credited Service will be cancelled.

6. VESTING AND DEFERRED PENSION BENEFIT:

If you have at least 5 Years of Service, your Years of Service and Years of Credited Service cannot be cancelled and you will have a vested interest in 100% of your accrued monthly benefit. If you are vested and do not earn one hour of service in each of two successive Plan Years, you will be on Deferred Pension Status and your Accrued Benefit shall be determined as of the beginning of the first Plan Year in which you did not earn one (1) hour of service, based on the Plan then in effect. However, if your failure to earn a Year of Service is because of lack of employment in the area covered by the Plan and you were available for work, the Trustees, in their discretion, may grant you a grace period of up to 3 additional Years of Service before you are deemed to be on Deferred Pension Status.

If you are eligible for a Deferred Pension Benefit it will be payable at your Early or Normal Retirement Age.

It is important to know that, if you become disabled while on Deferred Pension Status, you will not be eligible for a Disability Pension Benefit.

7. PENSION BENEFITS:

The following types of benefits are provided to Participants and/or their beneficiaries under the Plan:

- Normal Pension Benefit
- Early Pension Benefit
- Disability Pension Benefit
- Deferred Pension Benefit

The vested Pension Benefit to which you are entitled at retirement will depend on the amount of your monthly Accrued Benefit, and the type of Pension Benefit you elect.

8. MONTHLY ACCRUED BENEFIT:

The Plan provides a formula under which you earn a benefit. Under the current formula, your monthly Accrued Benefit payable at your Normal Retirement Date will be equal to the result obtained by adding (i), (ii), (iii), and (iv) where:

- (i) Equals the benefit that you accrued, if any, through March 31, 1993 that was calculated in accordance with the Pension Plans of Local 457 and Local 775 as their terms were in effect as of that date;
- (ii) Equals 3.25% times Employer Contributions (excluding any

supplemental contributions) required to be credited to your account from April 1, 1993 through December 31, 2007 whether or not actually collected by the Fund;

- (iii) Equals 1.25% times Employer Contributions (excluding any supplemental contributions) required to be credited to your account from January 1, 2008 to your date of retirement whether or not actually collected by the Fund; and
- (iv) Equals \$5.00 times the Participant's Years of Credited Service through December 31, 2007*.

* If a Participant had two consecutive one-year Breaks in Service prior to 1998, his benefit under (iv) is determined based only on the number of Years of Service earned after the last two year break. After 1998, Breaks in Service will no longer be taken into consideration.

The following examples show how an Accrued Benefit is calculated:

Example 1: Assume that under the Local 457 Pension Plan you had 28 years of service through March 31, 1993 and \$21, 576.00 of Employer contributions under the Local 200 Plan from April 1, 1993 to December 31, 2007 and \$3,200.00 of Employer contributions from January 1, 2008 through your date of retirement on December 31, 2008. Your monthly accrued benefit would be calculated as follows:

- (i) 28 years of service to March 31, 1993:

$$28 \text{ years} \times \$22.00 = \$ 616.00$$

- (ii) Employer Contributions from April 1, 1993 to December 31, 2007:

$$\$21,576 \times 3.25\% = 701.22$$

- (iii) 42 years of service through 2007:

$$42 \text{ years} \times \$5.00 = 210.00$$

- (iv) Employer Contributions from January 1, 2008 to December 31, 2008:

$$\$3,200 \times 1.25\% = \underline{40.00}$$

Total Monthly Accrued Benefit (Payable at Normal Retirement): \$ 1,567.22

Example 2: Assume that under the Local 775 Pension Plan you had 300 tenths of service (12 years) through 1977, \$20,000.00 of Employer contributions through March 31, 1993 (16 years) and \$21,576.00 of Employer contributions under the Local 200 Plan from April 1, 1993 to December 31, 2007 plus \$3,200.00 of Employer contributions from January 1, 2008 through your retirement date of December 31, 2008.

