

Idaho Plumbers and Pipefitters Pension Plan

**Summary Plan Description
December 2006**

To All Participants:

We are pleased to provide you with this booklet – the Summary Plan Description – describing the benefits of the Idaho Plumbers and Pipefitters Pension Plan (the “Plan”). This booklet includes changes made to the Plan through December 2006, and summarizes how benefits are earned and how they are paid. If your **active participation** in the Plan ended before December 1, 2006, the terms of the Plan that apply to you may be different, and you should consult prior versions of the Summary Plan Description.

Although the principal provisions of the Plan are described, not all details are covered. If there is any ambiguity or conflict between this summary and the official Plan document, the Plan document will govern. Copies of the Plan document may be obtained from the Administrative Office.

Note that capitalized terms in this Document have specific meanings. Please refer to the Glossary beginning on page 23.

We urge you to become familiar with this booklet. Keep it with your other important papers so you may refer to it when you end employment or retire. If you lose your copy, you may obtain another by contacting the Administrative Office:

Idaho Plumbers and Pipefitters
575 North Ralstin, Suite B
Meridian, Idaho 83642
Telephone: (208) 288-1610

You may also contact the Administrative Office if you have questions about the Plan. The staff will be happy to assist you.

Sincerely,

Board of Trustees

Union Trustees

Rodney Fuger, Chairman
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The Board has the sole, exclusive, and discretionary authority to make any and all determinations under the Plan, including eligibility for benefits, amount of benefits payable, and the meaning of Plan language. The Administrative Office is the only party authorized by the Board of Trustees to answer questions about the Trust and the Plan. No Trustee, Employer, Employer Association, or Labor Organization, nor any of their employees or representatives, has any authority in this regard.

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A BRIEF LOOK AT YOUR PENSION PLAN

Participation

Your participation automatically begins when:

- Your employer is required to contribute to the Plan on your behalf under a Collective Bargaining Agreement or Special Agreement, and
- You have earned at least one Covered Hour.

Accrued Benefit

Your accrued benefit is the sum of your future service benefit, your past service benefit (if any), and your old benefit (if any), as described beginning on page 12.

Vesting

You become vested in your Plan benefit on the earliest of the following dates:

- The date you complete 5 years of vesting service, as described on page 11, or
- Your normal retirement date, as described on page 19.

Early Retirement

You are eligible to retire early and receive a benefit reduced for age if you are from age 57 through 61, have terminated employment and have 10 years or more of vesting service (excluding years of vesting service before your Montana Union Entry Date, if applicable).

Normal Retirement

You are eligible to retire and receive a benefit unreduced for age if you are:

- Age 62 or older with at least one Covered Hour after May 31, 1989 (May 31, 1999 for Non-Construction Participants) and:
 - Have 5 years of vesting service;
 - Have 5 years of Credited Future Service; or
 - Reach the 5th anniversary of your initial Covered Hour with at least one Covered Hour or Contiguous Non-Covered Hour on or afterwards.

- Age 57 through 61 and:
 - Have 1,800 Covered Hours (without an intervening Break-in-Service) including at least one Covered Hour after attaining age 57 and at least one Covered Hour after May 31, 1989 (May 31, 1999 if you are a Non-Construction Participant); and
 - Have 10 years of vesting service (excluding years of vesting service before your Montana Union Entry date, if applicable).
- Age 55 through 61 and the sum of your age plus years of Credited Service is at least 85.

Late Retirement

If you do not elect in writing to begin receiving benefits on your normal retirement date, you will have a late retirement date, which will be the earlier of:

- The first day of any month following your normal retirement date that you elect for your retirement date, or
- April 1 following the calendar year you reach age 70½.

To elect any retirement date and begin receiving benefits, you must submit an application and all required information to the Administrative Office. Generally, your retirement date cannot be earlier than the date you receive the written explanation of your payment options from the Administrative Office, as described on page 25. However, if you earned a Covered Hour before June 1, 2004 and you meet certain requirements, you may elect a retroactive retirement date as described on page 26.

