

SUMMARY PLAN DESCRIPTION  
FOR  
PLUMBERS & PIPEFITTERS LOCAL  
UNION NO. 396  
SECURITY PLAN

Effective April 1, 2000

Printed January 2001

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### I. INTRODUCTION

Effective April, 2000, the Plumbers & Steamfitters Local Union No. 87 Retirement and Severance Plan merged with the Plumbers and Pipefitters Local 225 Money Purchase Plan and amended and restated effective as of the same date. The Plan is now known as the Plumbers and Pipefitters Local Union No. 396 Security Plan.

The purpose of the Plan continues to be to reward eligible Employees for long and loyal service. It may also provide certain benefits in the event of death, disability, or other termination of employment. The Plan is for the exclusive benefit of the eligible Employees and their Beneficiaries.

This Plan is designed to supplement benefits provided to you through Social Security. Only after a contribution is made to your Security Account do you participate in its benefits. When you retire, you will be entitled to receive the value of the amounts which have accumulated in your Security Account.

This Summary Plan Description ("SPD") is a brief description of the Plan and Trust Agreement (the "Plan") and has been provided in compliance with the Employee Retirement Income Security Act of 1974. It is not meant to interpret, extend or change the Plan in any way. The provisions of the Plan can only be determined accurately by consulting the Plan itself. A copy of the Plan is on file at the Fund's office and may be read by any Participant at any reasonable time. In the event of any discrepancy between this SPD and the actual provisions of the Plan, the Plan shall govern.

## II. DEFINITIONS

1. **Compensation** means the total earnings paid to you for a Plan Year. Effective for Plan Years beginning in 1993 or later, compensation in excess of \$150,000 (as indexed) will not be considered.
2. **Eligibility** to participate means a person who works within the employment of an Employer obligated to make contributions to the Fund on his behalf. The Trustees shall determine the eligibility of each Employee for participation in the Plan based upon information furnished by the Employer.
3. **Employer** means an association of individual Employers, the members of any association of individual Employers and any person, firm, corporation, partnership, association, trust, or trustee, in the industry who has a Collective Bargaining Agreement or other written agreement requiring periodic payments into the Trust Fund. For the sole purpose of making contributions on behalf of its officers and salaried employees, the Union shall also be considered an Employer.
4. An **Hour of Service** will be credited for:
  - (A) Each hour you are directly or indirectly paid or entitled to payment by the Employer for services which you perform;
  - (B) Each hour for back pay awarded or agreed to by the Employer without regards to mitigation of damages;
  - (C) Each hour for which you are absent from work due to (1) such Employee's pregnancy, (2) the birth of such Employee's child, (3) the placement of a child with such Employee in connection with the adoption of such child by the Employee, or (4) caring for such child for a period of beginning immediately after such birth or placement. Hours of Service pursuant to this subparagraph (C) shall be credited only to the extent they would have been credited but for such absence, or is such number of Hours of Service cannot be determined, at the rate of eight Hours of Service per day of absence. In no event, however, shall more than one hour of service be credited pursuant to this paragraph (C) in the Plan Year such absence begins. Notwithstanding the foregoing, no Hour of Service shall be credited under this paragraph (C) unless the Employee furnishes the Board of Trustees with such information as the Board of Trustees may require to establish (i) that the Employee's absence from work is due to the reasons described herein and (ii) the number of days for which there was such an absence. Hours of Service under subparagraph (C) shall not apply (1) unless the Employee was in the active service of an Employer immediately prior to such absence, or (2) prior to January 1, 1985; and
  - (D) Each hour for which you are absent from work due to military service in the Armed Forces of the United States, for the sole purpose of determining whether a Break in

Service has occurred. Hours of Service pursuant to this subparagraph (D) shall be credited only to the extent they would have been credited but for such absence, or if such number of Hours of Service cannot be determined, at the rate of eight Hours of Service per day of absence. In no event, however, shall the number of Hours of Service credited pursuant to this subparagraph (D) exceed the minimum number of Hours of Service needed to prevent the occurrence of a Break in Service in the Plan Year such absence begins. However, if in the Plan Year such absence begins, you had earned a sufficient number of Hours of Service to prevent the occurrence of a Break in Service without regarding to this subparagraph (D) you shall be credited with the minimum number of Hours of Service needed to prevent the occurrence of a Break in Service during the Plan Year which immediately follows the Plan Year in which the absence begins.

