

***PLUMBERS AND GASFITTERS LOCAL UNION NO. 8  
DEFINED CONTRIBUTION PLAN  
SUMMARY PLAN DESCRIPTION***

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***March 1, 2015***

## **ABOUT THIS SUMMARY**

This booklet is your Summary Plan Description of the Plumbers and Gasfitters Local Union No. 8 Defined Contribution Plan. (In this booklet the Trustees of the Plan will be referred to as “we” and “us,” participants as “you” and “yours”.) This booklet is a summary of the major provisions of the Plan and was written to help you understand the Plan and what it can do for you. This summary has 12 Sections. A brief summary of what you will find in each of them is given below:

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## **ENTERING THE PLAN**

***You enter the Plan when an employer starts making contributions for you.***

**ELIGIBILITY REQUIREMENTS.** You are eligible to enter the Plan if:

- You work for an employer that is required to make contributions to the Plan for you under the terms of a collective bargaining agreement or a participation agreement.
- You are an employee or an official of Plumbers Local No. 8 (the "Union") and the Union agrees to make contributions to the Plan for you.
- You are an employee of the Plumbers and Gasfitters Local Union No. 8 Defined Contribution Fund (the "Fund") and the Fund agrees to make contributions to the Plan for you.

***"Employer" includes a signatory to a bargaining agreement, the Union, and the Fund.***

**EMPLOYER.** For purposes of the Plan, an "employer" includes

- An employer who contributes to the Plan pursuant to the terms of a collective bargaining agreement or a participation agreement;
- The Union; and
- The Fund.

***Participation is automatic, you don't have to do anything to enter the Plan.***

On written request, the Plan Administrator will send you a complete list of the employers under the Plan. The Plan Administrator will also tell you, upon written request, whether a particular company, union, or benefit fund is an employer under the Plan. The name and address of the Plan Administrator is listed below in the Section titled **Plan Information**.

**ENTRY DATE.** You enter the Plan on the day an employer begins making contributions for you.

## **CONTRIBUTIONS TO THE PLAN**

***There are Employer, pre-tax Employee, and Rollover Contributions.***

**TYPES.** There are three types of contributions under the Plan:

- Employer Contributions,
- Employee Contributions; and
- Rollover Contributions.

A description of each type of contribution is given below:

***Employer Contributions...***

**EMPLOYER CONTRIBUTIONS.** The amount, if any, employers must contribute for you is fixed under the terms of the applicable collective bargaining agreement.

### **EXAMPLE**

Joe Johnson works for an employer that has agreed under the terms of a collective bargaining agreement to contribute \$1 for each hour that Joe works. If Joe works 1,850 hours for that employer in 2015, the employer will contribute \$1,850 to the Plan for Joe.

***Employee Contributions...***

**EMPLOYEE CONTRIBUTIONS.**

**Contributions are Made on a Pre-Tax Basis.** You may contribute a portion of your pay to the Plan, without paying federal income tax on the amount you contribute. (We call these pre-tax contributions "Employee Contributions.") You will, however, pay tax when you receive benefits from the Plan.

**General Election to Contribute.** In order to make Employee Contributions to the Plan you must make an election on an enrollment form and return it to the Plan Administrator. You may change the level of elective contributions you have chosen twice each year. Such a change will apply as of your employer's first payroll period beginning in January and July, but only if you notify the Plan Administrator of the change no later than the last day of the month immediately preceding the January or July in which the change is to take effect. If you take no action, the election you had in effect previously will continue.

**Election for New Employers.** In addition to an annual election, you may separately elect the level of your elective contributions each time you begin work for a new employer. The Plan Administrator will provide you with an election form for this purpose. The election will take effect as of the first payroll period beginning on or after you begin work for a new

***Employees may contribute up to \$10 per hour.***

employer.

Hourly Contribution Amounts. Under the Plan, you may make Employee Contributions in whole dollars equal to at least \$1 per hour and up to \$10 per hour. If you do not make an affirmative election to contribute, your Employee Contribution level will be \$0.

#### **EXAMPLE**

Susan Smith elects to contribute \$3 an hour to the Plan in the 2015 Plan Year. Susan works 1,500 hours during 2015. Susan's Employee Contribution to the Plan for 2015 will be \$4,500. In addition, Susan's employer will contribute an amount that is fixed under the terms of the applicable collective bargaining agreement.

