



**ASBESTOS WORKERS LOCAL NO. 24  
DEFINED BENEFIT  
PENSION PLAN**

**SUMMARY PLAN DESCRIPTION**

**January 1, 2016**

**Dear Participant,**

We are pleased to provide you this booklet, which summarizes the Asbestos Workers Local No. 24 Defined Benefit Pension Plan. This Plan was established to help you build toward your financial security at retirement, an important long-range goal for you and your family.

The original Plan was established in 1958 and it has been amended several times. The plan described in this booklet is based on the terms of the Plan in effect on January 1, 2016. If contributions were not made to the Plan on your behalf after December 31, 2015 your benefits and eligibility may differ from the information presented in this booklet. If you wish to be provided with information about the Plan in effect before January 1, 2016, please contact the Fund Office.

The booklet contains a summary of the benefits, rights and obligations you have under your Pension Plan. Share it with your spouse. We suggest you review this booklet carefully to become familiar with your rights under the Plan. If you have any questions or if you would like to discuss the details further, we will be glad to help you. Please note that employer and Union representatives and individual Trustees are not authorized to interpret the Plan. If you need help in interpreting the Plan, please contact us.

This booklet is not a substitute for the official plan document. If there are differences between the information contained in this summary and the provisions of the plan document, then the plan document will rule. You may request a copy of the Plan from the Fund Office.

Sincerely,

Board of Trustees

## ASBESTOS WORKERS No. 24

### PENSION SUMMARY PLAN DESCRIPTION

## TABLE OF CONTENTS

|             |  |           |
|-------------|--|-----------|
| <b>I.</b>   | <b>HIGHLIGHTS OF YOUR RETIREMENT PLAN.....</b>                   | <b>1</b>  |
| <b>A.</b>   | <b>Summary of Plan Benefits and Eligibility Rules .....</b>      | <b>1</b>  |
| <b>II.</b>  | <b>DEFINITIONS.....</b>  | <b>3</b>  |
| <b>A.</b>   | <b>Frequently Used Terms.....</b>                                | <b>3</b>  |
| <b>III.</b> | <b>HOW YOUR SERVICE COUNTS TOWARD BENEFITS.....</b>              | <b>7</b>  |
| <b>A.</b>   | <b>When Participation Begins .....</b>                           | <b>7</b>  |
| <b>B.</b>   | <b>Credited Service .....</b>                                    | <b>8</b>  |
| <b>C.</b>   | <b>Past Credited Service .....</b>                               | <b>8</b>  |
| <b>D.</b>   | <b>Future Credited Service .....</b>                             | <b>9</b>  |
| <b>E.</b>   | <b>Vesting Service .....</b>                                     | <b>11</b> |
| <b>F.</b>   | <b>Disability Service Credit .....</b>                           | <b>11</b> |
| <b>G.</b>   | <b>Benefit Units .....</b>                                       | <b>12</b> |
| <b>H.</b>   | <b>Determination of Benefit Level Date .....</b>                 | <b>14</b> |
| <b>I.</b>   | <b>Accrued Pension Benefit .....</b>                             | <b>15</b> |
| <b>IV.</b>  | <b>ELIGIBILITY FOR AND AMOUNT OF PENSION</b>                     |           |
|             | <b>BENEFITS.....</b>   | <b>18</b> |
| <b>A.</b>   | <b>Eligibility for and Calculation of Pension Benefits .....</b> | <b>18</b> |
| <b>B.</b>   | <b>Normal Pension .....</b>                                      | <b>18</b> |
| <b>C.</b>   | <b>Unreduced Early Pension .....</b>                             | <b>19</b> |
| <b>D.</b>   | <b>Reduced Early Pension .....</b>                               | <b>20</b> |
| <b>E.</b>   | <b>Disability Pension.....</b>                                   | <b>23</b> |
| <b>F.</b>   | <b>Deferred Vested Pension.....</b>                              | <b>25</b> |
| <b>V.</b>   | <b>FORMS OF PENSION BENEFITS.....</b>                            | <b>26</b> |

|       |  |           |
|-------|--|-----------|
| A.    | Normal Ways to Receive your Pension Benefit .....              | 26        |
| B.    | Optional Ways to Receive Your Pension Benefits .....           | 28        |
| C.    | Special Pop-Up Provision.....                                  | 29        |
| D.    | Rollovers.....   | 34        |
| VI.   | <b>BREAK IN SERVICE.....</b>                                   | <b>34</b> |
| A.    | Break in Service Overview.....                                 | 34        |
| B.    | One - Year Break in Service .....                              | 34        |
| C.    | Permanent Break in Service .....                               | 36        |
| VII.  | <b>BENEFITS IF YOU DIE BEFORE RETIREMENT .....</b>             | <b>37</b> |
| A.    | Pre-Retirement Spousal Pension .....                           | 37        |
| B.    | Pre-Retirement Lump Sum Death Benefits.....                    | 39        |
| VIII. | <b>APPLICATION AND AWARD OF BENEFITS.....</b>                  | <b>40</b> |
| A.    | Application for Pension Benefits.....                          | 40        |
| B.    | Commencement of Pension Benefits .....                         | 41        |
| C.    | Right to Appeal a Denied Claim .....                           | 42        |
| D.    | Maximum Benefit Limitations.....                               | 43        |
| IX.   | <b>SUSPENSION OF BENEFITS.....</b>                             | <b>43</b> |
| A.    | Suspension of Benefits While Receiving other<br>Benefits ..... | 43        |
| B.    | Reemployment After Retirement.....                             | 44        |
| C.    | Suspension of Benefits During Reemployment.....                | 46        |
| X.    | <b>GENERAL PLAN AND EMPLOYER INFORMATION.....</b>              | <b>48</b> |
| A.    | General Plan Information.....                                  | 48        |
| B.    | Treatment of Pension Benefits .....                            | 50        |
| C.    | Plan Funding .....   | 51        |
| D.    | Plan Termination .....   | 52        |
| E.    | Your Rights Under ERISA .....                                  | 53        |
|       | <b>APPENDIX A.....</b>   | <b>57</b> |
|       | <b>MERGER OF FORMER LOCAL 11 PENSION FUND.....</b>             | <b>57</b> |

# **I. HIGHLIGHTS OF YOUR RETIREMENT PLAN**

## **A. Summary of Plan Benefits and Eligibility Rules**

### **Type of Plan**

The Asbestos Workers Local No. 24 Pension Plan (öPlanö) is a defined benefit pension plan. This means that you earn a monthly pension to be paid, if eligible, at retirement for your lifetime. Your monthly benefit is in addition to your Social Security Benefit. Your monthly benefit is based upon your years of service and your retirement date.

### **Participating Employers**

In order to participate in this plan, you must work for an employer who has agreed to contribute to the Plan on your behalf in accordance with a Collective Bargaining Agreement or other written agreement. A participating Employer may include an agency of the Federal government that makes contributions directly or indirectly to the Plan.

### **Participation**

In order to participate in this Plan, you must be engaged in Covered Employment and earn 870 hours of Credited Service within two consecutive plan years.

### **Vesting**

Being vested means that your benefit is guaranteed, even if you leave Covered Employment. You become vested after you have earned 5 years of Credited Service. You are also vested if you are a plan participant at Normal Retirement Age, regardless of your length of service.

### **Break in Service**

If you work fewer than 220 hours in a plan year, you have a one year Break in Service. If you are not vested and you have five consecutive one year Breaks in Service, you will lose your Credited Service.

**Retirement Age**

An unreduced normal retirement benefit is available at the later of age 65 or the fifth anniversary of your participation. Unreduced early retirement is allowed for participants at age 55 who have at least 30 years of Credited Service. A reduced early benefit is also available to participants age 55 with 10 years of service.

**Disability**

If you have 10 years of service and become permanently disabled while under Covered Employment or within six months thereafter, you are entitled to an unreduced retirement benefit. In order to be eligible for a disability pension, you must submit proof of an award of disability benefits from the Social Security Administration unless your disability is due to asbestosis.

**Death Before Retirement**

If you have earned 5 years of Credited Service and die while actively engaged in Covered Employment, your beneficiary(s) will be entitled to a benefit equal to 100% of all contributions made by an employer on your behalf up to a maximum of \$35,000.

**Retirement**

If you have not yet reached your Normal Retirement Age, you will not be considered to have retired unless you have severed your employment. You will generally not be considered to have severed your employment if you return to work with your Employer within 30 days.

**Retirement Options**

If you are married, you will receive your pension in the form of a Spousal Pension, which, after your death, provides your spouse with 50% of the amount previously payable to you. You may also choose other forms of payments, including a joint and survivor pension, which allows your spouse to receive after your death 100% or 66-2/3% of your reduced pension.

Single individuals will receive a straight life pension with payments guaranteed for 36 months. This means that if you die before receiving 36 monthly payments, your beneficiary will receive monthly payments in the same amount until a total of 36 payments have been made. The Plan also

offers joint and survivor benefit options as well as a level income option, which allows your total retirement income to remain the same before and after you are eligible for Social Security.

**Pension Amount**

The amount of your pension is determined by multiplying the monthly benefit rate(s) applicable for your time under Covered Employment times the number of benefit units you earned. The amount of your pension will vary depending upon your benefit level date(s), which is the earlier of the date your pension starts, a one year break in service, or your death.

**Plan Funding**

The Plan is financed completely by participating employers. No employee contributions are allowed unless the employee makes an indirect contribution on behalf of his or her Federal employer.