5. **Plan means** the official name of retirement plan and trust to which this summary applies all of which shall be known as the Plumbers & Pipefitters Local Union No. 396 Security Plan, previously known as the Plumbers and Steamfitters Local Union No. 87 Severance Pay and Retirement Plan.
6. **Plan Year** means each 12 month period beginning on April 1st and ending on March 31st.
7. **Qualified Rollover** means the payment of your benefits to an individual retirement arrangement (IRA) or to another qualified collectively-bargained employee benefit plan. This type of payment may allow your benefits to remain sheltered from taxation.
8. **Security Account** means the value of the account maintained on your behalf to accept contributions, income, gains/losses and any other credits or charges provided for in the Plan.
9. **Union** means Local Union No. 396 of the United Association of the Plumbing and Pipefitting Industry of the United States and Canada.

### III. PLAN ADMINISTRATION

PLAN NAME:  
Plumber & Pipefitters Local  
Union #396 Security Plan

PLAN YEAR:  
April 1<sup>st</sup> to March 31<sup>st</sup>

EMPLOYER IDENTIFICATION  
NUMBER: 34-6638626

PLAN SPONSOR:  
Board of Trustees, Plumbers &  
Pipefitters Local #396 Security Plan

PLAN NUMBER: 001

SPONSOR'S ADDRESS

ORIGINAL EFFECTIVE DATE:  
April 1, 2000

& PHONE NUMBER:  
493 Bev Rd.  
Building 3  
Boardman, Ohio 44512  
(330) 758-4596

#### BOARD OF TRUSTEES:

##### Union Trustees

David Arbogast  
3637 Boston, SE  
Warren, Ohio 44484

Mr. Charles Bero  
55 Linford Lane  
New Middletown, Ohio 44442

Mr. Gerald Lewis  
123 Danbury Drive  
Youngstown, Ohio 44512

Herbert Snyder  
1411 Bradford  
Warren, Ohio 44485

##### Employer Trustees

Robert Antenucci  
Antenucci, Inc.  
1493 Phoenix Road, NE  
Warren, Ohio 44483

Wesley Prout  
Prout Boiler, Heating and Welding, Inc.  
3124 Temple Street  
Youngstown, Ohio 44510

Ron Schulz  
PHCC of Eastern Ohio  
755 Boardman-Canfield Road  
Bldg. F6  
Youngstown, Ohio 44512

John Wilaj  
Conti Corporation  
527 West Wood Street  
Lowellville, Ohio 44436

The Union and Employer(s) shall appoint individuals to a Board of Trustees which will be the Plan Administrator. The Plan Administrator performs a wide range of activities which include keeping records and reports. The Plan Administrator is also responsible for receiving any and all legal papers for the Plan. These papers should be delivered personally to the Plan Administrator. The address and the telephone number of the Plan Administrator are the same as that of the Plan Sponsor.

Legal papers may also be served upon the Trustees. The Trustees are responsible for the investment of the Plan assets. They may appoint such persons or companies as they deem necessary to carry out their responsibilities.

#### IV. PARTICIPATION & SERVICE

##### **Participation**

For purposes of this Plan, an Employee is:

- 1) any person who is in the collective bargaining unit represented by the Union in the active service of one of the Employers on or after January 1, 1982;
- 2) a salaried Employee of the Union, provided contributions are made in like manner and amount as Employees who are parties to the collective bargaining agreement with the Union;
- 3) Employees, if any, of this Trust Fund who have been proposed and accepted for benefits of the Fund by the Trustees, and for whom the Trust Fund makes contributions in the amount and on the basis as other Employers; or
- 4) A person, represented by or under the jurisdiction of the Union, who shall be employed by a governmental unit or agency which makes authorized contributions to the Fund at the rate of payment equal to that of other Employers.