***Rollover Contributions...***

Tax Code Limits. The Federal Tax Code limits how much you can contribute to the Plan on a pre-tax basis. That limit, which is changed from time to time, is \$18,000 in 2015. In addition, the Federal Tax Code sets forth other limitations, including a ceiling on the amount "highly compensated employees," as defined in the Federal Tax Code, can contribute to the Plan on a pre-tax basis. These rules ensure that the Plan is not operated in a way that favors highly compensated employees. If you are in this group and your Employee Contributions must be limited or reduced, or other limitations apply, we will tell you what steps we will take to accomplish this.

ROLLOVER CONTRIBUTIONS. You may transfer funds to the Plan from another qualified retirement plan or from a "conduit IRA" if certain requirements of the Tax Code are met. These kinds of transfers are "Rollover Contributions." Ask us for the forms you need to complete if you want to make a Rollover Contribution.

***You may be entitled to make and receive contributions following your return from a military leave of absence.***

QUALIFIED MILITARY SERVICE. You have certain rights if you are absent from work on account of "qualified military service" and then timely return to covered employment. "Qualified military service" means service in any of the uniformed services of the United States, so long as you are entitled under the law to reemployment rights with the employer. Qualified military service includes preparation time and time following completion of service within which you may apply for reemployment, recover from an illness or injury incurred in or aggravated by the military service, or both.

***You may be entitled to Employer Contributions if you are absent due to qualified military service.***

Upon your return to covered employment, the obligation to make the required Employer Contribution on your behalf will be allocated among all employers who have an obligation to contribute to the Plan at the time you return from qualified military service in the proportion that each employer's contributions for the immediately preceding Plan Year bears to all such employers' contributions for the immediately preceding Plan Year. Any Employer Contribution due on your behalf must be made by the latest of (a) 90 days after the date of your reemployment, or (b) the date that contributions to the Plan are normally due for the year in which the service was performed.

***You may be entitled to make up Employee Contributions if you are absent due to qualified military service.***

In addition, upon your return to covered employment, you may make Employee Contributions for the period that you were absent from work on account of the qualified military service. You have a limited time in which you may make these contributions. The contributions must be made within the lesser of (a) 3 times the period of military service, or (b) 5 years.

Both Employer and Employee Contributions will be limited to the amount you would have received or could have made if you were not in qualified military service, but were instead still in the employ of an employer.

If you think you may be entitled to contributions for a period of military service, please contact the Plan Administrator to learn about your rights.

## **ACCOUNTS AND INVESTMENT FUNDS**

***Contributions are added to your Plan Accounts.***

ACCOUNTS. There are three kinds of Accounts under the Plan. The contributions employers make for you are added to your Employer Contributions Plan Account. The Employee Contributions you make are added to your Employee Contribution Account. Any rollover contributions you make are maintained in your Rollover Contribution Account. You are always fully vested in each of these Accounts. These are bookkeeping accounts maintained by the Plan. The actual contributions are commingled for investment purposes.

***You can choose how your Accounts are invested.***

INVESTMENT FUNDS. You can invest your Accounts in any of the Investment Funds offered under the Plan. You will receive other information from us describing the Investment Funds offered under the Plan.

***The Trustees are responsible for choosing the Investment Funds.***

CHANGES. The Trustees are responsible for determining the make up of the Investment Funds offered under the Plan. (The names of the Trustees are listed below in the Section titled **Plan Information.**) From time to time the Trustees may change the Investment Funds if they determine that a change would be in the best interests of participants.

The Plan is intended to be an ERISA Section 404(c) Plan. This means you are responsible for any losses that directly result from your investment decisions. We would not be liable to you for those losses, nor would any other Plan fiduciary be liable. The investment decisions are yours to make.

***Gains and losses are allocated to your Accounts.***

INVESTMENT FUND GAINS AND LOSSES. The Plan adds to your Accounts your share of the gains and subtracts your share of the losses and expenses for each Investment Fund in which your Accounts are invested. Your Accounts will be debited for any distribution made from them.

***You will receive a statement of your Accounts each quarter.***

QUARTERLY STATEMENT. After the end of each calendar quarter, the investment manager retained by the Trustees will prepare a statement, which it will send to you, showing the value of your Accounts. That statement will also detail the activity in your Accounts, such as the amount of contributions and earnings added during the quarter.