**Trust Protection**

The assets that finance the pensions are held in Trust for the exclusive purpose of providing benefits to participants and beneficiaries and paying reasonable administrative costs of this Plan. The assets are invested separate and apart from the assets of any employer or Local 24. Each year the Plan's actuary reviews the Plan's financial condition, including the employer contribution rates, to ensure that the Plan's benefits are adequately funded and that the Plan complies with government standards.

**II. DEFINITIONS**

**A. Frequently Used Terms**

Throughout this booklet, you will come across certain words or terms which are used frequently and which you should know. These words and terms have been capitalized throughout this booklet to help you to identify them.

*Administrative Manager*

“Administrative Manager” means the organization selected by the Trustees to carry out, on a contract basis, the day-to-day operation of the Plan:

Carday Associates, Inc.  
7130 Columbia Gateway Drive, Suite A  
Columbia, Maryland 21046  
(410) 872-9500  
Normal Business Hours:  
8:30 A.M. to 5:00 P.M. Monday through Friday

*Annuity Starting Date*

The “Annuity Starting Date” is usually the date your pension commences. It is the first day of the first calendar month starting after you have completed the requirements for entitlement to benefits and after the later of:

1. submission of a completed application for benefits
2. 30 days after the Plan advises you of the available benefit options unless:
  - (a) the benefit is being paid as a Spousal Pension on or after your Normal Retirement Age;
  - (b) you and your spouse (if any) consent in writing to the commencement of benefits beyond the 30-day period;
  - (c) you will have a separate Annuity Starting Date if you retire before Normal Retirement Age and then earn additional benefit accruals under this plan through reemployment. Your new Annuity Starting Date will apply for the benefits you accrued through reemployment.

*Beneficiary*

“Beneficiary” means a person other than a pensioner who is receiving benefits under this Plan as a result of his or her designation to receive such benefits by a pensioner or a participant.



*Collective Bargaining Agreement*

“Collective Bargaining Agreement” means a written agreement between the Union and an Employer that requires contributions to the Plan.

*Covered Employment*

“Covered Employment” means employment with an Employer who is required to contribute to the Plan on your behalf in accordance with a collective bargaining agreement or other written agreement with the Union. “Covered Employment” also means 1) employment before July 1, 1958 under a Collective Bargaining Agreement between the Union and an employer and 2) employment with an agency of the federal government during the period that contributions are made directly or indirectly, by it for work that you perform. Effective October 1, 1992, “Covered Employment” also means your employment as a first year apprentice employee, even though no contributions are made to the Plan during your first year as an apprentice.

*Employee*

An “Employee” is an individual who is working in Covered Employment. The term “Employee” also includes employees of the Union for which the Union makes contributions to this Plan for their respective employees.

*Employer*

An “Employer” is an organization that makes contributions to the Plan in accordance with a Collective Bargaining Agreement or other written agreement with the Union. “Employer” also includes any agency, department or bureau of the Federal government, if it makes contributions directly or indirectly to the Plan for your performance of work. Employer may also include the Union or the Pension Fund.

*Hour of Service*

“Hour of Service” for the purposes of vesting, participation, and benefit accrual means each hour for which you are paid by your Employer and for which a contribution is made to the Plan on your behalf. Hours of Service also include hours for which you are entitled to payment by an Employer. Your Hours of Service are maintained on a plan year basis.

*Non-Bargained Participant*

A "Non-Bargained Participant" is a participant whose participation is not covered by a Collective Bargaining Agreement.

*Normal Retirement Age*

The term "Normal Retirement Age" means the later of:

1. age 65 or
2. your fifth anniversary of the Participant's plan participation, disregarding participation before July 1, 1988.

Participation before a Break in Service is disregarded in determining Normal Retirement Age.

*One Year Break in Service*

A "One Year Break in Service" is any Plan Year in which you have fewer than 220 Hours of Service.

*Participant*

A "Participant" is a Pensioner, Beneficiary, or an Employee who meets the requirements for participation in this Plan. The term Participant also includes a former employee who has attained Vested Status under this Plan.

*Pensioner*

"Pensioner" means a person who is receiving pension benefits under this Plan, or to whom a pension would be paid but for the time involved in administratively processing the pension. A Pensioner who returns to Covered Employment earns benefits on the same basis as other Employees.

*Plan Year*

"Plan Year" means the 12-month period beginning July 1 and ending June 30 for the purposes of vesting and benefit accrual.

*Reciprocal Agreement*

"Reciprocal Agreement" means a written agreement between this Plan and reciprocal plans requiring that contributions be transferred to this Plan from the reciprocal plan for hours earned within the jurisdiction of the Reciprocal

Plan. This Plan will give Credit only for the Contributions received and the hours reported to it. A participant cannot receive a pension under this Plan while working within the jurisdiction of a Reciprocal Plan.

*Retirement*

“Retirement” means complete withdrawal from any further employment in work regularly performed by Heat and Frost Insulators and Asbestos Workers within the jurisdiction of this Plan and all Reciprocal Plans. Retirement may not begin until a Participant’s entitlement, if any, to Weekly Accident and Sickness Benefits under the Asbestos Workers Local 24 Medical Fund have been exhausted. You will generally not be considered to have severed your employment if you return to work with your Employer within 30 days.

*Union*

“Union” or “Local 24” means the International Association of Heat and Frost Insulators and Allied Workers’ Local No. 24. “Union” also includes the International Association of Heat and Frost Insulators and Asbestos Workers’ Local No. 11, whose members participate in this Plan through a merger on July 1, 1996.

### **III. HOW YOUR SERVICE COUNTS TOWARD BENEFITS**

#### **A. When Participation Begins**

You become a Participant in the Plan when you have earned 870 Hours of Credited Service in Covered Employment during two consecutive Plan Years.

Your participation is effective the earlier of the following:

- É The first day of the Plan Year (July 1) in which you complete 870 hours of Credited Service; or

É January 1 following the date you complete 870 hours of Credited Service

After you become a participant, you will receive credit for purposes of vesting and benefit accrual for your Hours of Service before your participation date provided you have not incurred a Break in Service (refer to Section VI).

## **B. Credited Service**

Credited service is the period of Covered Employment considered in determining your eligibility for benefits (öCredited Serviceö). There are two kinds of Credited Service: Past Credited Service and Future Credited Service. The general rules for determining Credited Service are given below.

## **C. Past Credited Service**

Your Past Credited Service is equal to the sum of (1) and (2) below:

1. **Service Before July 1, 1958**  
You receive one year of Past Credited Service for each Plan Year beginning before July 1, 1958, in which you worked in Covered Employment for any part of a year.
2. **Service Between July 1, 1958 and June 30, 1964**  
You receive Past Credited Service for each Plan Year between July 1, 1958 and July 1, 1964, in which you worked in Covered Employment for more than 870 hours.

Your credit is based on the number of your Hours of Service in accordance with Table 1 which follows:

**Table 1**

| <b>Hours of Service<br/>During Plan Year</b> | <b>Past or Future<br/>Credited Service</b> |
|--|--|
| 870 or more                                  | 1 year                                     |
| 654-869                                      | 3/4 year                                   |
| 437-653                                      | 1/2 year                                   |
| 220-436                                      | 1/4 year                                   |
| 219 or less                                  | no credit                                  |

You may receive up to a total of 25 years of Past Credited Service.

**D. Future Credited Service**

You receive Future Credited Service for each Plan Year after July 1, 1964. Your Future Credited Service, like your Past Credited Service, is based on your Hours of Service, in accordance with Table 1 above:

You may also receive Future Credited Service under the following circumstances:

1. **Military Service**

You may receive Credited Service for your period of Qualified Military Service (as defined in Section 414(u) of the Internal Revenue Code) with the Armed Forces of the United States of America if you leave Covered Employment to enter the Armed Forces. In general, in order to qualify for such Credited Service, your total period of military service must not exceed five years and you must return to your place of employment within the following time periods after leaving military service:

|  |               |  |
|--|---------------|--|
| If your period of military service is: |               | You must return to Covered Employment: |
| <i>At least:</i>                       | <i>Up to:</i> |  |
| 1 day                                  | 30 days       | The next work day                      |
| 31 days                                | 180 days      | Within 14 days                         |
| 181 days or more                       |               | Within 90 days                         |

Effective January 1, 2007, if you cease Covered Employment due to the performance of Qualified Military Service and die while in such military service, you shall be deemed to have been reemployed in Covered Employment on the day immediately preceding the date of death for the purposes of vesting and death benefits under this Plan.

For more information regarding your rights under USERRA (the federal law governing reemployment rights after leaving military service), please contact the Fund Office or your local office of the U.S. Department of Labor, Veterans' Employment and Training Service.

2. **Work Outside of Local 24 Jurisdiction under Reciprocal Agreements**

You receive Credited Service for hours worked for an employer outside of the jurisdiction of Local No. 24 for which contributions are made to this Plan on your behalf under a Reciprocal Agreement.

3. **Work for Employers not Required to Make Contributions to the Plan**

If you work for an Employer in a position that does not require that contributions be made to the Plan on your behalf (non-Covered Employment), you may still earn Credited Service for certain purposes under the Plan. Work in non-Covered Employment will not increase the amount of your pension benefit under the Plan. However, work in non-Covered Employment with an Employer can

help you meet the Plan's vesting requirements (refer to Vesting below), participation requirements, or eligibility requirements.

