

**SUMMARY PLAN DESCRIPTION**

**FOR THE**

**SOUTHWEST ASBESTOS**  
**WORKERS PENSION PLAN**

(Published January 1, 2010)

SOUTHWEST ASBESTOS WORKERS PENSION PLAN

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## **SUMMARY PLAN DESCRIPTION**

The Trustees of the International Association of Heat and Frost Insulators and Asbestos Workers Union Local No. 94 Pension Fund have established the Southwest Asbestos Workers Pension Plan to supplement your income upon retirement. In addition to the retirement benefits, the Plan may provide benefits in the event of your death, your disability, or your termination of Covered Employment prior to Normal Retirement Age.

If after reading this summary you have any questions, please ask the Plan Administrator. We emphasize this summary is a highlight of the more important provisions of the Plan.

If there is a conflict between a statement in this summary description and the Plan, the terms of the Plan control.

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

The name of the Plan is the SOUTHWEST ASBESTOS WORKERS PENSION PLAN.

**2. What is the name and address of the joint board of trustees that sponsors the Plan?**

Trustees of the International Association of Heat and Frost Insulators and Asbestos Workers Union Local No. 94 Pension Fund  
716 SE 79<sup>th</sup> Street  
Oklahoma City, OK 73149  
(405) 632-6767

The Trustees of the International Association of Heat and Frost Insulators and Asbestos Workers Union Local No. 94 Pension Fund are referred to herein as the “Trustees.”

A complete list of the employers and employee organizations sponsoring the plan may be obtained by participants and beneficiaries upon written request to the plan administrator, and is available for examination by participants and beneficiaries, as required by Department of Labor Regulation §§ 2520.104b-1 and 2520.104b-30.

**3. What is the employer identification number (EIN) assigned by the Internal Revenue Service to the plan sponsor and the plan number assigned by the plan sponsor?**

The employer identification number for the Local No. 94 of the International Association of Heat and Frost Insulators and Asbestos Workers Union is 73-158924.

The Trustees have assigned 001 as the Plan identification number.

The Plan Year for the Plan is the period on which the Plan maintains its records: January 1 through December 31.

**4. What type of plan is this?**

The Plan is a defined benefit pension plan. Under this type of plan, a Member who retires after reaching their Normal Retirement Date will receive a retirement pension.

The Trustees will hold all amounts any employer contributes to the Plan in a trust fund. The Trustees will maintain the trust fund records on a Plan Year basis.

**5. How is the Plan administered and who is the Plan Administrator?**

The Plan is administered by the Trustees, who serve as the Plan Administrator.

The business address and telephone number of the Trustees is:

716 SE 79<sup>th</sup> Street  
Oklahoma City, OK 73149  
(405) 632-6767

**6. What is the name and address of the person that has been designated as the agent for service of legal process?**

The name of the person designated as agent for service of legal process and the address where a processor may service legal process upon the Plan is:

Jimmy Fish  
Local No. 94 of the International Association of Heat and Frost  
Insulators and Asbestos Workers Union  
716 SE 79<sup>th</sup> Street  
Oklahoma City, OK 73149

Service of legal process may also be made upon the Trustees, who collectively serve as both the Trustees of the Plan's Trust and as the Plan Administrator for the Plan.

**7. What is the name, title and address of the principal place of business of each trustee of the plan?**

David Neely III  
Chairman of Board  
Union Trustee  
716 SE 79<sup>th</sup> Street  
Oklahoma City, OK 73149

Tim Leftwich  
Co-Chairman of Board  
Employer Trustee  
38 NE 48<sup>th</sup>  
Oklahoma City, OK 73105

Ronald Hicks  
Union Trustee  
716 SE 79<sup>th</sup> Street  
Oklahoma City, OK 73149

Denton Riddle  
Union Trustee  
716 SE 79<sup>th</sup> Street  
Oklahoma City, OK 73149

Jeff Linihan  
Employer Trustee  
2932 Ashcroft Drive  
Edmond, OK 73034

**8. Is the Plan maintained pursuant to a collective-bargaining agreement?**

Yes. The Plan is maintained pursuant to a collective-bargaining agreement between the Associated Insulation Contractors of Oklahoma City, Inc. and the Local #94 of the International Association of Heat and Frost Insulators and Asbestos Workers Union.