## **MAKING INVESTMENT ELECTIONS**

***To elect how to invest your Accounts you need to give us an Election Form, which you may update from time to time.***

***You may change your investment election by returning a completed form, by telephone, or by using the Internet.***

**INITIAL ELECTION.** We will give you an Election Form soon after you enter the Plan. If you want to choose how to invest your Accounts, you must return the completed Election Form to us. Your election will be effective on the date it is processed by Wells Fargo, the Plan's recordkeeper.

**IF YOU DO NOT TELL US HOW TO INVEST YOUR ACCOUNTS.** If you do not tell us which Investment Fund or Funds to invest your Accounts in, your Accounts will be invested in the SEI Target Date Collective Fund (based on your age).

**CHANGING YOUR ELECTION.** You can change your Investment Fund elections any time you choose. To do so, you may:

- Ask for a new Election Form and return it to us;
- Contact Wells Fargo's Retirement Service Center directly using its toll free number, which is (800) 728-3123; or
- Log on to Wells Fargo Account Services at [wellsfargo.com](http://wellsfargo.com).

Wells Fargo will provide you with additional information regarding the services that are available using its toll free number and the Internet.



## **HARDSHIP WITHDRAWALS**

***In the event you experience a financial hardship, you may elect to withdraw a portion of your Accounts.***

***A hardship withdrawal will only be made on account of an "immediate and heavy financial need."***

***Amount "necessary to satisfy" your immediate and heavy financial need...***

***The Plan contains administrative rules on hardship withdrawals.***

***Following a hardship withdrawal, your contributions to the Plan will be subject to***

HARDSHIP WITHDRAWALS. Under the circumstances described below, you may withdraw a portion of your Accounts while still in active employment. Such a "hardship withdrawal" must be necessary to satisfy an immediate and heavy financial need, and it may not include any earnings on your Accounts.

IMMEDIATE AND HEAVY FINANCIAL NEED. You may be entitled to a hardship withdrawal before your termination of employment if you experience an immediate and heavy financial need. A withdrawal will be considered to be made on account of an immediate and heavy financial need only if the purpose of the withdrawal is to pay amounts necessary to prevent your eviction from your principal residence or the foreclosure on the mortgage of your principal residence.

AMOUNT NECESSARY TO SATISFY THE NEED. A withdrawal will be considered "necessary to satisfy" an immediate and heavy financial need only if the amount withdrawn is not in excess of the amount of the immediate and heavy financial need, including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the withdrawal.

ADMINISTRATIVE RULES. Hardship withdrawals will be made in accordance with the following provisions:

- The amount of any hardship withdrawal will be limited to the value of your Accounts (excluding any income and other gains attributable to your Employee Contributions), less any previous hardship withdrawals.
- Hardship withdrawals will be made in a single, lump-sum payment.
- The minimum amount of any such withdrawal will be \$500.
- Requests for withdrawals must be made in accordance with procedures established by the Trustees.
- No hardship withdrawals will be made, and no applications for hardship withdrawals will be considered, during any period in which you are participating in a strike against any employer.

SUSPENSION OF EMPLOYEE CONTRIBUTIONS. If you receive a hardship withdrawal, IRS rules will restrict your ability to make Employee Contributions to this Plan (or to any other retirement or deferred compensation plan maintained by the Trustees) for a period of time as

***special limits.***

is determined by the Trustees. Such period of time shall not end before the first payroll period beginning on or after the January 1 or July 1 effective date of the first semi-annual election period that is at least six months after the date you receive the hardship withdrawal.

***Benefits are payable from the Plan if you retire, become disabled, have a 12-month break-in-service or die.***

***Benefits are payable in a lump-sum payment or installments.***

## **BENEFIT PAYMENTS**

**WHEN BENEFITS ARE PAYABLE.** Benefits are payable from the Plan if:

- You retire on or after age 55.
- You become disabled (as defined below).
- You have a “break in service” for a 12-month period (as defined below).
- You die.

This Section describes when and how benefits are paid if they are payable for any reason other than your death. The Section below titled **Death Benefits** describes when and how benefits are paid if you die.

**HOW BENEFITS ARE PAYABLE.**

**Benefits \$5,000 or less.** If the value of your Accounts is \$5,000 or less (determined without including any benefit attributable to Rollover Contributions), your benefits will automatically be paid in a lump sum as soon as reasonably practicable after the date they are payable, if each of the following points are satisfied:

- You have not yet reached age 55, and
- Your employment with an employer did not terminate due to disability.