In order for a period of non-Covered Employment to be counted as Credited Service for any of these purposes, you must have worked in Covered Employment on or after July 1, 1976 and the period of non-Covered Employment must be with the same Employer and must immediately follow a period of Covered Employment with that Employer.

Finally, Credited Service is provided for all purposes for up to one year for the employment of a first-year apprentice Employee, even if no contributions are made to the Fund on his or her behalf for the first year of his employment.

## **E. Vesting Service**

Vesting refers to your right to receive a pension benefit. Your Credited Service counts towards meeting the Plan's vesting requirement. In addition, as explained above, your service with a Contributing Employer in a job not covered by the Plan may count toward the Plan's vesting requirements if your employment is continuous with your employment in Covered Employment for the same Employer.

In order to be considered vested you must:

1. complete 5 years of Credited Service; or
2. be a plan participant at Normal Retirement Age, regardless of your length of service.

## **F. Disability Service Credit**

Beginning with calendar weeks following July 1, 1996, if you are a disabled employee, you will receive 17 hours of credit for each week during which you receive or are eligible to receive disability benefits from worker's compensation insurance or from the Asbestos Workers Local 24 Medical

Fund (or the National Asbestos Workers Medical Fund prior to December 1, 2004). The hours of service credit will apply for determining vesting, participation and years of service for eligibility purposes, but will not apply for determining benefit levels. Prior to July 1, 1996, no hours of credit were provided for periods of disability.

## **G. Benefit Units**

In order to determine the amount of your pension, you are awarded a Benefit Unit or a fraction of a Benefit Unit for your Credited Service. Benefit Units are multiplied by a monthly benefit rate to calculate your pension. The number of your Benefit Units will depend upon when you earned Credited Service.

Your Benefit Units are equal to the sum of (1) units earned after June 30, 1973 and (2) units earned before July 1, 1973 as shown below.

### **1. Units Earned After June 30, 1973**

You receive Benefit Units in accordance with the following based on the total of your Hours of Service for the period that begins on July 1, 1973.

#### **Calculating Your Number of Benefit Units**

You can calculate your number of benefit units by completing the following steps:

*Step 1* Divide the total of your Hours of Service by 1,800.

*Step 2* Round the result of (1) to the nearest one hundredth to obtain your total Benefit Units.

#### **EXAMPLE**

É You have 52,000 Hours of Service after June 30, 1973.  
É Your whole number of Benefit Units is  $52,000/1,800 = 28$ ,  
with a remainder of 1,600.



- É Divide the remainder,  $1,600/1,800 = .889$ , which rounds to .89.
- É Your total number of Benefit Units after June 30, 1973 is 28.89.

2. **Units Earned Before July 1, 1973**

You receive one Benefit Unit for each whole year of Credited Service you earned for the period that ended June 30, 1973. If you earned a fraction of a year of Credited Service for the period you receive the same fraction of a Benefit Unit.

**EXAMPLE**

- É You earned 3-3/4 years of Credited Service during the period ended June 30, 1973.
- É You would receive 3-3/4 Benefit Units for the period.

3. **Total Benefit Units**

Below is an example summarizing the two above examples for your total Benefit Units. This example shows your total Benefit Units if you began earning Benefit Units before July 1, 1973 and continued to earn Benefit Units after that date.

**EXAMPLE**

|  | Units               |
|--|---------------------|
| ÉUnits earned after June 30, 1973..... | 28.89               |
| ÉUnits earned before July 1, 1973..... | <u>3.75</u>         |
| <b>TOTAL BENEFIT UNITS .....</b>       | <b><u>32.64</u></b> |

Benefit Units may also be obtained under the following circumstances:

1. **Military Service**

You may receive Benefit Units for your period of service with the Armed Forces of the United States of America if you leave Covered Employment to enter the Armed Forces. See p. 9 for a general

statement of the rules for when you are entitled to credit under the Plan for your period of military service.

2. **Work Outside of Local 24 Jurisdiction under Reciprocal Agreements**

The number of Benefit Units you receive for hours worked outside of Local 24s jurisdiction will be adjusted to compensate for the differences in contribution rates of various locals. No Benefit Units will be awarded to you if you work in the jurisdiction of a plan that does not have a Reciprocal Agreement with this Plan.

You will be given full credit for the hours worked under a Reciprocal Agreement if the contribution rate is equal to the contribution rate in effect for the Local 24 jurisdiction. If the contribution rate is lower or greater than Local 24s rate, your hours of work may be multiplied by a percentage determined by the proportion which the contribution rate in the Reciprocal Agreement bears to Local 24s contribution rate. Alternatively, if the contribution rate paid to the Plan pursuant to the Reciprocal Agreement exceeds that paid under Local 24's collective bargaining agreements, the excess contribution may be placed in the Asbestos Workers' Local 24 Defined Contribution Pension Plan on your behalf.

## **H. Determination of Benefit Level Date**

Your Accrued Pension Benefit is based on your Benefit Units and the pension level(s) in effect on your "Benefit Level Date." Your Benefit Level Date is the earlier of the following:

1. June 30th of the year in which you incurred a one-year Break in Service (refer to Section VI), or your Annuity Starting Date, if earlier. This applies if you retire for early, normal or disability retirement.
2. The date of your death.

If you have more than one period of Covered Employment, you may have more than one Benefit Level Date. However, your latest Benefit Level Date will determine the benefit rate to be applied to the Benefit Units that you earned during both periods of Covered Employment if you:

1. return to Covered Employment during the five-year period after last working in Covered Employment,
2. complete at least one year of Credited Service after returning to Covered Employment, and
3. have not received any pension payments except disability pension payments since you last worked in Covered Employment.

## **I. Accrued Pension Benefit**

At any time you are a participant in the Plan you have an Accrued Pension Benefit under the Plan. However, you do not become vested until you have met the vesting requirement of the Plan. Your Accrued Pension Benefit is based on your Benefit Units and the benefit rate(s) in effect on your Benefit Level Date. The formula for determining the Monthly Accrued Pension Benefit is as follows:

$$\text{MONTHLY BENEFIT RATE} \times \text{NUMBER OF BENEFIT UNITS} = \text{MONTHLY ACCRUED PENSION BENEFIT}$$

1. **Benefit Level Date on or after July 1, 2001**  
If your Benefit Level Date is *on or after July 1, 2001*, your Monthly Accrued Pension Benefit equals the sum of the steps below:

For **Local 24 Plan** active participants:

*Step 1* Special Funding Improvement Plan (S-FIP) rules for benefit units earned after September 30, 2009:

- (A) \$100 times the number of your benefit units earned for an Employer contributing to the Plan under Schedule 1 of the FIP;
- (B) \$0 times the number of your benefit units earned for an Employer contributing to the Plan under Schedule 2 of the FIP;
- (C) \$143 times the number of your benefit units earned for an Employer contributing to the Plan under Schedule 3 of the FIP;

*Step 2* \$100 times the number of your benefit units earned after June 30, 2009 but before October 1, 2009

*Step 3* \$143 times the number of your benefit units earned after June 30, 2000 but before July 1, 2009

*Step 4* \$123 times the number of your benefit units earned after June 30, 1996 but before July 1, 2000

*Step 5* \$75 times the number of your Benefit Units earned after June 30, 1994 but before July 1, 1996

*Step 6* \$70 times the number of your Benefit Units earned after June 30, 1991 but before July 1, 1994

*Step 7* \$63 times the number of your Benefit Units earned after June 30, 1976 but before July 1, 1991

*Step 8* \$35 times the number of your Benefit Units earned before July 1, 1976

For former **Local 11 Plan** active participants:

*Step 1* Special Funding Improvement Plan (öFIPö) rules for benefit units earned after September 30, 2009:

- (A) \$100 times the number of your benefit units earned for an Employer contributing to the Plan under Schedule 1 of the FIP;
- (B) \$0 times the number of your benefit units earned for an Employer contributing to the Plan under Schedule 2 of the FIP;
- (C) \$143 times the number of your benefit units earned for an Employer contributing to the Plan under Schedule 3 of the FIP;

*Step 2* \$100 times the number of your benefit units earned after June 30, 2009 but before October 1, 2009

*Step 3* \$143 times the number of your benefit units earned after June 30, 2000 but before July 1, 2009

*Step 4* \$123 times the number of your benefit units earned after June 30, 1996 but before July 1, 2000

*Step 5* \$56 times the number of your Benefit Units earned after June 30, 1981 but before July 1, 1996

*Step 6* \$25 times the number of your Benefit Units earned after June 30, 1961 but before July 1, 1981

*Step 7* \$15 times the number of your Benefit Units earned before July 1, 1961.

**2. Benefit Level Date before July 1, 2001**

You should contact the Administrative Manager if your Benefit Level Date is before July 1, 2001.

## **IV. ELIGIBILITY FOR AND AMOUNT OF PENSION BENEFITS**

### **A. Eligibility for and Calculation of Pension Benefits**

Your eligibility for a pension is based on your age and years of Credited Service. The eligibility rules and the method for calculating the amount of each type of pension are shown below.

### **B. Normal Pension**

#### **1. Eligibility for Normal Pension**

Effective July 1, 1988, you will be eligible for a Normal Pension if you retire on or after:

- (a) you reach Normal Retirement Age and
- (b) have at least five years of Credited Service.

Refer to page 6 for the definition of Normal Retirement Age.