Any Employee of an Employer may participate in the Plan. You become a Participant in the Plan on the date you work within employment of an Employer obligated to make contributions to the Fund on your behalf.

If you become employed in a classification of Employees who are not eligible to participate in the Plan, your Security Account will continue to be credited with investment earnings; however, you will no longer be eligible to share in Employer contributions. Distribution of your Security Account will not begin until you terminate your employment with the Employer, except for certain withdrawal provisions available to Former Participants of the Plumbers and Pipefitters Local 225 Money Purchase Plan.

Your participation in the Plan will cease when you become a Terminated Employee on the date you die or retire.

A Terminated Employee is an Employee who has either:

- 1) Fully and permanently withdrawn from the industry or resigned from all Covered Employment with any Contributing Employer, as evidenced by no Employer contributions for a consecutive seven (7) month period; or
- 2) completely and permanently relocated outside the jurisdiction and employment with a Contributing Employer and has had no contributions paid on his behalf on the Fund's records for a period of seven, (7) consecutive months. Final determination as to an Employee's classification as a Terminated Employee shall rest with the Trustees.

## V. CONTRIBUTIONS

All contributions to your Security Account are made by your Employer. Voluntary contributions by a Participant shall not be permitted.

## VI. ROLLOVERS

Roll-over contributions in a lump-sum form of distribution from a qualified, collectively-bargained Pension, Profit-Sharing or Retirement Plan shall be permitted. With the consent of the Trustees, amounts may be transferred from other qualified plans by you, provided that the trust from which such funds are transferred permits the transfer to be made and the transfer will not jeopardize the tax exempt status of this Fund or create adverse tax consequences for the Employers. The amounts transferred shall be fully vested at all times and shall not be subject to forfeiture for any reason. The amounts transferred shall be invested as part of the general Fund. Any distributions of these amounts shall be made in a manner consistent with the provision of the Plan.

Prior to accepting any rollover transfers the Trustees may require you to establish the amounts to be transferred to this Fund, meet the above requirements and may also require you to provide an opinion of counsel satisfactory to the Trustees that the amounts to be transferred meet the above requirements.

## VII. ALLOCATIONS

The Trustees allocate the Employer contribution and investment earnings of the Trust Fund to your Security Account as of the last day of March of each Plan Year.

### **Employer Contributions**

Your share of the Employer contributions depends upon the amount agreed upon periodically under the Collective Bargaining Agreement in effect between the Union and Employers.

### **Income Allocation**

On the last day of March, the Trustees are required to make a determination of the value of the Plan's Trust Fund based on investment earnings. Your share of this value depends on the ratio of your Security Account to the total of all the Retirement Accounts in the Fund.

#### **Example:**

Assume that at the end of the 2000-01 Plan Year, the total value of your Plan's Trust Fund was \$500,000 and that your Security Account was worth \$5,000. During the 2000-01 Plan Year, contributions of \$1,000 were credited to your account. Now assume that at the end of March, 2001, the earnings of the Fund are \$50,000. Your share of the Fund earnings is calculated as follows:

Your Security Account, \$5,000 divided by the total Fund of \$500,000 equals .01 or 1%. 1% of \$50,000 equals \$500, which is your share of the Fund earnings.

Your Security Account at the end of March, 2001 is then worth:

Opening Balance	\$5,000
Contributions	1,000
Earnings	<u>500</u>
Ending Balance	\$6,500

Our example assumes the Trust Fund grew in value. However, sometimes investments do not work out so well. It is possible that, in a given year, the Trust Fund may have less value at the end of the year than it had at the beginning of the year. If this happens, your Security Account may have less value than it had the year before.