A copy of the collective-bargaining agreement may be obtained by participants and beneficiaries upon written request to the Plan Administrator (i.e., the Trustees), and is available for examination by participants and beneficiaries, as required by Department of Labor Regulations §§ 2520.104b-1 and 2520.104b-30.

**9. What are the Plan's requirements regarding eligibility for participation and for benefits?**

You will become a Member (a Participant in the Plan) on the first day of the month coinciding with or next following the date you enter Covered Employment. "Covered Employment" is employment with Employers in categories of work for which contributions are made to the Plan. If you terminate Covered Employment after becoming a Member in the Plan and later return to Covered Employment, you will re-enter the Plan on your re-employment date.

For each Plan Year, the employer must contribute to the Trust an amount that the Plan's actuary determines is necessary to fund retirement benefits under the Plan.

**10. What is the Plan's normal retirement age?** "Normal Retirement Age" is determined as follows:

- (a) For a Participant who has no Service on or after January 1, 1988, age 65, or if later, the age of the Participant on the tenth anniversary of the date he became a Participant in the Plan.
- (b) For a Participant who has Service on or after January 1, 1988, age 65, or if later, the age of the Participant on the fifth anniversary of the date he became a Participant in the Plan.

**11. When am I eligible to receive benefits, and how much will I receive?**

**A. Normal Retirement**

You are generally eligible to receive your vested Accrued Benefit on your "Normal Retirement Date," which is the first day of the month coinciding with or next following the date you attain Normal Retirement Age. You do not have to begin payments at your Normal Retirement Date. You might be able to begin benefit payments before your Normal Retirement Date on your Early Retirement Date, or after your Normal Retirement Date on your Late Retirement Date, as described in subparagraphs 11(B) and 11(C) below.

The monthly amount of retirement benefit to be paid to you on your Normal Retirement Date will equal the sum of your benefit credits determined as follows:

- ***Amount of Benefit Credited Prior to January 1, 1983:***
  - 1. Each year of Credited Past Service shall be multiplied by \$3.75. Credited Past Service is each year from the later of January 1, 1950 or the date your Membership book is effective to January 1, 1965; provided you were employed for at least 1,400 hours between January 1, 1965 and December 31, 1966.
  - 2. If you had employer contributions paid on your behalf on at least 350 hours for the period beginning January 1, 1973 and ending December 31, 1973, or if you had employer contributions paid on your behalf for 1,400 hours during the period beginning January 1, 1973, and ending December 31, 1974, each year of Credited Contributory Service earned subsequent to January 1, 1965 shall be multiplied by \$10.00. Thereafter, each year of Credited Contributory Service shall be determined in the same manner.
  - 3. With respect to the hours as specified in paragraph (2) above, the following schedule will determine the amount paid for your earned Contributory Service Credits:
    - (i) For Members who had employer contributions paid in their behalf on at least 350 hours for the period between January 1, 1974 and December 31, 1974, each year of Credited Contributory Service earned subsequent to

January 1, 1965 shall be multiplied by \$16.75 unless superseded by subparagraph (ii) below.

- (ii) For Members who had employer contributions paid in their behalf on at least 350 hours for any calendar year during the period between January 1, 1975 and December 31, 1977, each year of Credited Contributory Service earned subsequent to January 1, 1965 shall be multiplied by \$20.00 unless superseded by subparagraph (iii) below.
- (iii) For Members who had employer contributions paid in their behalf on at least 350 hours for any calendar year during the period between January 1, 1978 and December 31, 1982, each year of Credited Contributory Service earned subsequent to January 1, 1965 shall be –multiplied by \$30.00.