#### **2. Calculation of Normal Pension**

Your Normal Pension is calculated by multiplying your monthly benefit rate (as shown on pages 15 - 17) by your number of benefit units.

**EXAMPLE** (This example does not apply to former Local 11 plan participants):

- É You started work on July 1, 1987, and work continuously until you retire at age 65 on June 30, 2016.
- É You have 29 years of Credited Service and 29 Benefit Units.
- É Your pension starts on July 1, 2016 and your Benefit Level Date is June 30, 2016.

É Your employer contributed under Schedule 1 of the Funding Improvement Plan, which was initially adopted on May 11, 2009 and subsequently revised on October 22, 2009.

Your monthly retirement pension on the basis of the *36-payment guarantee* is \$3,091 determined as follows:

|    |  |                        |
|----|--|------------------------|
| 1. | \$100 (benefit rate after 6/30/09) x 7 (Benefit Units) = | \$ 700                 |
| 2. | \$143 (benefit rate after 6/30/00) x 9 (Benefit Units) = | \$ 1,287               |
| 3. | \$123 (benefit rate after 6/30/96) x 4 (Benefit Units) = | \$ 492                 |
| 4. | \$75 (benefit rate after 6/30/94) x 2 (Benefit Units) =  | \$ 150                 |
| 5. | \$70 (benefit rate after 6/30/91) x 3 (Benefit Units) =  | \$ 210                 |
| 6. | \$63 (benefit rate after 6/30/76) x 4 (Benefit Units) =  | \$ 252                 |
|    | <b>TOTAL</b>   | <b><u>\$ 3,091</u></b> |

The monthly pension of \$3,091 is the amount that is automatically paid to you if you are not married.

## **C. Unreduced Early Pension**

### **1. Eligibility for Unreduced Early Pension**

You will be eligible for an Unreduced Early Pension if you satisfy the conditions in (a), (b), (c), or (d) below:

- (a) You have no Credited Service prior to July 1, 2009, and you retire between the ages of 55 and 65 with at least 30 years of Credited Service.
- (b) Your Benefit Level Date is on or after July 1, 1986 and you retire with at least 30 years of Credited Service.

- (c) Your Benefit Level Date is before July 1, 1986 and you retire between the ages of 55 and 65 with at least 30 years of Credited Service, but with less than 25 years of Credited Service as of March 31, 1979, or
- (d) You retire with at least 25 years of Credited Service, provided you have at least 25 years of Credited Service as of March 31, 1979.

2. **Calculation of Unreduced Early Pension**

The monthly amount of your Unreduced Early Pension is determined in the same manner as your Normal Pension.

**D. Reduced Early Pension**

1. **Eligibility for Reduced Early Pension**

You will be eligible to receive a Reduced Early Pension if you retire after:

- (a) you attain age 55; and
- (b) you have at least 10 years, but less than 30 years of Credited Service.

2. **Calculation of Reduced Early Pension**

If you elect to begin receiving pension payments before Normal Retirement Age, the monthly amount of your Accrued Pension Benefit will be reduced by six (6%) percent per year, or 1/2 of 1% for each month or portion of a month that the date of your pension starts before you reach age 65 or would have earned 30 years of Credited Service had you continued working (based on 73 hours of service per month), whichever is less. Accrued Pension Benefits earned before July 1, 2009, however, will be reduced by three percent per year (1/4 of 1% per month) instead of six percent.

If you are married, this reduction is in addition to the adjustment for the 50% Joint and Survivor benefit.



Table 2 below shows examples of the percentage reductions that are applied to your Reduced Early Pension if you elect to start payments before your Normal Retirement Age/completion of 30 Years of Credited Service.

**Table 2**

**Early Retirement Factors Reduced Early Pension**

| Number of Years Between Your Annuity Starting Date and the First Day of the Month Following Normal Retirement Age or Completion of 30 Years of Credited Service, whichever is less. | Percentage Applied to Accrued Benefit for Benefit Units earned Prior to July 1, 2009 | Percentage Applied to Accrued Benefit for Benefit Units earned After June 30, 2009 |
|---|--|--|
|   | 3% / year  | 6% / year  |
| 1   | 97.0   | 94.0   |
| 2   | 94   | 88   |
| 3   | 91   | 82   |
| 4   | 88   | 76   |
| 5   | 85   | 70   |
| 6   | 82   | 64   |
| 7   | 79   | 58   |
| 8   | 76   | 52   |
| 9   | 73   | 46   |
| 10  | 70   | 40   |

**3. Calculating the Reduction Amount**

Please note that Table 2 shows only the factors for early commencement of pension of exactly 1 year, 2 years, 3 years, etc. If you retire early with 30 or more Years of Credited Service, your basic monthly pension payments won't be reduced.

To see how much your payments will be reduced, follow the steps below:

*Step 1* Figure which of the following would occur first:

- É the first day of the month following your normal retirement date,  
or
- É the first day of the month after you would have earned 30 Years  
of Service (if you had continued to work and earned 73 hours of  
service each month).

*Step 2* Count the number of whole months between the date you want to begin receiving pension payments and the earlier of the two dates above.

*Step 3* Multiply the number of whole months from Step 2 above times 1/4%. This is the percentage your pension will be reduced for Benefit Units earned prior to July 1, 2009.

*Step 4* Multiply the percentage your pension will be reduced, as determined in Step 3, times the unreduced monthly benefit for Benefit Units earned prior to July 1, 2009 to determine the amount of the reduction for this portion of your benefit.

*Step 5* Subtract the dollar amount of the reduction, as determined in Step 4, from the unreduced monthly benefit for Benefit Units earned prior to July 1, 2009 to calculate the amount of the reduced monthly benefit for this portion of your benefit.

*Step 6* Multiply the number of whole months from Step 2 above times 1/2%. This is the percentage your pension will be reduced for Benefit Units earned after June 30, 2009.

*Step 7* Multiply the percentage your pension will be reduced, as determined in Step 6, times the unreduced monthly benefit for Benefit Units earned after June 30, 2009 to determine the amount of the reduction for this portion of your benefit.

*Step 8* Subtract the dollar amount of the reduction, as determined in Step 7, from the unreduced monthly benefit for Benefit Units earned after June 30, 2009 to calculate the amount of the reduced monthly benefit for this portion of your benefit.

*Step 9* Add the reduced benefits from Step 5 and Step 8 to calculate your total early retirement benefit.

## **E. Disability Pension**

### **1. Eligibility for a Disability Pension**

Regardless of your age, you will be eligible for a Disability Pension if you become Totally and Permanently Disabled through some unavoidable cause, while under Covered Employment or within six months after you stopped working in Covered Employment if you:

- (a) have earned at least 10 years of Credited Service; and
- (b) either
  - (i) submit proof of an award of disability benefits from the Social Security Administration; or
  - (ii) a medical doctor of the Trustees choice and the Trustees have determined that your disability was caused by asbestosis and will prohibit you from working in the pipe covering trade.

### **2. Definition of Total and Permanent Disability**

Total and Permanent Disability means that you are prevented from engaging in any occupation or employment for wage or profit as a result of a medically determinable physical condition or mental condition, including asbestosis. However, a disability resulting from the following may not be the basis for disability retirement under the Plan:

- É Engagement in a criminal activity
- É Intentional self-inflicted injury
- É Habitual drunkenness, or use of narcotics not prescribed by a physician

- É Service in the Armed Forces of the United States of America for which you will receive a Disability Pension, unless your military pension is smaller than your benefit from this Plan. If your military pension is smaller, you will receive a pension from the Plan equal to the excess of the Disability Pension which you would otherwise receive from the Plan over your military pension.

The Trustees may, from time to time, but no more often than twice per year, ask you to be examined by a doctor or doctors approved by them to determine whether you are still disabled.

3. **Calculation of a Disability Pension**

Your disability retirement pension, like your Normal Retirement Pension, is based on the amount of pension benefit you have accrued as of the date of your retirement. Payment of your disability retirement pension begins on the later of the first day of the month following receipt of your application, the date of entitlement to Social Security Disability benefits, or your termination of employment. You will receive a lump sum payment for any months after your disability was determined but before you were awarded Social Security Disability benefits. In no event, however, will benefits be paid retroactive to more than 18 months prior to the date your application is received by the Fund Office.

If you recover from your disability before you reach your 65th birthday, your disability pension payments will stop.

4. **Disability Benefits Before Determination of Disability**

Until you are determined to be Totally and Permanently Disabled, you may, if eligible, elect to receive an early retirement pension. The early retirement pension will stop when you qualify for a Disability Pension and you will receive retroactive payments equal to the difference between your disability pension and your early retirement pension. There is no reduction in your disability retirement pension because of early (before Normal Retirement Age) commencement.

However, if you are married your pension is reduced for the 50% joint and survivor benefit, unless you choose otherwise with your spouse's consent.

## **F. Deferred Vested Pension**

### **1. Normal Retirement Deferred Pension**

If you are vested and terminate Covered Employment after July 1, 1976 for any reason other than death, you are entitled to a monthly pension at Normal Retirement Age. This unreduced pension is based on your Accrued Pension Benefit as of your Benefit Level Date(s).

If you terminated employment prior to July 1, 1976, check with the Administrative Manager to see if you are eligible for a Deferred Vested Pension.