Your monthly Accrued Benefit would be calculated as follows:

(i)(a) 300 tenths of service to December 31, 1977:

$$300 \text{ tenths} \times \$0.40 = \$ 120.00$$

(b) Employer Contributions from January 1, 1978 to March 31 1993:

$$\$20,000.00 \times 2.75\% = 550.00$$

(ii) Employer Contributions from April 1, 1993 to December 31, 2007:

$$\$21,576 \times 3.25\% = 701.22$$

(iii) 42 years of service through 2007:

$$42 \text{ years} \times \$5.00 = 210.00$$

(iv) Employer Contributions from January 1, 2008 to December 31, 2008:

$$\$3,200 \times 1.25\% = \underline{40.00}$$

Total Monthly Accrued Benefit (Payable at Normal Retirement Date): \$1,621.22

9. ELIGIBILITY FOR A NORMAL PENSION BENEFIT:

You can receive a Normal Pension Benefit if you retire on or after your Normal Retirement Age (the later of age 65 or your fifth anniversary of joining the Plan), provided you have completed at least 5 Years of Service. Your Normal Pension Benefit will be equal to your Accrued Benefit described in Section 8 above.

10. ELIGIBILITY FOR AN EARLY PENSION BENEFIT:

You can receive an Early Pension Benefit if you retire on or after the date you:

- complete at least ten (10) Years of Service, provided you are age 60 or older, or
- complete at least 20 Years of Service, provided you are at least age 55.

Your Early Pension Benefit will be calculated according to the Normal Pension Benefit formula described above, but it will be reduced by 1/8% for each month between ages 62 and 60 that your Early Pension Benefit precedes your Normal Retirement Date and 1/4% for each month between ages 55 and 60 that your Early Pension Benefit precedes your Normal Retirement Date. This reduction is taken to reflect the fact you will be receiving payments over a longer period of time than if the payments had started at your Normal Pension Date.

11. ELIGIBILITY FOR A DISABILITY PENSION BENEFIT:

To be eligible for a Disability Pension Benefit, you must meet each of the following requirements:

- you must have completed at least 5 Years of Service and have not attained age 65,
- you must qualify for a disability pension under the Federal Social Security Law, and
- you must have worked in Covered Employment for at least 60 days in the calendar year in which your disability occurred or in the prior calendar year.

Your Disability Pension Benefit will be equal to your Accrued Benefit described in Section 8 above, without adjustment for early commencement.

Your Disability Pension Benefit will begin with the first of the month in which you become entitled to disability benefits under Federal Social Security Law and it will end with the month of your death or the termination of your eligibility for Social Security disability benefits. The Trustees may require evidence of continuous entitlement to Social Security disability benefits. Your failure to submit the required evidence will be sufficient reason to deny your application for a Disability Pension Benefit or to suspend or discontinue your Disability Pension Benefit.

12. FORMS OF PENSION BENEFIT PAYMENT:

There are two normal forms of benefit payments. The one which applies to you depends on your marital status when the payment of your retirement benefit commences (your “Annuity Starting Date”).

If you are single at your Annuity Starting Date or if you were not married throughout the one-year period preceding your Annuity Starting Date, your Pension Benefit automatically will be paid in the form of a Three-Year Certain Life Annuity. Under this form of payment, you receive monthly benefits during your lifetime, and when you die, if you have not received at least 36 monthly payments, the remaining guaranteed monthly payments will be made to your designated beneficiary.

If you were married throughout the one-year period preceding your Annuity Starting Date, your Pension Benefit will automatically be paid in the form of a 50% Qualified Joint and Survivor Annuity. Under this form of payment, you will receive monthly payments equal to the amount you would have received if you were receiving a Three-Year Certain Life Annuity, and at your death, your Pension Benefit will be recalculated under the reduced joint annuity and your surviving spouse will receive 50% of the survivor annuity amount you would have received. Using this method provides you with a subsidized benefit during your lifetime.