### **Limitations on Contributions**

There is a limit on the amount of contributions which may be allocated to your Security Account. The application of this limitation may result in a reduced Employer contribution to your Security Account in any given Plan Year. The Internal Revenue Code provides that the "Annual Additions" allocated to your accounts, under this Plan and any other defined contributions plans maintained by the Employer may not exceed the lesser of:

- 1) \$30,000 (this figure may be adjusted from time to time to reflect increases in the cost of living), or
- 2) 25% of your Compensation.

"Annual Additions" are, for your specific plan, the Employer contributions.

## VIII. VESTING

Vesting means that you are entitled to your Security Account without the requirement of continuing your employment. When your account is vested, it is "non-forfeitable" (it can never be taken away from you). Your Security Account is fully vested (100% vested) at all times.

## IX. PAYMENT OF BENEFITS

There are three (3) types of retirement under the Plan: Normal Retirement, Late Retirement and Disability Retirement. In addition, the Plan has a Withdrawal feature which can be used by some Participants age 25 and older and a Termination Benefit for Former Participants of the Plumbers and Pipefitters Local 225 Money Purchase Plan.

### **Normal Retirement**

Your Normal Retirement Date may be the first day of the month coincident with or next following your 65th birthday.

### **Late Retirement**

You may elect to take Late Retirement any time after your Normal Retirement Date. Contributions will continue to be made on your behalf until you actually retire.

### **Disability Retirement**

If you suffer a Total and Permanent Disability, you will receive the total value of your Security Account after satisfactory proof of your Disability has been shown.

You will be eligible to retire if a medical examiner certifies that you have suffered a Total and Permanent Disability, and that your disability prevents you from engaging in gainful employment for wages or profit at your trade or profession. The Trustees may also consider your qualification for disability benefits under Social Security as suitable evidence of Total and Permanent Disability.

### **Withdrawal**

If you have attained the age of 25 you may elect to withdraw at any time all or any portion of the total vested balance in this Security Account. For Former Participants of the Plumbers and Pipefitters Local 225 Money Purchase Plan this benefit form shall only be available for monies contributed to the Participant's Security Account on or after June 1, 1999.

### **Termination Benefits (Participants of Plumbers Local 225 Money Purchase Plan)**

If you are a Former Participant of Plumbers and Pipefitters Local 225 Money Purchase Plan and have not performed work within the jurisdiction of the Union during a ninety (90) day period (as verified by the records of Local 396) or signed a reciprocal agreement with another

local union for such period, then you shall be entitled to the full value of your Security Account for contributions made for hours worked prior to June 1, 1999 and you shall have a right to request such a Termination Benefit.

### **Payment of Benefits**

Retirement benefits resulting from a Normal, Late or Disability Retirement or a Withdrawal or Termination shall be payable in accordance with one of the following methods:

**Single Participants:** If you are not legally married on the date you are entitled to commence benefit payments, you will automatically receive your benefit in the form of a life annuity, which means you will receive payments for as long as you live. You may, however, choose to receive your benefit in one of the following methods:

- (A) Annuity payable for your lifetime.
- (B) In a lump sum payment in cash.
- (C) Payments of principal in as nearly equal periodic installments as conditions will allow over a period not to exceed the lesser of:

- 1) thirty (30) years; or
- 2) the joint life expectancy of the Participant and his designated Beneficiary

**Married Participants:** If you are legally married on the date you are entitled to begin benefit payments, the Trustees shall purchase an annuity contract with your Security Account with payment in the form of a Qualified Joint and 50% Survivor Annuity. This means that upon your death, your surviving Spouse, if any, shall receive 50% of the monthly benefit you were receiving prior to your death. Alternatively, you may elect a Joint and 75 % or 100% Survivor Annuity, which would provide you with a lower monthly benefit, but with a larger percentage of your original benefit continuing to your Spouse upon your death.

You will have a 90 day period prior to the date on which your benefits are to begin to elect out of this form of payment. Your election out of this form of payment must be consented to by your Spouse and witnessed by a Plan representative or a notary public. If proper election is made to waive this payment form, distribution may be made in accordance with any of the options available to single Participants as described above.