**EXAMPLE:** (This example does not apply to former Local 11 participants)

- É You terminated employment on June 30, 2010 at age 35 with
  - 12 Benefit Units and
  - 11 Years of Credited Service.
- É Your Monthly Benefit Rate is \$100.00 as of your Benefit Level Date on June 30, 2010.
- É Your pension starts after you reach your 65th birthday.
- É Your employer contributed under Schedule 1 of the Funding Improvement Plan, which was initially adopted on May 11, 2009 and subsequently revised on October 22, 2009.

Your monthly vested pension with the *36 Month Guarantee* option is \$1,653.00, determined as follows:

- (a) \$100.00 (benefit rate) x 1 (Benefit Units earned after June 30, 2009) = \$100.00
- +
- (b) \$143.00 (benefit rate) x 10 (Benefit Units earned after June 30, 2000 and before July 1, 2009) = \$1,430.00
- +
- (c) \$123.00 (Benefit rate) x 1 (Benefit Units earned after June 30, 1996 and before July 1, 2000) = \$123.00

The monthly 36-payment guarantee pension of \$1,653.00 is the amount that is automatically paid to you if you are not married on the date your pension commences.

2. **Deferred Early Retirement Pensions**

If you leave employment after you become vested and have at least 10 years of Credited Service, you may be eligible for a Deferred Early Reduced Retirement Pension. Your eligibility for and the amount of an early retirement pension will be determined in the same manner as the early retirement pension for a non-deferred vested pensioner.

## V. FORMS OF PENSION BENEFITS

### A. Normal Ways to Receive your Pension Benefit

1. **Straight Life Pension with a 36-Payment Guarantee**

The Straight Life Pension with a 36-month payment guarantee is the normal form of payment for an unmarried participant and an optional form of benefit for a married participant and spouse who have waived the Spousal Pension. This pension provides a monthly benefit for your lifetime only with 36-monthly payments guaranteed to you and your beneficiary. If you die after receiving 36 monthly payments, no

benefit would be payable to your beneficiary. The monthly payments made to you under the 36-payment guarantee benefit would be larger than those made under the 50% Spousal Pension.

2. **Spousal Pension**

If you are married at the time your pension will commence, your pension (normal, deferred vested, early, early unreduced, or disability) will be paid in the form of a Spousal Pension, unless you have filed with the Trustees in writing a timely waiver of that form of pension. The Spousal Pension provides a monthly benefit for your lifetime if you are married, plus a monthly benefit for your surviving spouse at 50% of the amount you were receiving.

In order to waive the Spousal Pension, you must do the following in writing:

- É formally waive the Spousal Pension and elect an optional form of benefit, with the consent of your spouse during the 90-day period ending with the Annuity Starting Date.
- É designate as part of your election a Beneficiary which may not be changed without your spouse's consent.

**EXAMPLE: Normal Retirement Pension**

- É You are 65 years old and married on your Annuity Starting Date. Your spouse is 62 years old.
- É Assume that Straight Life Pension with a 36-month guarantee is \$989.00.
- É Your benefit will be reduced by a 50% joint and survivor factor.
- É Using Table 3 on page 31, use the reduction factor (89.71%) for an employee age 65 and beneficiary age 62.

| <b><u>Your 36-Payment<br/>Guarantee<br/>Monthly Pension</u></b> | <b>X</b> | <b>50% Joint and<br/>Survivor Factor<br/>from Table 3<br/>(pg. 31)</b> | <b>=</b> | <b><u>Your 50% Joint<br/>and Survivor<br/>Monthly Pension</u></b> |
|---|----------|--|----------|---|
| \$989.00  | X        | 89.71%   | =        | \$887.23  |

You would receive \$887.23 per month for the rest of your life. After your death your spouse would receive one-half of this pension, or \$443.62, for the rest of his or her life. The 50% Joint and Survivor reduction is applied after your monthly benefit is determined unless you do not have a spouse or your spouse consents to waiving the Spousal Pension. Additional reductions to your pension will also be made if you retire on a Reduced Early Pension.

## **B. Optional Ways to Receive Your Pension Benefits**

If you want your pension paid to you in a different way, you may, if eligible choose one of the benefits described below. Your choice must be made in writing before your Annuity Starting Date. Also, if you are married, your spouse must consent to your choice of an optional form of benefit. You may cancel or change your choice at any time before the date your pension commences.

### **1. Joint and Survivor Form**

This type of pension payment means you would receive a reduced pension during your lifetime, with a percentage of your pension being continued to a person you name as your beneficiary for the rest of his or her lifetime. You may elect a Joint and Survivor form of benefit instead of a Spousal or Straight Life Pension if you are eligible to retire on a Normal Pension, Deferred Vested Pension, Early Reduced Pension, Early Unreduced Pension, or a Disability Pension. Your election, including designation of a beneficiary, must be made prior to your Annuity Starting Date.



Below are the optional joint and survivor forms of benefits:

1. **100%** - 100% of your reduced monthly pension will be payable to your beneficiary upon your death
2. **66-2/3%** - 66-2/3% of your reduced monthly pension will be payable to your beneficiary upon your death
3. **50%** - 50% of your reduced monthly pension will be payable to your beneficiary upon your death

The reduction factors for the 50%, 66-2/3% and 100% joint and survivor benefits are shown in Tables 3, 4 and 5 on pages 31, 32, and 33.

2. **Social Security Level Benefit Option**

If you retire before age 65, you may want to have your pension from the Plan adjusted so that your total retirement income from both the Plan and Social Security remains a level amount both before and after Social Security benefits commence to be paid. Under this benefit form, the Plan pays you a larger pension until you reach age 65, then it reduces your pension so that the amount of your monthly pension payable prior to age 65 approximately equals the total of your monthly pension payable after age 65 and your monthly Social Security Benefit payable at age 65. This benefit is not available in a Joint and Survivor form. The payment of the Social Security Level Benefit stops upon your death. If you retire for disability you may not choose this form of benefit. Please contact the Fund Office if you want more information about this option.

**C. Special Pop-Up Provision**

If your benefit is being paid as a Spousal Pension or in one of the Joint and Survivor optional forms of payment with your spouse as your beneficiary, you qualify for the special pop up provision. Under this provision, if you retire with a pension from this Plan and your spouse dies before you do, your

monthly pension is increased to the full amount you would have received under Section A(1) above if you had not elected the Spousal Pension or one of the Joint and Survivor optional payment forms. The increase is effective the first of the month following your spouse's death. If you die before receiving 36 monthly payments from the Plan (including the payments made prior to your spouse's death), the remaining payments will be made to your beneficiary.







## **D. Rollovers**

You, or your surviving spouse, may elect to have any portion of an "eligible rollover distribution" paid directly to an eligible retirement plan in a direct rollover. An eligible retirement plan is an individual retirement arrangement (IRA), a 403(a) annuity, a 403(b) plan, a 457(b) plan or another qualified plan (e.g., another employer-sponsored plan) that accepts rollovers from other plans. A non-spouse beneficiary may also elect to rollover distributions, but only to an IRA setup to receive such rollovers. If you choose a direct rollover, your payment will be made directly to the eligible retirement plan. Your payment will not be taxed in the current year and no income tax will be withheld. Your payment will be taxed later when you take it out of the eligible retirement plan. Installment payments over a period of ten (10) years or more are not eligible for rollover. Beginning in the year you reach age 70½, or the year in which you retire, whichever is later, a certain portion of your payment cannot be rolled over because it is a "required minimum distribution" that must be paid to you under federal law.

## **VI. BREAK IN SERVICE**

### **A. Break in Service Overview**

The Break in Service Rules outlined in this Section only apply to non-vested Participants. (Refer to Section III for Vesting rules.) These rules explain the consequences of having a Break in Service on your eligibility for benefits under this Plan.

### **B. One - Year Break in Service**

You have a One-Year Break in Service when the number of your Hours of Service is less than 220 during any Plan Year that begins on or after July 1, 1958, if you are not vested. If you do not repair your Break in Service then you will lose all of your Credited Service and Benefit Units accrued to date.

1. **Exceptions to the One-Year Break in Service Rules**

(a) **Total and Permanent Disability**

A total and permanent disability will not be considered a Break in Service and will not result in the cancellation of Credited Service or Benefit Units.

(b) **Military Service**

Absence from employment due to military service will generally not be considered a Break in Service and will not result in the cancellation of Credited Service or Benefit Units. *See p. 9* for a more detailed explanation of your rights to pension credit during periods of military service.

(c) **Pregnancy, Birth or Adoption of a Child**

For the purposes of determining whether a One-Year Break in Service has occurred, you will be awarded up to a maximum of 501 Hours of Service if you are absent from covered employment due to:

- (1) pregnancy;
- (2) birth of your child;
- (3) adoption of a child; or
- (4) care for such child for a period beginning immediately following birth or adoption.

The Hours credited to you will be applied to the year in which your absence began if doing so will prevent you from incurring a One-Year Break in Service in that year. Otherwise, the hours will be applied to the next year. The Fund may require that you establish to the satisfaction of the Trustees the number of days of your absence and that your absence is for one of the reasons stated above.

## **C. Permanent Break in Service**

You will have a permanent Break in Service if you fail to repair a Break in Service. If you do not repair your Break in Service then you will lose all of your Credited Service and Benefit Units accrued to date.