Retirement Payment Options

Regardless of when you retire, you may choose from the following payment options:

- **Monthly Life Annuity**, which pays you a monthly benefit for your lifetime.
- **Monthly Life Annuity with a Period Certain**, which pays you a monthly benefit for your lifetime but in no event less than your choice of 60, 120, or 180 months. If you die before receiving the applicable number of monthly payments, the remaining payments will be made to your beneficiary.
- **Joint & Survivor Annuity**, which pays you a monthly benefit for your lifetime and, if you die first, a specified percentage of your monthly benefit (50%, 66⅔%, or 100%) will be paid to your Spouse for his or her lifetime.
- **Pop-Up Joint & Survivor Annuity**, which pays you a monthly benefit for your lifetime. If you die first, a specified percentage of your monthly benefit (50%, 66⅔%, or 100%) will be paid to your Spouse for his or her lifetime; if your Spouse dies first, your future monthly benefit will increase to the amount you would have received if you had elected a Monthly Life Annuity when you retired.

Disability Benefits

You are eligible to receive a disability benefit if:

- You meet the Plan's requirements for a temporary (auxiliary) or a permanent disability benefit,
- You submit proof of disability and an application for disability benefits that are approved by the Trustees, and
- You work at least 501 Covered Hours in the plan year of disability (or in either of the previous 2 plan years).

Disability benefits are Actuarially Reduced for each year you are under your age 62 normal retirement date, but never less than 50% of what your benefit would be at age 62.

The Plan offers two types of disability benefits:

- An *Auxiliary Disability Benefit* paid for a maximum of 24 months during your lifetime, and
- A *Permanent Disability Benefit* paid over your lifetime.

Survivor Benefits

If you die, survivor benefits depend on when you die, your marital status, and whether you are vested. (**You are considered not married if you have been married for less than one year.**)

- If You Die Before Retirement
 - **If you are married and you are vested**, your Spouse will receive a lifetime benefit.
 - **If you are not married or if you are not vested**, your beneficiary will receive a lump sum equal to the greater of \$2,000 or 24 times your monthly accrued benefit.
- If You Die After Retirement
 - **If you are married**, your Spouse may be eligible for a special lump sum benefit if you die within 24 months following your retirement date. Any other survivor benefit for your Spouse will depend on the form of payment you selected when you retired.
 - **If you are not married**, your beneficiary may be eligible for a special lump sum benefit if you die within 24 months following your retirement date. Any other survivor benefit payable to your beneficiary will depend on the form of payment you selected when you retired.

HOW THE PLAN WORKS

This Plan is a defined benefit pension plan that provides you with a monthly income payment when you retire.

You become a Plan participant once your employer is required to begin contributing to the Plan's trust fund for the Covered Hours you complete under the Plan. The amount your employer contributes is determined by your Collective Bargaining Agreement or by a Special Agreement with the Trustees. Each year, as long as you work a minimum number of Covered Hours, you earn a benefit under the Plan. The benefit earnings rate is determined by the joint labor-management Board of Trustees who maintain and administer the Plan. You vest, or become entitled to this benefit, after you complete a minimum amount of service for one or more Participating Employer(s).

You may start receiving your vested benefit once you meet the age and service requirements for normal or early retirement. If you begin early retirement benefits, your benefit will be reduced because it's expected to be paid for a longer period of time. You can choose from a variety of payment methods to meet your particular needs at retirement. In addition, the Plan provides special benefits in case you become totally and permanently disabled, or in case you die.

Your benefit under this Plan is paid in addition to the Social Security benefit you are entitled to receive, along with any amount(s) you may receive from other retirement plan(s).

PARTICIPATION

Your participation in the Plan automatically begins when you have earned at least one Covered Hour and employer contributions are made (or required to be made) on your behalf, in accordance with:

- A Collective Bargaining Agreement with the Idaho State Pipe Trades Association and UA Local Unions 296 and 648, or with Montana UA Local Union 41, or
- A Special Agreement with the Board of Trustees.

To find out whether a particular employer contributes to the Plan, contact the Administrative Office.