Credited Contributory Service for an Active or Late Retired Member in the Eligible Class at any time during a Plan Year beginning on or after January 1, 1965, but prior to January 1, 1983 is as follows:

Hours of Service for which required Payments are made between January 1 and December 31	Credited Contributory Service
1,400 or more	1
1,050 but less than 1,400	$\frac{3}{4}$
700 but less than 1,050	$\frac{1}{2}$
350 but less than 700	$\frac{1}{4}$
Less than 350	0

- ***Amount of Benefit Credited on and after January 1, 1983, but prior to January 1, 1993:***

During each Plan Year on and after January 1, 1983, but prior to January 1, 1993, you will accrue a monthly benefit equal to \$4.21 times the factor determined in the table below:

Hours Worked	Factor
2,000 or more	20
1,900 through 1,999	19.0 through 19.99
1,800 through 1,899	18.0 through 18.99
1,700 through 1,799	17.00 through 17.99
1,600 through 1,699	16.0 through 16.99
1,500 through 1,599	15.0 through 15.99
1,400 through 1,499	14.0 through 14.99
1,300 through 1,399	13.0 through 13.99
1,200 through 1,299	12.0 through 12.99
1,100 through 1,199	11.0 through 11.99
1,000 through 1,099	10.0 through 10.99
900 through 999	9.0 through 9.99
800 through 899	8.0 through 8.99
700 through 799	7.0 through 7.99
600 through 699	6.0 through 6.99
500 through 599	5.0 through 5.99
400 through 499	4.0 through 4.99
350 through 399	3.5 through 3.99
Less than 350	0

- ***Amount of Benefit Credited on and after January 1, 1993:***

During each Plan Year on and after January 1, 1993, but prior to January 1, 2005, you will accrue a monthly benefit equal to \$5.00 times the factor determined in the above table under “Amount of Benefit Credited on and after January 1, 1983, but prior to January 1, 1993.”

For the Plan Year beginning on and after January 1, 2005, you will accrue a monthly benefit equal to \$3.80 times the factor determined in the above table under “Amount of Benefit Credited on and after January 1, 1983, but prior to January 1, 1993.”

**B. Early Retirement**

You reach Early Retirement Age when you attain age 50 and complete at least ten (10) Plan Years in which you have completed 1,000 Hours of Service. Your Early Retirement Date is then the first day of the month after you have reached your Early Retirement Age, but before you have reached your Normal Retirement Date.

A retirement benefit will be provided for a Member who retires from Service on an Early Retirement Date. In the event of Early Retirement, the yearly amount of your benefit in the Normal Form will equal your benefit credits for Service up to your Early Retirement Date, reduced by 1/4 of 1% for each month the Early Retirement Date precedes the attainment of age 60. Notwithstanding the above, the yearly amount of benefit shall not be reduced if either item (a) or item (b) has been met:



- (a) attainment of age 60 and completion of ten (10) years as a Plan Member,
- (b) completion of thirty (30) Years of Service, as defined for vesting purposes.

For the purposes of determining a year as a Plan Member is any Plan Year in which the Member completes 1,000 Hours of Service.

### **C. Late Retirement**

A retirement benefit will be provided for you if you have at least one Hour of Service in Covered Employment on or after the first day of the Plan Year beginning in 1988 and you retire on your Late Retirement Date.

A “Late Retired Member” is a former Active Member who remains in Service in Covered Employment after he has reached his Normal Retirement Date.

Correspondingly, a Member’s “Late Retirement Date” is the first day of the month coinciding with or next following the earlier of:

- (a) his retirement from Service; or
- (b) first day of the Plan Year beginning within the calendar year during which the Participant reaches the later of age 70½ or the date on which his Vested Percentage exceeds 0%, subject to the following exceptions:
  - (1) with respect to a Participant who reached age 70½ before January 1, 1988, the April 1st following his retirement from Service;
  - (2) a Participant who made a distribution election prior to 1984 under the transitional rules of the Tax Equity and Fiscal Responsibility Act of 1982 may continue to rely on the option selected;
  - (3) such later date as may be prescribed pursuant to legislation enacted after January 1, 1991, amending Section 401(a)(9) of the Code, or pursuant to any current or subsequently issued regulations issued under Section 401(a)(9);
  - (4) notwithstanding anything in this definition of “Late Retirement Date” to the contrary, except as otherwise provided in item (b)(2) of this definition, a 5% owner will have a Late Retirement Date no later than the first day of the Plan Year beginning on or after 1984 during which he reaches age 70½.