You will incur a Permanent Break in Service under the following conditions:

1. **For Breaks in Service after June 30, 1998**  
If you have five or fewer years of Credited Service, you will have a Permanent Break in Service if you have 5 or more consecutive One-Year Breaks in Service.
2. **For Breaks in Service after June 30, 1985 and before July 1, 1998**  
If you have five or fewer years of Credited Service, you will have a Permanent Break in Service if you have 5 or more consecutive One-Year Breaks in Service, regardless of whether you are a collectively bargained participant or a Non-Bargained Participant. If you are a collectively bargained participant and have six but less than ten years of Credited Service, you will have a permanent break if your number of consecutive one-year breaks is equal to or exceeds your number of years of Credited Service.
3. **For Breaks in Service after June 30, 1976 and before July 1, 1985**  
If you have consecutive One-Year Breaks in Service that equal or exceed your years of Credited Service, but not prior to three consecutive One-Year Breaks in Service, you will have a Permanent Break in Service.
4. **For Breaks in Service prior to July 1, 1976**  
If you fail to earn any Future Service Credit for three consecutive Plan Years after July 1, 1958, you will have a Permanent Break in Service unless your break was due to pregnancy, birth of child, adoption of a child, or care for a child immediately after birth.



## **VII. BENEFITS IF YOU DIE BEFORE RETIREMENT**

### **A. Pre-Retirement Spousal Pension**

Under certain circumstances, this Plan provides benefits to your spouse or other designated beneficiary if you die before your pension commences. Below are the eligibility rules for pre-retirement Spousal benefits and the methods for calculating benefits for your survivors.

1. **Eligibility for Pre-Retirement Spousal Pension**

If you die prior to retirement but after you were vested and you were married to your spouse throughout the year preceding your death, your spouse is entitled to a death benefit.

You may, with the written consent of your spouse, waive the Pre-Retirement Spousal Pension at any time after the first day of the Plan Year in which you obtain age 35 and before your death.

2. **Amount of Pre-retirement Spousal Benefits**

The amount of Pre-Retirement Death Benefits payable to your spouse or your designated beneficiary will depend upon your age at death. The Pre-Retirement Spousal Pension will be equal to 50% of the actuarially reduced monthly pension payable to your spouse for the rest of his or her life under the Spousal Pension except in the following circumstance:

**É You die within 90 days prior to your Annuity Starting Date**

If you die after fulfilling all of the conditions for entitlement to benefits but within 90 days of your Annuity Starting Date, your surviving spouse will be allowed to receive benefits in the form in which you elected prior to the Annuity Starting Date. However, your spouse's benefit cannot be less than 50% of the actuarially reduced monthly pension payable to you under the Spousal Pension.

Below is a description of the amount of Spousal Pension benefits under the following circumstances:

(a) **You die before attaining age 55**

If you die before reaching age 55, your surviving spouse will be paid a pension equal to 50% of the amount you had qualified for if you lived until the date you would qualify for a pension, and had died on the following day. Your spouse's benefit would commence on the first day of the month in which you would have initially qualified for a pension and would be calculated as a Reduced Early Pension. (Refer to Section IV).

However, if you die before reaching age 55 and the present value of your survivor benefit is less than \$5,000, the Plan will distribute the benefit as a lump sum to your surviving spouse, regardless of whether he or she consents to the distribution.

**EXAMPLE:**

- É You die at age 45 on December 1, 2000.
- É You have 15 years of Credited Service.
- É Suppose your monthly Accrued Pension is **\$650**.
- É Your early retirement reduction factor from Table 2 (pg. 21) is **70%**.
- É Your 50% Joint and Survivor reduction from Table 3 (pg. 31) is **93.14%**.
- É Your Spousal Joint and Survivor reduction is **50%**.
- É Your spouse would receive the following benefit commencing on December 1, 2010, the date at which you would have reached age 55:

$$\$650 \times 70\% \times 93.14\% \times 50\% = \mathbf{\$211.90}$$

- (b) **You die after attaining age 55**  
If you die after reaching age 55, your surviving spouse will be paid a pension as if you had retired on a Spousal Pension the day before you died. The survivor annuity will begin immediately unless your surviving spouse chooses to defer commencement of benefits until the first day of the month following the month in which you would have reached Normal Retirement Age.
  
- (c) **Benefit Adjustment for Postponement of Benefits**  
If your spouse chooses to delay the Annuity Starting Date for the Pre-Retirement surviving spouse benefit until after your earliest retirement date, the benefit will be determined as if you had died on the spouse's Annuity Starting Date after retiring on a Spousal Pension the day before. Actuarial adjustments to your benefit will be applied as of your spouse's Annuity Starting Date.
  
- (d) **Death of Spouse Before Annuity Starting Date**  
If your surviving spouse dies before the Annuity Starting Date of the Pre-Retirement Surviving Spouse's Benefit, no payments will be made to any party and the benefit will be forfeited.

## **B. Pre-retirement Lump Sum Death Benefits**

If you die while actively engaged in covered employment, your designated beneficiary or beneficiaries may be entitled to a lump sum death benefit. If your spouse qualifies for Pre-Retirement Spousal Pension, the Pre-Retirement Death Benefit will be paid in addition to the Spousal Pension. Below are the eligibility rules for Pre-Retirement Death Benefits and the methods for calculating benefits for your survivors.

1. **Eligibility for Pre-Retirement Death Benefits**  
Your beneficiary or beneficiaries will be eligible for a Pre-Retirement Death Benefit if you die while actively engaged in Covered Employment and:

- (a) prior to becoming eligible for pension benefits
- (b) after earning 5 years of Credited Service.

Once you become a pensioner, regardless of whether or not you subsequently return to Covered Employment, you are not entitled to a Pre-Retirement Death Benefit.

2. **Amount of Pre-Retirement Death Benefits**  
The amount of your Pre-Retirement Death Benefits will be 100% of all contributions made by an Employer on your behalf up to a maximum of \$35,000.

## **VIII. APPLICATION AND AWARD OF BENEFITS**

### **A. Application for Pension Benefits**

1. **Application for Retirement Pension**  
Your pension cannot be paid until you have filed an application and have actually retired. No payments will generally be made for the period before your application is received. Furthermore, if you have not yet reached normal retirement age, you will not be considered to have retired unless you have severed your employment with your employer. If you return to work within 90-days of the date you last worked, you will not be considered to have actually retired. In the case of disability retirement, the Trustees may excuse, for good cause, a late application. However, in no event will disability benefits be paid for the period preceding the first day of the month following the month in which sickness benefits cease from the Asbestos Workers

Local 24 Medical Fund (or the National Asbestos Workers Medical Fund prior to December 1, 2004).

2. **Application for Pre-Retirement Spouse's Pension**

If your surviving spouse is eligible for a spouse's pension as a result of your death before pension payments to you have begun, he or she must file an application for benefits in order to receive the spouse's pension. However, if the lump-sum value of that pension is \$5,000 or less, the Trustee will automatically pay the lump-sum instead of the pension.

**B. Commencement of Pension Benefits**

If you are eligible for a retirement pension, you must file an application in writing for benefits before your Annuity Starting Date, the date your pension benefits usually commence.

1. **Retirement**

Benefits are not payable until you have actually retired. In general, prior to your having reached normal retirement age, you will not be considered to have retired unless you have severed your employment. If you return to work with your Employer within 30-days, you will generally not be considered to have severed your employment and retired.

2. **Required Beginning Date for Receipt of Benefits for Deferred Vested Participants**

If you are vested and have terminated Covered Employment, the Plan will begin to pay benefits to you and your beneficiaries beginning April 1 of the calendar year following the year in which you reach age 70-1/2, even if you have not completed an application.

**Commencement of Benefits if You Die**

If you die before or after pension payments to you have begun, payment of any benefits due your spouse or other beneficiary on account of your death will automatically be made to your eligible

beneficiary within a reasonable period of time following your death. Refer to Section VII for more information on payment of Death Benefits.

### **C. Right to Appeal a Denied Claim**

If you make a claim for benefits under this Plan and all or part of it is denied, you will be notified in writing of the reasons for the denial within 90 days (45 days for claims relating to disability), unless the Administrator determines special circumstances require additional time (up to 180 days, or 90 days for disability claims).

If you wish to appeal the denial, you or your authorized representative may submit a written request for review by the Board of Trustees. You or your authorized representative may examine all documents which pertain to your claim. Your request for review should include any issues or comments which you wish to be considered and also the reasons why you feel the denial of your claim for benefits was in error. Your request for review of your denied claim will be considered by the Trustees if your written notice is filed within 60 days (or 180 days for claims involving disability benefits) following receipt of the denial of your claim.

The Trustees generally will make a decision on your claim no later than the quarterly meeting of the Board of Trustees following the Fund Office's receipt of your written claim. If your petition is filed within 30 days of the meeting, the Trustees must make a decision on your claim no later than the second quarterly meeting following the receipt of your claim. If special circumstances require further review of your claim, the Trustees will make a decision on your claim by the third quarterly meeting following the receipt of your claim. You will be advised in writing of the Board of Trustees decision concerning your claim. If your claim is denied, the notice will contain the following:

- The specific reason(s) for the denial;
- The Plan provisions that support the denial;

- That you are entitled to receive reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits;
- A statement of your right to bring a civil action under ERISA

## **D. Maximum Benefit Limitations**

Section 415 of The Internal Revenue Code limits the amount of benefits that may be paid from a plan or from a combination of plans. The benefits provided by this Plan alone would not, based on present levels, exceed the limitations. However, if you are eligible for another defined benefit pension based upon your employment with an Employer contributing to this Plan, it is possible that the combined benefit would exceed the statutory maximum benefit limitation, which could result in a reduction in your benefits. For more information, please contact the Administrative Manager.