Normally, the Trustees will begin making benefit payments to you within a reasonable time after you notify them of your intent to retire and have completed the retirement election forms. If you should terminate employment prior to your Normal Retirement Date with a vested benefit, your deferred vested benefit will be payable to you within 60 days of the end of the Plan Year in which you attain your Normal Retirement Date.

The Trustees will make earlier payment available to you. However, your consent must be obtained for any lump sum distribution in excess of \$5,000. If you are legally married, your Spouse must also consent to this earlier distribution.

**Claims and Appeals Procedure**

(A) A Participant, Beneficiary or their authorized representative may file with the Plan Administrator a claim for benefits under the Plan. The claim shall be in writing, stating the basis of the claim, and authorizing the Plan Administrator to conduct all necessary investigations into the claim.

(B) The Plan Administrator shall make all determinations regarding the validity of the claim. Upon any partial or total denial of the claim for benefits, the Plan Administrator shall deliver or mail a Notice of Denial to the claimant within ninety (90) days of the filing of the claim.

(C) The notice shall be written in a manner calculated to be understood by the claimant, and shall contain:

- (1) the specific reasons for the denial;
- (2) specific reference to pertinent plan provisions on which the denial was based;
- (3) a description of any additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is necessary; and
- (4) appropriate information as to the steps to be taken if the claimant wishes to submit his claim for review.

(D) You or your authorized representative may appeal the decision of the Plan Administrator by written notice received by the Board of Trustees within sixty (60) days of the mailing of the notice of non-approval. The written notice only needs to state the your name, address, and the fact that you are appealing from the decision of the Board of Trustees, giving the date of the decision appealed from. The appeal shall be addressed as follows:

Board of Trustees  
Plumbers & Pipefitters Local Union No. 396 Security Fund  
P.O. Box 230  
Niles, OH 44446

(E) Prior to a determination on the appeal, you or your authorized representative may have an opportunity to review necessary and pertinent documents upon which the denial in whole or in part is based and may submit written issues and comments pertinent to the appeal.

(F) The Board of Trustees shall consider your appeal of a benefit claim no later than its regular quarterly meeting, which immediately follows the receipt of the notice of appeal, unless such notice was filed within thirty (30) days preceding the date of such meeting. If the notice of appeal was received within thirty (30) days prior to the next regular quarterly meeting, the Board of Trustees may consider the appeal at the second regular quarterly meeting following the receipt of the notice of appeal.

(G) If special circumstances exist regarding a benefit claim, the Board of Trustees may take an extension of time, to the next regularly scheduled meeting, to review the claim, provided that you or your representative are given a notice describing the special circumstances prior to the expiration of the original review period.

(H) After consideration of the appeal as above, the Board of Trustees shall advise you or your representative of its decision in writing within fifteen (15) days following the meeting at which the appeal was considered. The decision of the Board of Trustees shall set forth specific reasons for their conclusions and shall be written in a manner calculated to be understood by you and shall make references to the pertinent Plan provision(s) upon which the decision is based. The decision shall be final and binding upon you unless further appealed as provided in Section J below.

(I) A full hearing before the Board of Trustees shall be held when:

- (1) The Board of Trustees determines, prior to making a decision on appeal, that a hearing is necessary. In such event, the Board of Trustees shall notify you or your representative of the date, time, and place set for a full hearing on the your appeal by regular mail addressed to you as shown on the notice of appeal.
- (2) You or your representative request a full hearing before the Board of Trustees by written notice within fifteen (15) days after receipt of the Board of Trustees' decision on appeal. The written notice needs to state only your name, address, and the fact that you are requesting a full hearing before the Board of Trustees, giving the date of the decision of the Board of Trustees.
- (3) In no case shall the date for the hearing set forth in (I)(1) or (I)(2), be set for a time later than the third regular meeting of the Board of Trustees following the receipt of the original notice of appeal. A claimant, who had a hearing under (I)(1) shall not be entitled to a hearing under (I)(2).