To participate in this Plan, you must be considered an employee under the Taft-Hartley Act. Sole proprietors and partners, for example, are not eligible for Plan participation.

You are no longer a Plan participant upon the earlier of (a) the date you are no longer entitled to any benefits under the Plan, or (b) the date you terminate employment with your Participating Employer without a vested right in your accrued benefit.

CONTRIBUTIONS TO THE PLAN

The Plan is funded by your employer's contributions and the trust's investment returns. The amount of this contribution is determined by your employer's Collective Bargaining Agreement with your local Union, or by the Special Agreement your employer has with the Trustees. There is no direct cost to you.

Prior to May 31, 1969 (August 21, 1977 for Non-Construction Participants), participants were required to make employee contributions as a condition of Plan participation. If you are one of these participants, your mandatory employee contributions remaining in the Plan are credited with interest annually.

If you have a Break-in-Service (as described on page 17) before you are eligible for retirement, you may apply to withdraw your mandatory employee contributions and accumulated interest. To do this, you must apply in writing 60 days prior to withdrawal and, if you are married, your Spouse must sign the application in the presence of a notary public or Plan representative. Any withdrawal will reduce the accrued benefit you receive from the Plan when you retire. Further, if you withdraw your contributions before you are fully vested, you will have no further rights in the Plan. However, if you are a non-vested participant who has withdrawn your mandatory employee contributions and you again become a participant, the full amount of your benefit earned to the date of termination shall be reinstated if you repay to the Plan the amount of your withdrawn employee contributions plus interest.

MEASUREMENT OF SERVICE

Benefits under the Plan are determined by the amount of service you complete with Participating Employers. This section explains how the Plan measures service.

Hours of Service

You earn an Hour of Service for each hour you are paid or entitled to payment by your Participating Employer on account of your performance of duties. You also earn an Hour of Service for each hour you are paid or entitled to payment by your employer on account of a period of time during which you perform no duties (irrespective of whether your employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. However, you cannot earn more than 501 Hours of Service under this rule on account of any single continuous period during which you perform no duties.

There are three types of Hours of Service: Covered Hours, Non-Covered Hours, and Contiguous Non-Covered Hours.

Covered Hours of Service

Covered Hours are the Hours of Service for which your employer is required to contribute to the Plan. They are used to determine your years of vesting service and your Credited Future Service and to calculate part of your accrued benefit. They are also used to determine whether you have a Break-in-Service, as described on page 17. They may also be used to establish your eligibility for a retirement or disability benefit.

Non-Covered Hours of Service

Non-Covered Hours consist of your Hours of Service in a job classification for which your employer is not required to contribute to the Plan.

Contiguous Non-Covered Hours of Service

Contiguous Non-Covered Hours are Non-Covered Hours that you earn with an employer that precede or follow Covered Hours you earn with the same employer, provided no quit, discharge, or retirement occurs between the Covered and Non-Covered Hours. Contiguous Non-Covered Hours are credited, to the extent required by law, to determine your years of vesting service and whether you have a Break-in-Service.

Credited Service

Credited Service is made up of your Credited Future Service and Credited Past Service.

Credited Future Service

Credited Future Service means the Covered Hours you earn after your Unit Entry Date (i.e., the date your employer was first required to contribute for your unit). You earn a year of Credited Future Service for each plan year (June 1 through May 31) you work at least 1,800 Covered Hours. If you work fewer than 1,800 Covered Hours in a plan year, you'll earn a partial year of Credited Future Service. For example, if you only work 900 Covered Hours in a plan year, you will earn a ½ year of Credited Future Service. For plan years after May 31, 2005, you will not receive any Credited Future Service (for benefit accrual purposes only) for any plan year in which you work less than 401 Covered Hours.

Credited Past Service

Credited Past Service refers to certain employment immediately before your Unit Entry Date — the date your employer was first required to contribute for your bargaining unit.