The monthly amount of the retirement benefit, payable in the Normal Form under the Plan, will equal the amount you accrued using your benefit credits to your Late Retirement Date.

Payment of benefits will be suspended in accordance with Department of Labor Regulation 2530.203-3 for the period between your Normal Retirement Date and your Late Retirement Date.

If you have no Service in Covered Employment after the first day of the Plan Year beginning in 1988, your benefit will be calculated in accordance with the provisions of the Plan in effect on the date you terminated such Service.

You may accrue additional amounts of retirement benefit for Service in Covered Employment after your Late Retirement Date. A benefit commencing after Normal Retirement Date is the Actuarial Equivalent of your retirement benefit payable as of the later of Normal Retirement Date or the last day of the prior Plan Year. You continue to accrue benefits after your Normal Retirement Date if your retirement benefit would increase because of additional Service Credits. Your retirement benefit as of the end of each Year following your Normal Retirement Date is the greater of (1) the retirement benefit determined under the Plan, taking into account Service Credits credited after your Normal Retirement Date; or (2) the retirement benefits determined as of the later of your Normal Retirement Date or the end of the prior Plan Year, actuarially adjusted for late retirement. The additional accrual requirement described in (1) applies to any Plan Year beginning after December 31, 1987. With respect to such Plan Years, your retirement benefit is determined with respect to Service Credits earned since your Normal Retirement Date, even if earned for a Plan Year beginning prior to January 1, 1988, except for Years earned prior to your initial date of participation in the Plan.

## 12. What are the Plan's provisions with respect to vesting and credited service?

When the Plan pays your benefits, you will receive only your Vested Accrued Benefit. Your Vested Accrued Benefit is the portion of your Accrued Benefit in which you have earned a vested right (ownership) under the Plan's vesting schedule on the date you leave Covered Employment. The Plan uses the following vesting schedule for any Member who works at least one hour for the Company on or after January 1, 2001:

Years of Service	Percent of Nonforfeitable Interest
Less than 5	0%
5 or more	100%

As the schedule shows, your vesting percentage depends on the number of Years of Service.

**“Year of Service.”** A “Year of Service” is a twelve-month Computation Period in which you complete 1,000 Hours of Service; provided for Plan Years during which you have less than 1,000 Hours of Service, a fractional “Year of Service” will be credited in accordance with the following schedule:

Hours of Service in Plan Year	Fractional Year of Service
Less than 350	0
350 but less than 699	$\frac{1}{4}$
700 but less than 999	$\frac{1}{2}$
1,000 or more	1

**“Hour of Service.”** An “Hour of Service” is each hour for which an Employee is paid, or entitled to payment, for the performance of duties in Covered Employment during the applicable Plan Year. You will also receive credit for certain hours during which you do not work, such as paid vacation, holiday, illness, layoff, jury duty, leave of absence, etc. if the Employer pays you for those hours.

If you are 0% vested and you incur the greater of five consecutive vesting breaks in service or the number of prior Years of Service aggregated before your breaks in service, you lose credit for your prior years of vesting service. A vesting break in service is a Plan Year in which you receive credit for less than 350 Hours of Service.

If your vesting percentage is less than 100% when you reach Early Retirement Age, and you are still in Covered Employment for the Employer, the Plan automatically increases your vesting percentage to 100%.

### **13. How does the Plan pay benefits?**

**A. Normal Form.** When you reach your Early, Normal, or Late Retirement Date, and retire, your vested benefits will be paid in the “Normal Form,” which is a form of benefit providing monthly benefit payments to you for life as of the date you retire, with a certain period guarantee and a single sum death benefit to be paid to a beneficiary if the total of all benefit payments made or due to you do not equal or exceed your Guaranteed Return. Your Guaranteed Return equals 10 times the yearly amount of retirement benefit payments payable to you.