The Hearing:

- (4) A full written report shall be kept of the proceedings of the hearing.
  - (a) In conducting the hearing, the Board of Trustees shall not be bound by the usual common law or statutory rules of evidence.
  - (b) You or your attorney shall have the right to review the written record of the hearing, make a copy of it and file objections to it.
  - (c) There shall be copies made of all documents and records introduced at the hearing, attached to the record of the hearing, and made a part of it.
  - (d) All information upon which the Board of Trustees based its original decision shall be disclosed to you or your representative at the hearing.
  - (e) In the event that additional evidence is introduced by the Board of Trustees which was not made available to you prior to the hearing, you shall be granted a continuance of as much time as you desire, not to exceed thirty (30) days.
  - (f) You shall be afforded the opportunity of presenting any evidence on your behalf. If you offer new evidence, the hearing may be adjourned for a period of not more than thirty (30) days so the Board of Trustees may, if they wish, investigate the accuracy of your new evidence or determine whether additional evidence should be introduced.

(J) After consideration of the appeal, the Board of Trustees shall advise you or your representative of its decision in writing within fifteen (15) days following the hearing at which the appeal was considered. The decision of the Board of Trustees shall set forth specific reasons for their conclusion, shall be written in a manner calculated to be understood by you and shall make reference to the pertinent Plan provisions upon which the decision is based. This decision shall be final and binding upon you.

**Dormant Account**

The Trustees may make a cash-out of your Security Account if the account balance is \$5,000 or less and the account has been dormant for at least two (2) years, after the Plan Administrator had conducted a due diligence search including, but no limited to at least one (1) search made through a commercial locator service. A Dormant Account shall be defined as an account which has had no contributions for at least one (1) year. The Trustees may make a lump-sum payment of Five Thousand Dollars (\$5,000) or less to a Participant without a Qualified Joint and Survivor Benefit waiver being completed. Furthermore, a security account

that has been dormant for one (1) year shall be assessed with a \$25 administrative fee, on a quarterly basis.

## X. DEATH BENEFITS

If you should die after your benefit payments have begun, the amount and form of death benefits payable to your Beneficiary will depend upon the method of benefit payment you were receiving at the time of your death.

### **Married Participant**

If you are married at the time of your death, 50% of your Security Account balance will be used to purchase a deferred annuity for your surviving Spouse. The annuity will be payable for the remainder of your Spouse's lifetime with payments to begin on what would have been your Early Retirement Date. The size of the monthly payments will depend upon your Spouse's age and the value of your Security Account at the time of your death. Your Spouse may, however, choose a different form of benefit payment. The remaining portion of your Security Account will be payable to your designated Beneficiary in installments or a single lump sum, at the discretion of your Beneficiary. You, may designate such Beneficiary on a form to be supplied by the Trustees.

You have the right to waive the survivor annuity form of payment and designate all of your benefits to be paid to the Beneficiary of your choice if your Spouse consents to such a waiver. Your Spouse's consent must be in writing, witnessed by a Plan representative or notary on a form to be supplied by the Plan Administrator and acknowledge the specific non-spouse Beneficiary. If you change your designation, your Spouse must again consent to the change.

**Because your Spouse participates in the election and has certain rights in the death benefits, you should immediately notify the Plan Administrator of any change in your marital status.**

### **Single Participants**

If you are single at the time of your death, the full value of your Security Account will be paid to your Beneficiary in accordance with your designation. You may designate any Beneficiary to receive all of your death benefits, on a form to be supplied by the Trustees.

## XI. MISCELLANEOUS PROVISIONS

### **Taxation of Benefits**

If your benefit payments are made in a series of installments to be paid over more than one year, the taxable portion of your distribution will be taxed to you each year as ordinary income. However, if you receive a total distribution of your benefit, you may reduce, or defer entirely, the tax due on your distribution through the use of one of the following methods:

- 1) Rollover of all or a portion of the taxable portion of your distribution to an IRA or another qualified employer plan. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution must be made within strict time frames (normally within 60 days after you receive your distribution). Further, under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment.
- 2) Subject the distribution to favorable income tax treatment available under current Federal Tax Laws.