**Benefits more than \$5,000.** If the value of your Accounts is more than \$5,000, you may elect to receive your benefit in one of the following forms:

- A single, lump-sum payment;
- Quarterly installments, over a period not to exceed 10 years; or
- A partial lump-sum payment of \$1,000 or more, with the remainder to be taken later.

(The Section titled **Requesting Payment of Plan Benefits** explains what you need to do to request your benefits.)

The amount that would be paid as a lump sum would be equal to the value of your Accounts when we liquidate it to pay you.

***Involuntary cash-out distributions of between \$1,001 and \$5,000 may be automatically rolled over to an IRA maintained for your benefit.***

AUTOMATIC ROLLOVERS. If you have a very small account balance in the Plan and you receive an involuntary cash-out distribution of between \$1,001 and \$5,000, and you do not elect to have the distribution paid directly to an IRA or other eligible retirement plan in a direct rollover, or to receive the payment directly in cash, then the distribution will automatically be rolled over to an IRA maintained for your benefit.

The IRA custodian will invest the distribution in an investment product designed to preserve principal and to provide a reasonable rate of return and liquidity. Fees and expenses associated with the IRA will be your responsibility, and will be allocated against your IRA account balance. These fees and expenses will be comparable to those that the IRA custodian charges for other IRAs.

For more information about the Plan's automatic rollover provisions, the IRA custodian and/or the fees and expenses associated with the IRA, contact the Plan Administrator, at (816) 361-0666.

DISABILITY. For purposes of the Plan a person is "disabled" if the person is permanently unable to work as a building trades journeyman or a building trades apprentice because of a mental or physical condition caused by bodily injury, disease or mental disorder. A person will not be deemed to be "disabled" if the disability arose as the result of (a) his having engaged in a felony, (b) alcoholism or addiction to narcotics, (c) a self-inflicted injury while sane or insane, or (d) service in the armed forces of any country. The Plan Administrator will determine disability on the basis of medical evidence. The Plan Administrator may also accept, as sole proof of disability, the determination by the Social Security Administration that you are entitled to a disability insurance benefit under the federal Social Security Act.

12-MONTH BREAK IN SERVICE. You have a break in service for a 12-month period if no employer is required to make contributions on your behalf during the 12-month period that begins on the day immediately following the last day you did any work for which an employer was required to make contributions on your behalf.

***Plan benefits must be paid no later than age 70½ if you are no longer in covered employment.***

SPECIAL RULE AT AGE 70½. If you are not working in covered employment under the Plan when you reach age 70½, payment of benefits from the Plan must be made by the April 1 of the following year. If you are still working in covered employment under the Plan when you reach age 70½ and are not a "five-percent owner" of your employer, benefit payments may not begin until after you have left covered employment.

***There is a deadline  
for making payments.***

LATEST BENEFIT COMMENCEMENT DATE. In any case, payment of benefits will begin not later than the 60th day after the close of the Plan Year in which the latest of the following occurs:

- (a) The date on which you attain age sixty-five (65);
- (b) The 10th anniversary of the year in which you began participation in the Plan; or
- (c) The date you terminate service with your employer.

## **DEATH BENEFITS**

***The Plan has a death benefit for which you can designate a beneficiary.***

***Generally, you must have your spouse's consent to name someone else as the beneficiary.***

***How you can change your beneficiary.***

***Death benefits are paid in a lump sum payment.***

**DEATH BENEFIT.** If you die before you elect when your benefits are to be paid to you, we will pay your benefits to your beneficiary.

**BENEFICIARY DESIGNATION.** If you are not married you can designate the person who will be your beneficiary on a form available from us.

### **If**

- You are married when you die

### **Then**

- Your death benefits will be paid to your spouse

### **However**

- You have the right to name someone other than your spouse as your beneficiary if your spouse consents to that beneficiary designation.

**CHANGING YOUR BENEFICIARY.** The following rules apply if you are married and you or your spouse want to change the person who is designated as the beneficiary of your death benefit:

- You can change your beneficiary designation at any time, however, if you want to name someone other than your spouse as your beneficiary, your spouse must consent to that beneficiary designation.
- If you get divorced and remarried, your second spouse will automatically become the designated beneficiary. If you want to designate a different beneficiary, your second spouse must give his or her consent.
- Once your spouse gives his or her consent to designate a different beneficiary, your spouse cannot revoke that consent unless you agree to change the designated beneficiary.