In addition to the 50% Joint and Survivor Annuity, you will have the option to elect a 75% Joint and Survivor Annuity or a 100% Joint and Survivor Annuity with your spouse as your beneficiary. Alternatively, with your spouse's consent, you may elect to receive your Pension Benefit in the form of a Three-Year Certain Life Annuity. You will be given an opportunity when you file your retirement application form to make this election.

Here is an example of the calculation of a Joint and Survivor Annuity:

Suppose you retire in 2009 at age 65 and your spouse is 62 and you are eligible for a monthly Normal Pension Benefit of \$1,284.00. If you elected not to take a 50% Joint and Survivor Annuity, your monthly pension would be \$1,284.00 payable for your lifetime, with the first 36 months guaranteed.

If you chose the 50% Joint and Survivor Annuity with your spouse, you would receive a monthly pension of \$1,284.00 during your lifetime. Upon your death, your pension would be reduced to \$1,100.39 and your spouse would receive 50% of \$1,100.39 or \$550.20 monthly, payable for his/her lifetime.

Note: If the lump sum value of your Accrued Benefit is \$1,000 or less at your Annuity Starting Date, your benefit will automatically be paid in a single cash payment rather than in monthly installments.

13. SPOUSE'S DEATH BENEFIT:

If you are married throughout the one-year period preceding your date of death, the Plan provides a Qualified Preretirement Survivor Annuity ("QPSA") in the event you die before retirement and you are eligible for a Deferred Pension Benefit. The QPSA will provide your surviving spouse will a monthly benefit payable for her life.

Your surviving spouse will be entitled to receive a benefit commencing on the later of the date of your death or the first day of the month after you would have reached your earliest retirement age. The amount of this monthly benefit is equal to the amount your spouse would have been entitled to receive under the 50% Qualified Joint and Survivor Annuity computed as if you had (i) terminated employment on the earlier of the date you were last employed in Covered Employment or the day of your death, (ii) survived to your earliest retirement age with a 50% Qualified Joint and Survivor Annuity, and (iii) died on the day after you reached your earliest retirement age.

Your spouse may defer the commencement of this benefit to the date you would have attained your Normal Retirement Age. However, your spouse must complete an application for benefits before payment will be made.

Here is an example of a calculation of a QPSA Benefit:

Assume that you die at age 60 with a surviving spouse, age 57, to whom you were married throughout the one-year period preceding your death, and that your Accrued Benefit at your date of death was \$950.00.

Your Accrued Benefit at date of death;	\$950.00
Reduction for Early Retirement Age 60 (24 months x 1/8 of 1% = 0.03)	\$28.50
Monthly Early Retirement Benefit	\$921.50
Reduction of 50% Joint & Survivor Factor (Participant age 60, spouse age 57)	\$110.58
Monthly Benefit if you retired at date of death and elected to take a 50% Joint and Survivor Annuity with your spouse	\$810.92
Benefit payable to spouse for life: (50% of Participant's benefit)	\$405.46

14. DEATH BENEFIT BEFORE RETIREMENT:

If you are vested and you die before retirement age, your designated Beneficiary will be entitled to receive a Death Benefit equal to your Normal Pension Benefit, calculated as if you were 65 years of age, payable for a period of 36 months. However, if a Spouse's Benefit is payable under Item 12 above, there is no Death Benefit payable.

15. DEATH BENEFIT AFTER RETIREMENT:

If you die prior to receiving 36 monthly Pension Benefit payments, the monthly Pension Benefit payments you were receiving at your date of death will be paid to your designated Beneficiary until the remainder of the 36 guaranteed monthly Pension Benefit payments are made. However, if you elected to receive your Pension Benefit in the form of a Joint and Survivor Annuity with your spouse, there is no Death Benefit payable.

16. MANDATORY PAYMENT OF BENEFITS:

You should be aware that, if you have a vested Accrued Benefit, payment of your Pension Benefit must commence no later than April 1st of the year following the year in which you attain 70 ½ regardless of whether you are employed or not. If you are employed in Covered Service, you may continue to work, in which event your monthly Pension Benefit will be updated each year.