**B. Optional Forms.** Subject to the special requirements that apply to married Members, which are described below, you may elect to receive your benefit in one of the following forms:

- (1) **Single Life Annuity.** An income payable monthly for your lifetime with the last payment being made as of the first day of the month in which your death occurs.
- (2) **Joint and Contingent Survivor Annuity.** An income payable monthly to you for your lifetime with a percentage (at least 50% and no more than 100%) of such monthly benefit to be paid to your beneficiary for such beneficiary's lifetime after your death. You must elect the beneficiary and the percentage of the survivor annuity before benefits commence.

**C. Automatic Qualified Joint and Survivor Annuity.** If you are married, and your vested Accrued Benefit exceeds \$5,000 on the date you reach your Early, Normal, or Late Retirement Date, your vested Accrued Benefit will be paid to you in the form of a Qualified Joint and Survivor Annuity (defined hereafter), unless you file a contrary Qualified Election within the Election Period (defined hereafter) not to take benefits in the form of a Qualified Joint and Survivor Annuity.

**Definitions.** The following definitions apply:

**(1) Qualified Election:** The words “Qualified Election” shall mean an election to receive benefits in a form other than a Qualified Joint and Survivor Annuity. This election must be in writing and must be consented to by your spouse. Your spouse’s consent to such election must be in writing and witnessed by the Plan Administrator or a notary public. However, if you establish to the satisfaction of the Plan Administrator that such written consent cannot be obtained because you have no spouse or the spouse cannot be located, such consent requirement shall be deemed waived. Any necessary consent shall be valid only with respect to the spouse who signs the consent, or in the event of a qualified waiver of consent, the designated spouse. Additionally, a written revocation of a prior election can be filed with the Plan Administrator by you without the consent of your spouse at any time before the commencement of benefits. The number of revocations shall not be limited. The word “spouse” shall include a former spouse but only to the extent provided under a “qualified domestic relations order” as described under Section 414(p) of the Internal Revenue Code.

**(2) Qualified Joint and Survivor Annuity:** A “Qualified Joint and Survivor Annuity” is an immediate annuity for your life with a survivor annuity for the life of your spouse, which is not less than 50 percent and not more than 100 percent of the amount of the annuity that is payable during the joint lives of you and your spouse and which is the Actuarial Equivalent of the normal form of benefit, or, if greater, any optional form of benefit. The percentage of the survivor annuity under the Plan is 50%. For a single Participant, a Qualified Joint and Survivor Annuity means an immediate annuity for the life of the Participant.

**(3) Election Period:** Election Period is the 180-day period ending on the date payment of benefits would commence.

**(4) Election Notice:** Election Notice is the notice provided by the Plan Administrator to you during the Election Period, which contains the following information:

- the terms and conditions of a Qualified Joint and Survivor Annuity;
- your right to make, and the effect of, an election not to take a Qualified Joint and Survivor Annuity form of benefit;
- the rights of your spouse; and
- your right to make, and the effect of, a revocation of a previous election not to take a Qualified Joint and Survivor Annuity.

**D. Automatic Qualified Preretirement Survivor Annuity.** Similarly, if you are married and your vested Accrued Benefit exceeds \$5,000, and you die before your annuity start

date, then your vested Accrued Benefit will be paid in the form of a Qualified Preretirement Survivor Annuity, unless you make an alternative election in accordance with the terms of the Plan. A Qualified Preretirement Survivor Annuity provides an annuity benefit to your spouse.

**14. What are the Plan’s provisions regarding death benefits?**

(1) **Lump Sum Death Benefit** - Regardless of your age or Past Service credits, if you are an Active Member or if you are a Member who is no longer in Covered Employment at the time of your death, your beneficiary will be entitled to a death benefit determined from Table I below only if you satisfied the conditions of (a), (b), (c), and (d) below:

- (a) You had a vested interest in your accrued benefit.
- (b) Your spouse is not eligible for a benefit under the subsection entitled “Spouse’s Coverage” in this Section 15.
- (c) Contributions were made on your account during the preceding Plan year, unless you were absent on account of injury or sickness, and your death occurs in the first 24 months of such absence.
- (d) You died after completing at least one year of Credited Contributory Service.