When you receive a distribution, the Trustees will deliver to you a more detailed explanation of these options; however, you should consult qualified tax counsel before making a choice.

### **Employer Recovery of Contributions**

The Employer can only recover contributions made in error. Under the terms of your Plan, all contributions made by the Employer must be used for the benefit of the Plan's Participants and their Beneficiaries. Under no circumstances can the Employer or other persons use such funds for purposes other than the exclusive benefit of Plan Participants or Beneficiaries.

### **Government Insurance on Benefits**

Because your Plan is a defined contribution plan, there is no need to insure your account. Contributions are credited directly into your own Security Account. All of the benefits in your Security Account are fully vested. Recognizing this, the government exempts defined contribution plans from buying termination insurance.

### **Alienation of Accounts**

Generally, Participants' interests in their Accounts, including their Vested interests may not be alienated. This means they may not be sold, used as collateral for a loan, given away, or otherwise transferred. Also, Participants' creditors may not attach, garnish or otherwise interfere with Participants' accounts. Also, if at the time a Participant or his Beneficiary is entitled to receive a benefit, he is indebted to the Plan, the Trustees will first satisfy that debt before paying the benefit over to the Participant or Beneficiary. Moreover, the Trustees may alienate the Security Account of a Participant who has committed a fiduciary breach of their duty to the Plan or who has committed criminal acts with respect to the Plan.

This provision is in effect except for a Qualified Domestic Relations Order. Under federal law if your Spouse or other qualified Beneficiary obtains a Qualified Domestic Relations Order that provides payment of any part of your Security Plan and is consistent with Plan provisions, then the Administrator of your Plan must accept the Qualified Domestic Relations Order and pay the benefits accordingly. A copy of the Plan's internal procedure for the processing of Qualified Domestic Relations Orders may be obtained from the Administrative Manager.

The term “Qualified Domestic Relations Order” shall mean a Domestic Relations Order which creates or recognizes the existence of an Alternate Payee’s right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan which clearly specifies:

- 1) The name and the last known mailing address (if any) of the Participant or Former Participant and the name and mailing address of each Alternate Payee covered by the Order;
- 2) The amount or percentage of the Participant’s or Former Participant’s benefits to be paid by the Plan to each such Alternate Payee, or the manner in which such amount or percentage is to be determined;
- 3) The number of payments or period to which such Order applies; and
- 4) Each Plan to which such Order applies.

In addition, a Domestic Relations Order will be considered a Qualified Domestic Relations Order only if such Order:

- 1) Does not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan;
- 2) Does not require the Plan to provide increased benefits (determined on the basis of actuarial value) and;
- 3) Does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another Domestic Relations Order previously determined to be a Qualified Domestic Relations Order.

### **Plan Termination**

The Trustees of the Plan have the right at any time to terminate the Plan. Upon such termination, contributions made on your behalf will cease. The Trustees may direct that either benefits be distributed to you and all other Participants in one lump-sum payment as soon as practicable, or the Trust be continued and benefits be distributed at the same time and in the same manner as if the Plan had not been terminated.

## **XII. ERISA RIGHTS**

As a Participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator’s office and at other specified

locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

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

#### **Prudent Actions by Plan Fiduciaries**

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

#### **Enforce Your Rights**

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

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

### **Assistance with Your Questions**

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

If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor Management Services Administration, Department of Labor or the Pension and Welfare Benefit Administration office located as follows:

U.S. Department of Labor  
Pension & Welfare Benefits Administration  
1730 K Street  
Suite 556  
Washington, DC 20006  
(202) 254-7013

or

U.S. Department of Labor  
Pension & Welfare Benefits Administration  
1885 Dixie Highway  
Suite 210  
Ft. Wright, KY 41011-2664  
(859) 578-4680