17. HOW TO APPLY FOR A PENSION OR APPEAL A DENIAL:

You should file an application for Normal, Early or Disability Pension Benefit with the Trustees at least ninety (90) days prior to your retirement. The proper form will be provided to you upon request by the Fund Office. You should submit satisfactory proof of the dates of birth of yourself and your spouse, if any, and a copy of your marriage certificate along with your application.

All claims for benefits must be submitted on claims forms made available by the Fund Office. Any claim submitted to the Fund Office must be accompanied by any information or proof requested to process the claim. A claim will not be considered complete unless and until such information or proof is submitted.

What if your claim for benefits is denied?

Your request for Plan 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, you will be provided with a written notification of the Plan's adverse determination. This written notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Fund Office, unless it is determined that special circumstances require an extension of time for processing your claim. If it is determined that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The written notice of any adverse benefit determination will contain the following information:

- the specific reason(s) that your claim is denied;
- reference to specific Plan provisions on which the denial is based;
- a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; and
- a description of the Plan's claims review procedures and the time limits applicable to such procedures, including a statement regarding your right to bring action under Section 502(a) of ERISA following an adverse benefit determination on review.

Review of claim denial

You or your representative have a right to file a written request for review of a claim denial within 60 days after receiving written notification that your claim was denied (or, if applicable, within 60 days after the date on which such denial is considered to have occurred). Your failure to file a written request for a review of a claim denial within the time limit noted in the preceding sentence will constitute a waiver of your right to appeal.

In making decisions on review, the Board of Trustees will have full and exclusive discretionary authority to determine all questions of coverage and eligibility. The Board of Trustees will have the fullest discretion allowed by law: (i) to construe and interpret all Plan provisions, including ambiguous provisions; (ii) to construe and interpret all documents, provisions, rules and regulations, and procedures of the Plan and Trust Agreement; and (iii) to determine all questions of eligibility for benefits. In addition, the Board of Trustees will have full and exclusive discretionary authority to determine and decide all questions of fact as well as the application of the terms of the Plan and the law to the facts. Any such determination or construction made by the Board of Trustees will be binding upon all of the parties and beneficiaries to the maximum extent permitted by law, and shall not be overturned by a court unless it is arbitrary and capricious.

You or your representative may present written statements that explain why you believe your benefit claim should be paid, including documents, records, and other information that is relevant to your claim for benefits. The Board of Trustees will provide you or your representative, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information that is relevant to your claim for benefits. Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination. You have the right to request a hearing before the Board of Trustees, either in person or by telephone conference.

The Board of Trustees will provide you with written notification of the Plan's benefit determination on review. The Board of Trustees must reach a final decision at its next regularly scheduled meeting following receipt of your review request, unless such request is received less than 30 days prior to such meeting, in which case the final decision must be rendered no later than at the second regularly scheduled meeting following receipt of your review request. If special circumstances require a further extension of time for processing, a benefit determination will be rendered no later than the third meeting following the receipt of your review request. If such an extension of time is required because of special circumstances, the Board of Trustees will provide you with a written notification of the extension, describing the special circumstances and the date on which the benefit determination will be made, prior to the commencement of the extension. The Board of Trustees will notify you of the benefit determination as soon as possible, but not later than five (5) days after the benefit determination is made.

In the case of an adverse benefit determination on review, the written notification will set forth:

- the specific reason or reasons that your claim was denied;
- reference to the specific Plan provisions on which the denial is based;
- a statement that you will be provided, upon request and free of charge, reasonable access to, and copies of all documents, records and other information relevant to your claim; and
- a statement regarding your right to bring action under Section 502(a) of ERISA.

The Board of Trustees' decision on review is final and binding on all parties. If you believe your rights have been violated, you may bring an action under Section 502(a) of ERISA. You may not bring action under Section 502(a) of ERISA until you have exhausted the appeals procedures described above or, if earlier, if the Plan substantially fails to comply with the claims procedure rules set forth in Department of Labor Regulation Section 2560.503-1.