**PAYMENT OF DEATH BENEFITS.** We will pay your death benefits to your beneficiary in a lump sum payment.

**Benefits \$5,000 or less.** If the value of your Accounts is \$5,000 or less (determined without including any benefit attributable to Rollover Contributions), your death benefit will automatically be paid to your beneficiary in a lump sum as

soon as reasonably practicable after the date it becomes payable.

Benefits more than \$5,000. If the value of your Accounts is more than \$5,000, your beneficiary may elect payment to be made as of the first day of any month following your death.

***Call or write the Plan Administrator when you want to request payment of your Plan benefits.***

***The Plan Administrator will send you a Tax Notice that explains the tax rules.***

## **REQUESTING PAYMENT OF PLAN BENEFITS**

Call or write the Plan Administrator when you want to have your benefits paid (or begin to be paid) so the Plan Administrator can send you:

- A Tax Notice
- The forms you (and your spouse if you are married) need to complete and return to us to request payment of your benefits.

**TAX NOTICE.** The Plan Administrator will give you a Tax Notice before your benefits are paid. The Tax Code requires that we provide this Tax Notice to you before most benefits are paid.

**Explains Tax Rules.** This Tax Notice explains the tax rules that apply to distributions from the Plan. It also tells you that you have the right to elect to have your benefits (1) paid to you, (2) paid in a “direct rollover,” or (3) split between payment to you and payment in a direct rollover.

**Explains Direct Rollover Rules.** If you are an employee, a former employee, a surviving spouse of an employee or a former employee, or an alternate payee who is the former spouse of an employee or former employee, you may elect a “direct rollover” of certain benefits into an individual retirement account (an “IRA”), an individual retirement annuity, a Roth IRA, a tax-sheltered annuity plan, or another eligible retirement plan that you select (but only if that plan agrees to accept such eligible rollover distribution). In addition, if you are an employee’s designated beneficiary and you are not the employee’s surviving spouse or an alternate payee, you may elect a direct rollover of certain benefits to an “inherited IRA.” You may not direct a rollover to more than one entity. If you decide to have part of the amount paid to you and part paid in a direct rollover, the amount of the direct rollover must be at least \$500. Your election as to how your benefits are to be distributed must be in writing on a form available from us.



## CLAIMS AND APPEALS PROCEDURE

***This chart gives you an outline of some key points of the Plan's claims and appeals procedure.***

Claims Procedures			
	Where to File Claims	Notification of Benefit Determination	
Claim that is not a Disability Claim	Plan Administrator United Association of Plumbers Local No. 8 Employee Benefit Funds 8600 Hillcrest Road Suite 1 Kansas City, MO 64138 (816) 361-0666	Not later than 90 days after receipt of the claim by the Plan (may be extended an additional 90 days)	
Disability Claim		Not later than 45 days after receipt of the claim by the Plan (may be extended an additional 60 days)	
Appeals Procedures			
	Where to File Appeals	Filing Deadline	Decision on Appeal
Appeal that is not a Disability Appeal	Plan Administrator United Association of Plumbers Local No. 8 Employee Benefit Funds 8600 Hillcrest Road Suite 1 Kansas City, MO 64138 (816) 361-0666	60 days following receipt of an adverse benefit determination	No later than the first Trustee meeting after receipt of the appeal (may be extended to the third Trustee meeting after receipt of the appeal)
Disability Appeal		180 days following receipt of an adverse benefit determination	

***The Plan Administrator decides the claims.***

***The Plan Administrator will typically notify you of an adverse decision in the case of a claim not later than 90 days after receipt of the claim.***

DECIDING THE CLAIM. A claim is a request for a plan benefit made by a claimant on a form provided by the Plan Administrator. The claimant must mail or deliver the completed and executed form to the Plan Administrator for it to be considered. The Plan Administrator shall decide the claim.

Except in the case of a disability claim, if a claim is wholly or partially denied, the Plan Administrator shall provide the claimant with written or electronic notification of the adverse benefit determination within a reasonable period of time, but not later than 90 days after receipt of the claim by the Plan, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Administrator expects to render the benefit determination.