The amount of your lump sum death benefit will be determined from the following Table I:

Credited Contributory Service Credit Under the Plan	Amount of Death Benefit
1 but less than 2	\$1,000.00
2 but less than 3	\$2,000.00
3 but less than 4	\$3,000.00
4 but less than 5	\$4,000.00
5 but less than 6	\$5,000.00
6 but less than 7	\$6,000.00
7 but less than 8	\$7,000.00
8 but less than 9	\$8,000.00
9 but less than 10	\$9,000.00
10 but less than 11	\$10,000.00
11 but less than 12	\$11,000.00
12 but less than 13	\$12,000.00
13 but less than 14	\$13,000.00
14 but less than 15	\$14,000.00
15 but less than 16	\$15,000.00
16 but less than 17	\$16,000.00
17 but less than 18	\$17,000.00
18 but less than 19	\$18,000.00
19 but less than 20	\$19,000.00
20 more	\$20,000.00

(2) **Installment Death Benefit** - If you are receiving the Normal Form of Benefit, a death benefit will be paid in installments to your beneficiary if your Guaranteed Return exceeds the total of all retirement benefit payments made or due to you. The amount of the death benefit will be the excess.

The Guaranteed Return equals 10 times the yearly amount of retirement benefit payment payable to you.

The amount of each of your death benefit installment payments will equal one-twelfth of the yearly amount of retirement benefit payment payable to you; provided, the last installment will be the full or appropriately reduced installment required for the total of all installments to equal the amount of the death benefit. Installments will begin on the first day of the month after your death, and will be paid on the first day of each month until the total of the installments equals the amount of the death benefit.

If your primary beneficiary is no longer living, the actuarially determined value of the death benefit installment payments will be paid in a single sum as a death benefit payment.

(3) **Death Benefit under Special Retirement Benefit Payment Option** - The death benefit, if any, payable to your beneficiary if you duly elected an optional retirement form of payment will be determined from the provisions of the option elected. If you die before benefits commence, your entire benefit must be distributed, under such optional form, within five years of your death unless your beneficiary receives either: (1) a retirement benefit for life; or (ii) a retirement benefit for a period certain that does not extend beyond your beneficiary's life expectancy. Such benefits must commence within one year of your death unless your spouse is the beneficiary and the spouse elects to defer receipt of such benefits until a date no later than the April 1 following the calendar year in which you would have attained age 70½. Life expectancies of you and your spouse will not be recalculated after the commencement of benefits. If your spouse dies before benefits commence, benefits must be distributed as if you had died. If you die after distribution of your benefit has commenced, the remaining portion of your benefit shall be distributed at least as rapidly as under the method being used at the date of your death.

(4) **Spouse's Coverage**

(a) If you die and had terminated Covered Employment on or after January 1, 1976 or died as a married Active or Late Retired Member, your spouse will be eligible for benefit payments for life if all the following conditions are met:

- You had any vested interest in your Accrued Benefit as of your date of death;
- You had been married to your present spouse throughout the twelve-month period immediately preceding your death; and
- You were not eligible for a disability benefit under the Plan at the time of your death or if you were eligible, your date of disability certification was on or after January 1, 1976.

(b) The yearly amount of benefit payable to your spouse, who is eligible for benefit payments in accordance with item 4(a) above, will equal 100% of item (1) times (2) times (3) below, subject to (4):

- (1) the yearly amount of benefit credited to you as of the date of your death;
- (2) the appropriate percentage determined from the subsection entitled “Early Retirement” in Section 11 above as if you had retired on the first day of the month coinciding with or next following the later of the date of your death or the earliest date at which you could have retired;
- (3) the Actuarial Equivalent as if you had duly elected the joint retirement benefit option with 100% survivor benefit and benefit payments had commenced for you on the first day of the month coinciding with or next following the later or the date of your death or the earliest date at which you could have retired; and
- (4) the amount of benefit payable to you if you have not reached the earliest date on which you could early retire will never be less than the amount of lump sum death benefit under the subsection entitled “Lump Sum Death Benefit” in this Section.

Benefit payments to your spouse will begin on the first day of the month next following your death or, if later, the earliest date at which you could have retired, had you not died.