18. RE-EMPLOYMENT OF PENSIONERS-SUSPENSION OF BENEFITS:

If you return to work after you have begun to receive Pension Benefits, your Benefit payments may be suspended for the period during which you work. You must notify the Fund Office when you return to work and when you stop working. If you are at least 65 years of age, your Pension Benefits will be suspended only for months in which you work at least 40 hours. If you are under age 65, your Benefits will be suspended if you work one or more hours.

19. ASSIGNMENT OF BENEFITS

Benefits cannot be sold, assigned or pledged to anyone, nor can they be used as security for a loan. Furthermore, they are not subject to attachment or execution under

any judgment or decree of a court or otherwise interfere with your Plan benefits prior to distribution.

There is an exception, however, to this general rule. The Trustees must honor a Qualified Domestic Relations Order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your Plan benefits to your spouse, former spouse, child or other dependent. You may obtain a copy of the Plan's procedures for determining whether a court order is a Qualified Domestic Relations Order, free of charge, by contacting the Fund Office.

20. PLAN ADMINISTRATOR:

The responsibilities of the Plan Administrator are with the Board of Trustees. The Board is charged with carrying out the provisions of the Plan. They reserve the right to construe and interpret the terms and provisions of the Plan. In the discharge of its duties, the Board is aided and advised by legal, actuarial, accounting and investment advisory services, as well as administrative personnel who are responsible for all Plan and Fund records and communications.

The Board of Trustees and/or its duly authorized designee(s) has the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply and interpret the Plan, including this SPD, the Trust Agreement and any other Plan documents, and to decide all matters (including factual matters) arising in connection with the operation or administration of the Plan or Trust, including the sole and absolute discretionary authority to:

- Take all actions and make all decisions (including factual decisions) with respect to the eligibility for, and the amount of, benefits payable under the Plan;
- Formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with the terms of the Plan;
- Decide questions (including legal or factual questions) relating to the calculation and payment of benefits under the Plan;
- Resolve and/or clarify any ambiguities, inconsistencies and omissions (including factual determinations) arising under this SPD, the Plan, the Trust Agreement or other Plan documents;
- Process and approve or deny benefit claims; and
- Determine the standard of proof required in any case.

All determinations and interpretations (including factual determinations) made by the Board of Trustees and/or its duly authorized designee(s) shall be final and binding

upon all Participants, beneficiaries and any other individuals claiming benefits under the Plan.

Any questions pertaining to the Plan should be directed to the Fund Office.

21. AMENDMENT AND TERMINATION OF THE PLAN:

The Board of Trustees reserves the right to amend the Plan. Except for unusual circumstances permitted under applicable law, the rights of Participants, pensioners, and beneficiaries cannot be adversely affected by any amendment.

The Board of Trustees also has the right to terminate the Plan at any time in accordance with the Trust Agreement. If the Plan is terminated, the benefit that you have already accrued will become vested to the extent there are sufficient assets in the Plan to pay them.

22. LOSS OF BENEFITS:

Under certain conditions, your benefit may be denied, reduced or suspended. These conditions include the following:

- If you are no longer an eligible employee, you will be ineligible for further Plan participation. If you transfer to another position with your Employer which is not in Covered Employment or to an affiliate, you will continue to accrue service for vesting, provided your Employer is required to contribute to the Plan for other Participants during that same period of service. You may not receive your benefit from this Plan until you are no longer employed under the conditions described in the section of this SPD called "Reemployment of Pensioners-Suspension Benefit."
- If your Covered Employment terminates by resignation, discharge, or death before you have completed five (5) Years of Service, your Pension benefit will be forfeited, subject to your rehire, as more fully described in the section of this SPD called "Cancellation of Years of Service & Years of Credited."
- The Plan may be terminated before sufficient assets have been accumulated in the trust fund to pay your benefit. In this case you may be protected (in full or in part) by the Pension Benefit Guaranty Corporation (See the section of this SPD called "Pension Benefit Guaranty Corporation").
- The Trustees may amend the Plan to reduce accrued benefits. This may be done only with the permission of the federal government to avoid serious economic hardship to the Contributing Employers. The Trustees have no present intention to take such action, but we are required by law to inform you of the possibility.
- Federal law permits payment of all or a portion of your benefit to another person, provided such payment is made to comply with a "qualified domestic relations

order” (“QDRO”) relating to child support, alimony, or marital property rights payments.