NOTIFICATION OF THE DECISION. The notification shall set forth, in a manner calculated to be understood by the claimant:

(a) The specific reason or reasons for the adverse determination;

(b) Reference to the specific plan provisions on which the determination is based;

(c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;

(d) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on appeal; and

(e) In the case of an adverse benefit determination of a claim for a disability benefit,

(i) If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol or similar criterion; or a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge to the claimant upon request; or

(ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

Any electronic notification shall comply with the standards imposed by regulations issued by the Department of Labor under ERISA.

***Generally, you will be notified of the Plan Administrator's adverse decision in the case of a disability claim not later than 45 days after receipt of the***

NOTIFICATION FOR DISABILITY CLAIMS. In the case of a claim for disability benefits, the Plan Administrator shall notify the claimant, as provided in the preceding paragraph, of the Plan Administrator's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan Administrator. This period may be extended by the Plan Administrator for up to 30 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters

***claim.***

beyond the control of the Plan Administrator, and notifies the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring an extension of time and the date by which the Plan Administrator expects to render a decision. If, prior to the end of the first 30-day extension period, the Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Plan Administrator notifies the claimant, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan Administrator expects to render a decision. The notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent the decision on the claim, and the additional information needed to resolve those issues. The claimant should be afforded at least 45 days within which to provide the specified information.

***Filing a claim generally triggers the running of periods of time under these procedures.***

TIME FOR DECIDING CLAIMS. For purposes of this Section, the period of time within which a benefit determination is required to be made shall begin at the time a claim is filed in accordance with the procedures set forth above, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event a period of time is extended as permitted by this Section due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

***You may have another person act for you in pursuing a claim or appeal.***

AUTHORIZED REPRESENTATIVE. An authorized representative of the claimant may act on his or her behalf in pursuing a benefit claim or appeal of an adverse benefit determination. The Plan Administrator may require, as a prerequisite to dealing with a representative, that the claimant verify in writing authority of the representative to act on behalf of the claimant.

***Consistency requirements apply.***

CONSISTENCY. The Trustees, the Plan Administrator, or both, shall conduct or have conducted on their behalf periodic reviews to verify that benefit claim determinations are made in accordance with governing Plan documents and that, where appropriate, the Plan's provisions have been applied consistently with respect to similarly-situated claimants.

***You may appeal an adverse benefit determination to the Trustees.***

DECIDING THE APPEAL. A claimant may appeal an adverse benefit determination to the Trustees by mailing or delivering to the Plan Administrator a written notice of appeal. No action at law or in equity shall be brought to recover any benefit under the Plan until the rights to appeal described in this Section have been exercised and the benefits requested in the appeal have been denied in whole or in part. The claimant may submit written comments, documents, records, or other information relating to the claim for benefits to the Plan Administrator. The Plan Administrator shall provide to the claimant, upon request and free of charge, reasonable access to, and copies of,

all documents, records, and other information relevant to the claimant's claim for benefits. Whether a document, record or other information is relevant to a claim for benefits shall be determined in accordance with standards issued by the Department of Labor. The Trustees shall decide the appeal. The Trustees' decision shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The Trustees will not, however, consider a claimant's appeal unless the Plan Administrator receives it within 60 days following receipt by the claimant of a notification of an adverse benefit determination.

DISABILITY APPEALS. In the case of an appeal involving a disability benefit, the Trustees will not consider the appeal unless the Plan Administrator receives it within 180 days (rather than the generally applicable 60 days) after the claimant receives written notification of the denial of his or her claim. The appeal will be considered by the Trustees without deference to the original decision made by the Plan Administrator. In deciding an appeal of any adverse benefit determination involving a disability benefit where the determination is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug or other item is experimental, investigational, or not medically necessary or appropriate, the Trustees shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. In the case of an adverse benefit determination involving a disability claim, the review on appeal shall provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination. Any health care professional engaged for purposes of a consultation under this Section shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

***These rules describe how quickly appeals are to be decided.***

TIME FOR DECIDING APPEALS. The Trustees will decide a claimant's appeal no later than the first meeting following the Plan Administrator's receipt of the appeal, unless the Plan Administrator received the appeal within 30 days prior to that meeting, in which case the Trustees will decide the claimant's appeal no later than the second meeting following receipt of the request for review. If special circumstances require a further extension of time for processing, the Trustees will decide the appeal no later than the third meeting following receipt by the Plan Administrator of the claimant's request for review. If such an extension of time is necessary, the claimant will receive from the Plan Administrator a written notification explaining the special circumstances requiring the extension and the date by which the Trustees will make their decision.