To be eligible for Credited Past Service, you must have been employed by your employer on your Unit Entry Date and a member of the unit or category entering the Plan. You must also meet one of the following:

- **If your Unit Entry Date was before June 1, 1999**, you must have been covered by a Collective Bargaining Agreement during the period immediately before your Unit Entry Date. In addition, this work must have been in the geographic area your employer covers after your Unit Entry Date.
- **If your Unit Entry Date is on or after June 1, 1999**, you must earn 501 Covered Hours each plan year for 5 plan years after your Unit Entry Date and you must not have a permanent Break-in-Service (as described on page 17).

If you satisfy these requirements, your Credited Past Service equals one-half of the consecutive whole years immediately before your Unit Entry Date in which you worked at least 1,000 hours in the geographic area covered by your Collective Bargaining or Special Agreement. Only continuous unbroken service with your employer or its predecessors immediately prior to your Unit Entry Date is counted; service is considered to have been broken by any termination of employment. A maximum of 5 years of Credited Past Service will be granted.

Please note that Credited Past Service (**for benefit calculation purposes**) may be limited as follows:

- **For members of Montana UA Local Union 41:** Your Credited Past Service will be limited to service performed on or after September 1, 1991.
- **For former members of Montana UA Local Union 139:** Your Credited Past Service will be limited to service performed on or after January 1, 1997.

Military Service Under USERRA

Under the Uniformed Services Employment and Reemployment Rights Act (USERRA), if you leave covered employment for service in the uniformed service (as defined under USERRA), the period of such service may prevent a Break-in-Service, and you may receive benefit accrual and vesting service for the time you are away. Service in the uniformed service generally includes service in the United States Armed Forces, the National Guard when engaged in full-time duty or training, and the Commissioned Corps of the Public Health Service.

Under USERRA, you must notify your employer before taking leave (unless prevented by military necessity or it is otherwise impossible or unreasonable under the circumstances). You should also tell your employer how long you expect to be gone. Your uniformed service may not exceed 5 years unless a longer period is necessary to complete an initial period of obligated service; you are unable to obtain release orders (through no fault of your own) within the 5-year limit; additional service is required due to specific training requirements; or you are ordered to (or retained on) active duty.

Upon release from duty, you must apply for reemployment as follows:

- **For less than 31 days of uniformed service**, report to work at the beginning of the first regularly scheduled work period on the following day, taking into account safe transportation plus an 8-hour rest period.
- **For 31-180 days of uniformed service**, apply within 14 days.
- **For more than 180 days of uniformed service**, apply within 90 days.

These deadlines may be extended if reporting by the deadline is impossible or unreasonable through no fault of your own. If you are hospitalized or convalescing due to injury or illness incurred in or aggravated during service in the uniformed service, these reemployment deadlines will be extended while you recover, but not longer than 2 years.

In addition, certain other limitations and restrictions apply, as explained in the *Participants Rights Under USERRA* notice you should receive when you begin your leave.

To ensure proper crediting of service under USERRA, you should notify the Administrative Office when you take USERRA leave and how long you expect to be gone. You should also notify the Administrative Office when you apply for reemployment after your leave.

USERRA only applies if you seek reemployment after December 11, 1994. For information on the military service provisions that applied before that date, or for additional information on service under USERRA, please contact the Administrative Office.

Family and Medical Leave Act of 1993

The Family and Medical Leave Act (FMLA) may apply to you when you work for an employer that has 50 or more employees within a 75-mile radius.

To be eligible, you must have worked for your current employer for at least 12 months; you also must have worked for at least 1,250 hours in the 12 months before your leave. If you meet these requirements, and if your employer has enough employees to be covered under the FMLA, the law requires your employer to grant your request for up to 12 weeks of unpaid leave during a 12-month period due to any of the following:

- The birth of your child, or placement of a child with you for adoption or foster care
- The serious health condition of your child, Spouse, or parent, or
- Your own serious health condition that makes you unable to perform the functions of your position.

Solely for purposes of determining a Break-in-Service, the Plan will credit you with Covered Hours for the period you are on FMLA leave.