Benefit payments to a spouse whose eligibility for payments is determined by your death occurring prior to August 23, 1984, will be paid in accordance with the terms of payments in effect on the date of your death.

## **15. What are the Plan’s provisions regarding disability benefits?**

- (a) An Active Member is eligible for a monthly disability payment if:
  - you are certified by the Board of Trustees to be permanently and totally disabled, and
  - you have completed at least 10 Years of Service, as defined for vesting purposes.
- (b) For benefits accrued prior to January 1, 1999 the amount of each monthly disability payment will equal 1/12 of the yearly amount of retirement benefit to which you are entitled, as determined from Section 11 “Normal Retirement,” on your date of disability. For benefits accrued on or after January 1, 1999, however, the monthly disability payment will equal 50% of each amount.
- (c) The disability payment will be payable during the period beginning on the date of disability certification and ending immediately before the earliest date below:

- the date you cease to be permanently and totally disabled by death or recovery;
  - the date you fail to submit satisfactory proof of the continuance of disability; or
  - your Normal Retirement Date or, if duly elected, your Early Retirement Date.
- (d) The Board of Trustees retains sole discretion to determine whether you are permanently and totally disabled. All of the following conditions must be met:
- you apply to the Board of Trustees for disability benefits, on a form to be furnished by the Board of Trustees;
  - you are determined by the Board of Trustees to be permanently and totally disabled by bodily or mental injury or disease and thereby prevented from engaging in any occupation or employment for remuneration or profit;
  - Such permanent and total disability is not, directly or indirectly, the result of military service (land, sea or air), engaging in a felonious criminal enterprise, habitual drunkenness or use of narcotics, intentionally self-inflicted injury, or declared or undeclared war or any enemy action;
  - Such permanent and total disability must have existed continuously for a period of six consecutive months before the date of your disability certification; and
  - Upon your becoming eligible for Social Security disability benefits, you shall be entitled to the initial disability payment on the first day of the seventh month following the date you are first considered totally and permanently disabled for Social Security purposes. If such determination of total and permanent disability is made subsequent to the first day of the seventh month following the date you are first considered disabled, the initial payment shall include all payments due and owing from the first day of the seventh month following the date you are first considered disabled to the date the determination of total and permanent disability is made.
- (e) If you are receiving disability payments you will be considered an Active Member for all purposes of this Plan except that no retirement benefit will accrue for any period of a Plan Year for which disability payments are payable to you.
- (f) If you are receiving disability payments immediately before your Normal or Early Retirement Date, a retirement benefit will be provided for you under the Normal or Early Retirement provisions of the Plan as appropriate.

## **16. Suspension of Benefit Payments.**

If a Retired Member begins to receive retirement benefit payments under the Plan and has not reached his Normal Retirement Age or if a Retired Member begins to receive retirement benefit payments under the Plan and has reached his Normal Retirement Age, his retirement benefit payments will be suspended if he is employed by any person or entity in the same or



related business who is not a contributing employer to the Plan. In addition, retirement benefit payments will be suspended if the Retired Member is employed by any non-union person or non-union entity in the insulation industry.

## **17. Required Distributions.**

The Plan must commence payment of your Benefit no later than 60 days after the close of the plan year in which the later of the following occurs: (i) you attain Normal Retirement Age, (ii) the tenth anniversary of the year you commenced participation in the Plan; or (iii) the date you terminate Covered Employment, unless you elect a later commencement date. If the lump sum value of your Accrued Benefit is more than \$5,000, the Plan, without your consent, may not commence payment of your Benefit before you reach Normal Retirement Age.

The law also requires you to commence payment of your Benefit, if you have not already done so, after you reach age 70½ or terminated employment with the Employer, whichever occurs later. You must start payment by April 1 of the calendar year following the year you reach age 70½ or terminate employment. However, if you are a 5 percent owner, your payments must commence on or before April 1 of the calendar year following the year you reach age 70½. You are subject to a substantial tax penalty if you fail to receive minimum distributions as required under this paragraph.