## **IX. SUSPENSION OF BENEFITS**

### **A. Suspension of Benefits While Receiving other Benefits**

Your pension benefits may be suspended if you return to work after retirement or are receiving certain benefits. Benefits will be suspended under the following circumstances:

1. **Receipt of Accident and Sickness Benefits**  
You will not receive a pension payment for any month that you receive accident and sickness benefits under the Asbestos Workers Local 24 Medical Fund (or, prior to December 1, 2004, the National Asbestos Workers Medical Fund).

2. **Receipt of Disability Benefits**

If you retire on a Disability Pension and later recover from your disability before reaching your 65th birthday, your disability payments will stop.

**B. Reemployment After Retirement**

Certain types of employment may result in a permanent withholding of your pension payments (for the period of the employment) if you have retired. If you have not yet retired, employment may result in a delay in the start of your pension. Below are the types of employment that may result in a withholding of pension payments.

1. **Pre-Age 65 Prohibited Employment Defined**

**For Pensions Effective Prior to March 1, 1994:**

Employment or self-employment as a heat and frost insulator and asbestos worker, regardless of the geographical area of the work.

**For Pensions Effective March 1, 1994 through June 30, 1996:**

A pensioner under the age of 65 who applies for and receives a Reduced Early Pension will be considered to be working at prohibited reemployment for purposes of having his pension benefits suspended during the period of such reemployment if he engages in any employment or self-employment as a heat and frost insulator and asbestos worker or in any work within the Insulation Industry, regardless of the geographical area of such work. The term "Work within the Insulation Industry" shall include any and all employment or self-employment of whatever nature, related to the sale, estimating, bidding, installation, removal, or handling of any insulation material or process, including the management of such activities.

**For Pensions Effective July 1, 1996 and after:**

A pensioner who applies for and receives an Early Pension or Unreduced Early Pension shall be considered to be working at prohibited reemployment if he engages in installation, removal,



handling of any insulation or process **OR** if he engages in any related work within the Insulation Industry, regardless of the geographical area of such work, except related work within the Insulation Industry performed for an Employer who has a current Collective Bargaining Agreement with a Local Union of the International Association of Heat and Frost Insulators. The term "Related work within the Insulation Industry" shall include any and all employment of whatever nature, related to the sale, estimating and bidding of insulation or insulation process including the management of such activities.

2. **Post Age 65 Prohibited Employment Defined**

This means employment or self-employment at or after age 65 for more than 39 hours per calendar month that is:

É In the same industry in which employees were working and covered by this Plan at the time your pension commenced (or last commenced) or would have commenced if you had not remained in or returned to Post-Age 65 Prohibited Employment;

É In the same trade or craft, or in a job using the skills of your trade in which you were employed at any time while covered by the Plan,

É In the same state or metropolitan statistical area covered by the Plan at the time your pension commenced or would have commenced if you had not remained in or returned to Post Age 65 Prohibited Employment. The geographical area covered by the Plan is currently the District of Columbia, Maryland and Virginia and areas covered under Reciprocal Agreements.

3. **Advance Determination of Prohibited Employment**

You may request an advance determination as to whether certain employment is considered Pre-Age 65 or Post-Age 65 Prohibited Employment.

4. **Employment During Periods of Peak Employment**

During periods determined by Local 24 to be periods of peak employment, a Pensioner may return to Covered Employment without having his or her benefits suspended, provided:

- a. He or she has registered with Local 24 prior to re-commencing covered employment, and such registration is renewed prior to each month of subsequent employment;
- b. He or she has been retired for a minimum of 90 days.
- c. The Pensioner's total covered employment during a plan year does not exceed 300 hours.

**C. Suspension of Benefits During Reemployment**

1. **Result of Working in Prohibited Employment Before Reaching Age 65**

If you retire for any reason other than disability you will not be entitled to receive a pension payment for any month in which you engage in Pre-Age 65 Prohibited Employment before attaining age 65. If you are a Disability retiree, you will only be eligible for a pension payment for Pre-Age 65 Prohibited Employment if the Trustees determine that employment is for your rehabilitation.

2. **Result of Working in Prohibited Employment After Reaching Age 65**

You will not be entitled to receive a pension payment for any month in which you are paid for 40 or more hours (including paid hours for non-work, such as vacation) of Post-Age 65 Prohibited Employment after attaining age 65.

3. **Notice of Prohibited Employment**

If, after you retire, you work in Pre-Age 65 or Post-Age 65 Prohibited Employment, you must provide written notification of this work to the Administrative Manager within 15 days of starting the work. The notice is to be provided regardless of the number of expected paid hours per month.

If you do not inform the Administrative Manager on a timely basis that you have started working and the Trustees become aware of the work, the Trustees may assume that you are working in Prohibited Employment and withhold your pension payments until you furnish information indicating that pension payments should not be withheld.

4. **Periodic Proof of Non-Prohibited Employment**

During the period that you are receiving pension payments the Trustees may ask you to provide periodic proof that you are not working in Pre-Age 65 or Post-Age 65 Prohibited Employment.

5. **Repayment of Benefits**

If you receive a pension payment for a month in which you were working in Pre-Age 65 or Post-Age 65 Prohibited Employment you are obligated to repay the amount you received. The Plan has a right to recover any owed amounts, and may do so by offsetting future pension payments. If you die before the Plan recovers the full amount it is owed, any pension payments to your beneficiary will be subject to offset. The offset against the initial payment of benefits following a suspension may be the full amount owed to the Plan. Thereafter, the offset will not exceed 25% of the amount of monthly pension otherwise payable to you.

6. **Notice of Suspension of Benefits**

When your pension payments are withheld, the Administrative Manager will furnish you with a notice describing the reasons for the suspension, plus certain other related information. You can request a review of the decision to suspend your pension payments by submitting a written request to the Trustees within 180 days after receipt of the suspension notice. The request for review will be handled in the same manner as a review of a denial of pension benefits (refer to Claim Denials on page 42).

7. **Resumption of Benefits After Suspension**

When you stop working in Pre-Age 65 or Post-Age 65 Prohibited Employment you must notify the Administrative Manager in writing of the date you stopped working in such employment. Pension

payments will be made to you commencing no later than the third month following the month in which you stopped working in Pre-Age 65 or Post-Age 65 Prohibited Employment. Your initial payment will include previously withheld pension payments for months in which you were not working in prohibited employment, less an offset for any amounts owed the Plan.

8. **Adjustment to Pension for Suspension of Reduced Early Retirement Benefit**

If you receive a 3% per year or 6%-per-year-reduced benefit and that benefit is suspended during the period before you reach age 65, the pension you receive when benefits are again payable will be actuarially adjusted to reflect the payments you received before reaching age 65.

9. **Benefit Accruals While Working in Covered Employment After Retirement**

If after your benefits begin, you work in employment for which contributions are made to the Plan on your behalf, you will receive any additional pension benefit accrual for that employment.

## **X. GENERAL PLAN AND EMPLOYER INFORMATION**

### **A. General Plan Information**

1. **Administration**

The Board of Trustees administers the Plan and acts as the Plan fiduciary, and is the "administrator" as that term is defined in ERISA. The day-to-day operation of the Plan is carried out by an Administrative Manager selected by the Trustees.

The Board of Trustees specifically reserves the discretionary authority to construe and interpret the terms of the Plan document, this Summary Plan Description, the Plan's Trust Agreement and the rules and regulations that the Board may adopt from time to time. The Board also reserves the right to make factual findings, fix omissions and resolve ambiguities in the Plan document, this Summary Plan Description and the rules or regulations. Benefits under the Plan will be paid only if the Board decides, in its discretion, that the applicant is entitled to them.

The current Board of Trustees includes:

**Employer Trustees**

Rick Pumphrey  
TBN Associates, Inc.  
5050 Forbes Boulevard  
Lanham, Maryland 20706

Rick Schmid  
Advanced Specialty Contractors  
7020 Troy Hill Drive, Suite E  
Elkridge, Maryland 21075

Forrest Warman  
Campbell, Gibbons & Assoc. Inc.  
4390 Lottsford Vista Road  
Lanham, Maryland 20706

**Union Trustees**

Lino Cressotti  
Asbestos Workers Local 24  
901 Montgomery Street  
Laurel, Maryland 20707

Brian Cavey  
Asbestos Workers Local 24  
901 Montgomery Street  
Laurel, Maryland 20707

Jonathan Potter  
Asbestos Workers Local 24  
901 Montgomery Street  
Laurel, Maryland 20707

2. **Change of Address of Retiree or Beneficiary**

If you are receiving a benefit and your address changes, you should notify the Fund Office promptly of the change so that there will be no delay in receiving your monthly pension checks.

3. **Request for Information About Your Plan Service Credits or Benefits**

If you have such a request, it must be in writing and sent to the following address:

Asbestos Workers Local No. 24 Pension Fund  
c/o Carday Associates, Inc.  
7130 Columbia Gateway Drive, Suite A  
Columbia, Maryland 21046

Be sure to include with the request your full name, address and Social Security number.