- If you do not provide the Trustees with your most recent address and you cannot be located, the Trustees may be unable to distribute your benefit to you.
- If you fail to make proper application for your retirement benefit or fail to provide necessary information, the Trustees may be unable to distribute your benefit to you.
- If you leave employment and begin to receive a retirement benefit from the Plan before you reach your Normal Retirement Date, your payments may be reduced to account for early payment.
- See the section of this SPD called “Cancellation of Years of Service & Years of Credited Service” to determine if your reemployment or your continued employment after your Normal Retirement Date may cause your retirement benefit payments to be suspended.
- If you receive benefits to which you are not entitled, you must repay the Plan for any such overpayments. If you do not repay the Plan, the Trustees may offset the amount you owe to the Plan from any future benefit payments, or if necessary, the Trustees will take all available legal action against you to restore the overpayments to the Plan.

23. PARTICIPANTS’ RIGHTS AND PROTECTIONS UNDER ERISA

As a participant in the Plumbers Local Union No. 200 Pension, 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 and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

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.

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.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age, (the later of age 65 and the 5th anniversary from the time you commenced participation in the plan) 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.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for the 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 benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the material, 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 part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the 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 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.

24. PENSION BENEFIT GUARANTY CORPORATION

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

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

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

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of : (i) the date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

25. GENERAL PLAN INFORMATION:

- **Plan Name and Identification Numbers:**

Plumbers Local Union No. 200 Pension Fund:
Employer Identification Number: 11-3125387;
Plan Number: 001.

- **Name and Address of Union and Employer Associations:**

Local Union No. 200, United Association of Journeymen and Apprentices of the Plumbing & Pipefitting Industry of U.S. & Canada, AFL-CIO located at 2121 5th Avenue, Ronkonkoma, NY 11779, representing the employees.

The Plumbing Contractors Association of Long Island, Inc., located at 816 Deer Park Ave., No. Babylon NY 11703, representing the most significant group of employers.

Participants and beneficiaries may receive from the plan administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan, and if so, the sponsor's address.

- **Type of Plan:**

Defined Benefit Pension Plan.
This Fund is tax exempt Fund and qualified under I.R.S. Code Section 401(a).

- **Operation and Administration:**

The operation and administration of the Plan is the joint responsibility of the Board of Trustees consisting of:

Employers:

Robert Ruggiero
John Botto
Dominick D’Elia
Louis Maccarone, Sr.

Union:

Danny Grodotzke
Richard Brooks
Mario Mattera
Arthur Gipson

Fund Administrator

Frank J. Pellegrino

With offices at 2121 5th Avenue, Ronkonkoma, NY 11779
Telephone: (631) 739-0020

The Trustees listed above are the Plan Administrator and the agent for service of legal process and notices

- **Collective Bargaining Agreements and Contributions:**

Parties to the collective bargaining agreement relating to the Plan are Plumbers Local Union No. 200 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, and the contributing Employers.

The collective bargaining agreement contains a clause providing for the rate of contribution to the Pension Fund and a copy is available for your examination upon written request to the Board of Trustees.

- **Funding Medium:**

Funds contributed by the Employers to the Plan are held in a trust fund, the Plumbers Local Union No. 200 Pension Fund, by the Trustees for the benefit of Plan Participants and beneficiaries. These funds and the income earned from their investment are used exclusively to provide benefits for Participants in the Plan and their beneficiaries, and to pay the costs of maintaining the Plan.