***The Plan Administrator will***

NOTIFICATION OF THE DECISION ON APPEAL. The Plan Administrator shall provide a claimant as soon as possible, but not later than five

***provide you with a written or electronic notification of the decision on your appeal.***

days after the benefit determination is made, with written or electronic notification of the Trustees' decision on appeal. Any electronic notification shall comply with the standards imposed by the Department of Labor by regulations issued under ERISA. In the case of an adverse benefit determination, the notice shall set forth, in a manner calculated to be understood by the claimant:

(a) The specific reason or reasons for the adverse determination;

(b) Reference to the specific Plan provisions on which the benefit determination is based;

(c) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits (whether a document, record or other information is relevant to a claim for benefit shall be determined by reference to regulations issued under ERISA by the Department of Labor);

(d) A statement of the claimant's right to bring an action under Section 502(a) of ERISA;

(e) In the case of claim involving a disability benefit:

(i) If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol or similar criterion; or a statement that such rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol or other criterion will be provided free of charge to the claimant upon request; and

(ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

## **OTHER THINGS YOU SHOULD KNOW**

***You cannot assign or transfer any part of your Plan benefits to satisfy a debt.***

**PROTECTION OF BENEFITS.** You may not assign or transfer any part of your Plan benefits or any interest you may have in the assets of the Plan to satisfy a debt. Furthermore, in no event can your benefits or interest in the assets of the Plan be subject to assignment, garnishment or other legal process, except as may be permitted by law--for example, in the case of payment to children or former spouses under a qualified domestic relations order.

***If you get divorced, a Court may order us to pay part of your Plan benefits to your ex-spouse.***

**DOMESTIC RELATIONS ORDERS.** If you are a party to a divorce, separation, or other domestic relations matter, a court may issue an order telling the Plan to pay your Plan benefits to an ex-spouse or some other person. The Plan will follow such a court order only if it meets certain requirements set forth by federal law and reflected in the Plan's Domestic Relations Orders Procedures. A copy of the Plan's Domestic Relations Order Procedures may be obtained, without charge, from the Plan Administrator. We recommend that you, your spouse, and the attorneys handling the divorce or other domestic relations matter review such procedures before a court issues a domestic relations order.

***Federal tax laws limit the amount of contribution which may be allocated to a participant for any Plan Year.***

**SPECIAL BENEFIT LIMITATIONS.** The Plan contains provisions required under federal tax laws, which set an upper limit on the amount of contributions that may be earned by any one participant during any Plan Year. Benefits earned under the Plan are unlikely ever to reach this limit, but participants who are concerned about this issue should refer to the Plan document for a detailed explanation of these rules.

***Special rules apply if the Plan becomes top-heavy.***

**TOP-HEAVY RULES.** The Plan contains special rules that would apply if the Plan were ever to become "top-heavy." Such an event is highly unlikely in this collectively-bargained Plan. If the Plan does become top-heavy with respect to your employer, the special top-heavy rules would not apply to you if you are a member of a unit of employees covered under a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining.

Generally, the Plan is top-heavy if more than 60% of certain of its assets benefit key officers and owners of an employer. If it is top-heavy you may be entitled to have a minimum contribution made to your account. If an employer also has a pension plan providing specified benefits on retirement, you may not be entitled to receive this minimum benefit. Refer to the Plan document for a detailed explanation of these rules.

***We have the right to change the Plan or terminate it at any time.***

AMENDMENT AND TERMINATION OF THE PLAN. We intend to continue the Plan indefinitely; however, we reserve the right to terminate it or amend it at any time. Upon termination of the Plan, after payment of all expenses and proportional adjustments of accounts of participants to reflect such expenses, the Fund's income, gains or losses, and allocation of any previously unallocated funds to the date of termination, participants and beneficiaries shall be entitled to receive the amounts then credited to their respective Accounts. The Board of Trustees, in their sole discretion, may make payment of such amounts in cash or in kind.