4. **Other Professionals**

**Attorney**

Mooney, Green, Saindon,  
Murphy & Welch, P.C.  
1920 L Street, N.W.  
Suite 400  
Washington, DC 20036

**Auditor**

Daniel A. Winters & Company  
Chadds Ford Professional Center  
6 Dickinson Drive  
Suite 205  
Chadds Ford, PA 19317

**B. Treatment of Pension Benefits**

1. **Assignment of Benefits**

For the protection of your interest and those of your beneficiaries, your benefits under this Plan cannot be assigned and, to the extent permitted by law, are not subject to garnishment or attachment. However, there is an exception to this general rule. If, as a result of a divorce proceeding, your pension benefit becomes subject to a legally binding Qualified Domestic Relations Order as those terms are defined by ERISA, the Trustees are required to pay the benefit accordingly.

A domestic relations order is defined as a court decree or order that relates to child support, alimony, or marital property. A domestic relations order may allocate a portion of your assets in the Plan to your spouse, former spouse, child, or other dependent. The

Administrator will determine the validity of any domestic relations order received and must honor a Qualified Domestic Relations Order. If a Qualified Domestic Relations Order is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. Upon request, you may obtain a copy of the Qualified Domestic Relations Order procedures from the Fund Office without charge.

2. **Taxation of Benefits**

Your monthly pension payments are fully taxable as ordinary income under current Federal law. The Fund Office will furnish you an election form for this purpose. The actual tax you owe, with or without the optional withholding, is, of course, your responsibility.

3. **Death After Benefits Begin**

Notice should be given to the Fund Office of the death of a retired participant or his or her beneficiary. After being notified, the Plan will make a determination as to what benefits, if any, are then payable to an eligible beneficiary.

4. **Determination of Continued Eligibility for Benefits**

If you are receiving benefits, the Fund Office will ask that you complete a form each year in order to determine your continued eligibility for benefits. The completed form must be returned within the specified time period. Pension checks will not be sent until the completed form is received by the Fund Office.

## **C. Plan Funding**

The full cost of your Plan is paid for by contributions made on your behalf by your Employer in accordance with a Collective Bargaining Agreement or other written agreement. A contribution is made for each hour that you work in an amount as set forth in the agreement with your Employer.

The contributions that are made for you are paid into a pension fund. The pension fund is held in trust under a trust agreement. The pension fund will increase through contributions and gains on fund investments. Of course,

the pension fund will also decrease because of benefit payments and will reflect any losses that may result on investments of the fund.

## **D. Plan Termination**

### **1. Pension Benefit Guaranty Corporation**

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

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

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

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan terminates; 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 for the year in which the plan terminates; (2) some or all of the benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough in work covered by the plan; (4) benefits for which you have not met all of the requirements at the time the plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early



retirement monthly benefit greater than your monthly benefit at the plan's normal retirement age; and (6) 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, NW, 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.pbtc.gov>.

2. **Continuation of Plan**

It is intended that the Plan continue indefinitely and meet any foreseeable situations that may occur. To protect against any unforeseen situations, the Trustees reserve the right to change the Plan and, if necessary, discontinue it. If it becomes necessary to terminate the Plan, the assets of the Plan must be used to provide benefits according to the Plan document. Accrued benefits as of the date of Plan termination are 100% vested, regardless of length of Credited Service.

## **E. Your Rights Under ERISA**

As a participant in the Asbestos Workers Local 24 Pension 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:

- É 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.

- É 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.
- É 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.
- É Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a pension benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in 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, 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, EBSA, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA.

You may write to the Board of Trustees at the following address:

Board of Trustees  
Asbestos Workers Local No. 24 Pension Fund  
c/o Carday Associates, Inc.  
7130 Columbia Gateway Drive, Suite A  
Columbia, Maryland 21046

**Employers Under the Plan**

A list of Employers under the Plan and their addresses may be obtained from the Administrative Manager upon written request. Also you may examine this list during normal business hours at the office of the:

International Association of Heat and Frost  
Insulators and Allied Workers Local 24  
901 Montgomery Street  
Laurel, MD 20707

**Collective Bargaining Agreements and Plan Documents**

Your Plan is maintained pursuant to one or more Collective Bargaining Agreements. A copy of the agreements or of the Plan Documents may be obtained from the Administrative Manager upon written request. Also, you may examine the agreements during normal business hours at the office of the Administrative Manager or, within 10 days of a written request to the Administrative Manager, at the office of the Union or at worksites where 50 or more Plan members customarily work. (This booklet is a summary of your benefits only. You should refer to the official Plan document for more information about your benefits. In the event of any conflict between the information in this Plan Summary and the official Plan document, the document will govern.)

A charge may be made to cover the cost of copying materials you request.

**Internal Revenue Service Identification Number Assigned to Board of Trustees: 52-6117923**

**Plan Identification Number: 001**

**Administrative Manager/Agent for Service of Legal Process:**

President  
Carday Associates, Inc.  
7130 Columbia Gateway Drive, Suite A  
Columbia, Maryland 21046

Service of legal process may also be made on any Plan Trustee.

## APPENDIX A

### MERGER OF FORMER LOCAL 11 PENSION FUND

#### Special Supplement to Summary Plan Description for Participants in Local 11 Pension Plan

The information contained in this Supplement covers the special provisions of the Plan pertaining to the merger of the former Local 11 Pension Plan.

- A. *General effect of merger*  
For purposes of this Supplement, the effective date of the merger of the two plans is June 30, 1996.
- B. *If you are retired as of June 30, 1996:*  
Under the terms of the merger, if you began receiving a benefit from the Local 11 Plan before June 30, 1996, you will continue to receive your benefit under the terms of the Local 11 Plan.
- C. *If you were an active employee as of June 30, 1996:*  
If you were a participant in the Local 11 Plan who did not have a one-year break in service under the Local 11 Plan as of June 30, 1996, you will be eligible for a benefit from the Asbestos Workers Local 24 Pension Plan based on the following provisions regarding service credits:
- É Your Past Credited Service in the Local 24 Plan will be based on your years of past service in the Local 11 Plan up to the maximum as set forth in the Local 11 Pension Plan;
  - É Your Future Credited Service in the Local 24 Plan will be based on:
    - your years of future service in the Local 11 Plan as of June 30, 1996, plus
    - your Future Credited Service in the Local 24 Plan accrued after June 30, 1996.

- É Entitlement to a pension benefit under the terms of the Local 24 Pension Plan shall be based solely on Credited Service as provided above.
- É Local 11 Participants shall continue to have their eligibility for pension benefits and the amount of pension benefits determined pursuant to the terms of the Local 11 Pension Plan until June 30, 1996.
- É Following June 30, 1996, the Benefit Unit Rate for Credited Service by Local 11 Participants shall be \$55.00 per Benefit Unit for Credited Service after June 30, 1996. The Benefit Unit Rate for Credited Service by Local 11 Participants prior to June 30, 1996 shall be the Benefit Unit Rate under the Local 11 Pension Plan as of June 30, 1996.
- É Eligibility for retirement after completing thirty years of Credited Service, including past and future service prior to June 30, 1996, regardless of age (ōthirty and outö), shall be available to Local 11 Participants who are Active Participants provided that they complete five years of service, not necessarily continuous, following June 30, 1996, subject to the Normal Break in Service rules.

For purposes of this provision, an Active Participant shall be a Local 11 Participant who has not suffered a Break in Service under the Local 11 Pension Plan during the Plan Year ending June 30, 1996 or who has indicated to the Local 11 or Local 24 Business Offices his availability for work during the Plan Year ending June 30, 1996, and who (i) has at least one Hour of Service during the Plan Year ending June 30, 1997, or (ii) is disabled under an applicable Workersø Compensation law or under the terms of the National Asbestos Workers Medical Fund during the Plan Year ending June 30, 1997.

- É For Active Local 11 Participants whose Annuity Starting Date is on or after June 30, 1996, until July 1, 2001, the amount of the Early Retirement Pension reduction will be ½

of 1 percent (.005) for each of the first 60 months or portion thereof by which the commencement of pension precedes the date on which the Participant will attain age 62 and, if the Participant has not attained age 57, further reduced by 3/10 of 1 percent (.003) for each month or portion thereof by which the commencement of the pension precedes the date on which the Participant will attain age 57.

- É For Active Local 11 Participants who complete five years of service, not necessarily continuous, following June 30, 1996, the amount of the Early Retirement Pension reduction will be 1/2 of 1 percent (or 1/4 of 1 percent for service earned prior to July 1, 2009) for each month by which the commencement of the pension precedes the earlier of:
- (i) the date the Participant will attain age 65 or
  - (ii) the date the Participant would have first satisfied the eligibility conditions for an Unreduced Early Retirement Pension had he continued in employment as an active employee, assuming that he would have been credited with 73 Hours of Service in each month beginning with the month in which his benefit commences.

When you apply for a pension from the Local 24 Pension Plan, you will be able to choose from the benefit payment options available in the Local 24 Plan.

- D. *Death benefits for covered employees*  
Any Local 11 Participant who dies after June 30, 1996 but prior to receiving Retirement Benefits shall be eligible for a lump sum death benefit in an amount computed as follows:
- (i.) any death benefit determined under the Local 11 Pension Plan as of June 30, 1996; plus
  - (ii.) the Local 24 Pension Plan Death Benefit based on contributions made to the Local 24 Pension Plan on the Participant's behalf after June 30, 1996.

In no event shall the total pre-retirement death benefit exceed the maximum limitation on such benefits provided in the Local 24 Pension Plan.

- E. Protection of your Local 11 Plan service*  
Your benefit provided by the Local 24 Pension Plan as of June 30, 1996, based on your service credits as of June 30, 1996, will not be less than your accrued benefit in the Local 11 Plan immediately before June 30, 1996.