## **18. Work For Non-Contributing Employers.**

- (a) Non-covered Insulation Service. Non-covered Insulation Service means Insulation work in a geographical jurisdiction of this Plan or a restated plan on or after January 1, 1993 for an employer which does not have, or self-employment which is not covered by, a collective bargaining agreement with an Asbestos Worker's Union requiring contributions to this Plan or a related pension plan.
- (b) Effect of Non-covered Insulation Service. If you become employed in Non-covered Insulation Service or, if you were employed prior to January 1, 1993, and do not leave such employment by January 1, 1993 the provisions of this Plan will be limited as follows:
  - *Early Retirement Benefit:* The effective date of your early retirement benefit will be delayed six months for every calendar quarter in which you have at least one hour of Non-covered Insulation Service.
  - *Disability Pension:* You shall not be eligible to receive a disability payment if you work in Non-covered Insulation Service during any part of a calendar year and then become disabled during that same calendar year or the immediately following two consecutive calendar years.
  - *Suspension of Retirement Benefits:* If the benefit you are receiving as a Retired Member is suspended on account of employment in Non-covered Insulation Service, an additional six months of suspension shall be added to the period of suspension.

- *Death Benefits:* The pre-retirement death benefit and the lump sum death benefit shall not be payable on your behalf if you work in Non-covered Insulation Service during any part of a calendar year and then die during that same calendar year or the immediately following two consecutive calendar years.
- *Return to Covered Employment:* If you were employed in Non-covered Insulation Service and subsequently return to Covered Employment, any calendar year prior to your return to Covered Employment in which you worked in Non-covered Insulation Service shall not be considered in determining whether you have a break in Covered Employment or a Break in Service.

**19. What are the Plan's procedures concerning qualified domestic relations orders?**

Participants and beneficiaries can obtain, without charge, a copy of the Plan's procedures governing qualified domestic relations orders from the Plan Administrator.

**20. May the Plan be amended or terminated?**

The Trustees may amend the Plan in writing at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, generally no amendment will cause any reduction in the amount of your vested benefit.

Although the Trustees intend to maintain the Plan indefinitely, the Trustees have the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to you will become 100% vested. The Trustees will direct the distribution of your vested benefit in a manner permitted by the Plan as soon as practicable. You will be notified if the Plan is terminated.

**21. Are the Plan benefits insured by the Pension Benefit Guaranty Corporation?**

Yes. 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 \$5 of the monthly benefit accrual rate and (2) 75% of the next \$15. The PBGC's maximum guarantee limit is \$16.25 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 \$5,850. 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 1-800-877-8339 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>.

## **22. What are the Plan's claim procedures?**

You, as a Participant, or any other person entitled to benefits from the Plan may apply for such benefits by completing and filing a claim with the Trustees. Any such claim shall be in writing and shall include all information and evidence that the Trustees deem necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Trustees may request any additional information necessary to evaluate the claim.

The Trustees will notify you (or the person making the claim) of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates to a disability determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Trustees both determine that such an extension is necessary due to matters beyond the control of the Plan and notifies you (or the person making the claim), prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Trustees notify you (or the person making the claim) prior to the expiration of the first 30-day extension period.

In brief, if the Trustees determine they should deny benefits to you or the other person making the claim for benefits, the Trustees will give adequate notice in writing setting forth specific reasons for the denial and referring to the pertinent provisions of the Plan supporting the Trustees' decision. If you or the person making the claim disagree with the Trustees, you or such other person, or a duly authorized representative, must appeal the adverse determination in writing to the Trustees within 60 days after the receipt of the notice of denial of benefits. If you or the person making the claim fail to appeal a denial within the 60-day period, the Trustees' determination will be final and binding.

If you or the person making the claim appeal to the Trustees, you, the person making the claim, or a duly authorized representative must submit the issues and comments you feel are pertinent to permit the Trustees to re-examine the issues and make a final determination with respect to the denial. The Trustees, in most cases, will make a decision within 60 days (45 days if

the claim relates to a disability determination) of a request on appeal unless special circumstances would make rendering a decision within the 60-day period unfeasible. In any event, the Trustees must render a decision within 120 days (90 days if the claim relates to a disability determination) after its receipt of a request for review.

### **23. What are my rights under ERISA?**

As a participant in the 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:

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