***Employee Retirement  
Income Security Act  
of 1974***

**YOUR RIGHTS UNDER ERISA**

As a participant in the Plan you are entitled to certain rights and protections under ERISA. The Plan is subject to the eligibility, vesting, fiduciary, and reporting and disclosure requirements of ERISA, but not to the minimum funding requirements. ERISA Section 4021(b)(1) specifically exempts the Plan from coverage under "Title IV Plan Termination Insurance", and no contributions have been made or will be made for such insurance protection by your employer. ERISA provides that all 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 Employee Benefits Security 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 Plan 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 payments from the Plan and if so, what your benefits would be if you stop working under the Plan now. If you do not have a right to payments, the statement will tell you how many more years you have to work to get such a right. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

**PRUDENT ACTIONS BY PLAN FIDUCIARIES.** In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 Plan benefit or exercising your rights under ERISA.



ENFORCE YOUR RIGHTS. If your claim for a Plan 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 Plan 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. (No action at law or in equity shall be brought to recover any benefit under the Plan until the rights to appeal described in the Section titled **Claims and Appeals Procedure** have been exercised and the benefits requested in the appeal have been denied in whole or in part.) 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.

## **PLAN INFORMATION**

<b><i>Plan Name and trust.</i></b>	The name of this Plan is the Plumbers and Gasfitters Local Union No. 8 Defined Contribution Plan. The Plan's IRS identification number is 001. The assets of the Plan are held in a trust.
<b><i>Collective Bargaining Agreement.</i></b>	The Plan is maintained pursuant to one or more collective bargaining agreements. On written request, the Plan Administrator will send you a copy of the agreement that covers you. You may also request information as to whether a particular employer is required to contribute to the Plan, and if so, that employer's address.
<b><i>Name of Joint Board of Trustees.</i></b>	Plumbers and Gasfitters Local Union No. 8 Defined Contribution Fund 8600 Hillcrest Road, Suite 1 Kansas City, Missouri 64138-2781 (816) 361-0666 EIN#: 43-1869060
<b><i>Type of Plan.</i></b>	The Plan is technically known as a "profit sharing plan" with a 401(k) feature. The benefits provided by the Plan are not covered by the termination insurance of the Pension Benefit Guaranty Corporation because that kind of insurance is not available to profit sharing plans.
<b><i>Type of Plan Administration.</i></b>	The Plan is administered by the Plan Administrator.
<b><i>Plan Administrator.</i></b>	Ms. Lisa Ogrizovich United Association of Plumbers Local No. 8 Employee Benefit Funds 8600 Hillcrest Road, Suite 1 Kansas City, MO 64138
<b><i>Investment Manager.</i></b>	SEI 1 Freedom Valley Drive Oaks, PA 19456 (877) 345-4181
<b><i>Recordkeeper.</i></b>	Wells Fargo Institutional Retirement & Trust 150 First Avenue NE Cedar Rapids, IA 52401 (319) 286-1832

***Service of Legal Process.***

Service of legal process can be served on the Plan Administrator at the address shown above, or on any of the Trustees at the address for the Joint Board of Trustees.

***Trustees.***

The following persons serve as Trustees of the Plan:

**Union Trustees**

Mr. Ronald D. Cole  
14207 Mt. Olivet Road  
Smithville, MO 64089

Mr. Fred Jonas  
Vice President  
Plumbers Local No. 8  
15211 E. Mayes Road  
Independence, MO 64050

Mr. Charles B. Tarpley  
Business Manager/  
Financial Secretary Treasurer  
Plumbers Local No. 8  
8600 Hillcrest Road, Suite 2  
Kansas City, MO 64138

**Employer Trustees**

Mr. Kollin Knox  
President  
P1 Group, Inc.  
16210 W. 108<sup>th</sup> Street  
Lenexa, KS 66219

Mr. Robert A. Looman  
Executive Director  
Mechanical Contractors Assn of  
Kansas City  
10955 Lowell, Suite 1050  
Overland Park, KS 66210

Mr. Greg Stanger  
President  
Stanger Inc.  
4911 Elmwood Avenue  
Kansas City, MO 64130

***Plan Records.***

Plan records are kept on a calendar year basis.

This description of the  
Plumbers and Gasfitters Local Union No. 8 Defined Contribution Plan  
is a summary of the Plan as amended through March 1, 2015.  
It is not intended to take the place of the Plan  
document. In case of conflict between this summary and the Plan document, the Plan  
document will govern.