VESTING

To be vested means you have a right to the accrued benefit you have earned. If you cease working for a Participating Employer before becoming vested, you will not receive any Plan benefits unless you are reemployed and subsequently become vested, as described on page 17. If you quit after becoming vested, you will be entitled to benefits once you meet the retirement eligibility requirements.

You vest when you satisfy one of the following:

- You have 5 years of vesting service, or
- You have reached your normal retirement date (as described on page 19).

Years of Vesting Service

Your years of vesting service are used to determine whether you are vested in your accrued benefit and to establish your eligibility for a retirement or survivor benefit.

After June 1, 1976, you earn a year of vesting service for each plan year you have at least 501 Covered and/or Contiguous Non-Covered Hours. Before that date, you earned one year of vesting service for any plan year you worked at least 1,000 Covered Hours.

Years of Vesting Service for Montana Participants

If you are a Montana Participant and meet certain requirements, you're eligible to receive years of vesting service for the service you completed before your Montana Union Entry Date. This vesting service will equal the years of contiguous service you completed immediately prior to your Montana Union Entry Date. A year of contiguous service is either:

- A 12-month period during the whole of which you were a member of (or represented by) UA Union Local 41 or 139, or
- A 12-month period in which you had at least 501 Hours of Service with the Montana Participating Employer that first contributed to the Plan on your behalf as of your Montana Union Entry Date.

You're eligible to count your years of contiguous service earned before your Montana Union Entry Date as years of vesting service if both of the following apply to you:

- On your Montana Union Entry Date you were either (a) employed by a Montana Participating Employer, or (b) on active status with UA Union Local 41 or 139 and eligible for work that otherwise would have been treated as Covered Hours, and
- You earned 501 or more Covered Hours between your Montana Union Entry Date and the last day of the plan year following the plan year in which your Montana Union Entry Date falls.

AMOUNT OF YOUR ACCRUED BENEFIT

Your accrued benefit under the Plan depends in part on your Unit Entry Date.

If Your Unit Entry Date Is Before June 1, 1999

If you were a Plan participant before June 1, 1999, your accrued benefit is the sum of your future service benefit and your old benefit.

Future Service Benefit

How your future service benefit is calculated depends on whether you earned at least one Covered Hour on or after June 1, 2001.

- **If you earned one or more Covered Hours on or after June 1, 2001**, your future service benefit is the sum of the following:
 - 1.75% of the contributions your employer made for Covered Hours you worked from June 1, 1999 through May 31, 2000,

plus
 - 1.5% of the contributions your employer made for Covered Hours you worked from June 1, 2000 through May 31, 2003.

plus
 - 1.0% of the contributions your employer makes for Covered Hours you work on or after June 1, 2003.

If you had a Break-in-Service before June 1, 2001, your benefit will be calculated as described above only if you work 1,800 or more Covered Hours following your last Break-in-Service. Instead, it will be calculated as described below. Covered Hours you earn after May 31, 2004 are not taken into account for this purpose except to the extent you did not incur a Break-in-Service in the plan year ending on May 31, 2004 and you earn 1,800 or more Covered Hours before you incur a Break-in-Service.

- **If you did not earn a Covered Hour on or after June 1, 2001**, your future service benefit is the sum of the following:
 - 1.5% of the contributions your employer made for Covered Hours you worked from June 1, 1999 through May 31, 2003,

plus
 - 1.0% of the contributions your employer makes for Covered Hours you work on or after June 1, 2003.

In either case, you will not earn a future service benefit for any plan year after May 31, 2005 in which you work less than 401 Covered hours.

Old Benefit

Your old benefit is the benefit you earned for service before June 1, 1999. It equals your years of Credited Service (your years of Credited Future Service if your employer was a Montana Construction Employer) earned before June 1, 1999 multiplied by a specific dollar rate. If you've worked at least one Covered Hour of Credited Future Service (any Credited Service if your employer was a Non-Construction Employer) on or after June 1, 2001, your old benefit is calculated using the service and rate for your employer as shown below. Otherwise, it is calculated using the rate for your last Covered Hour as shown on page 16.

If your employer class is/was...	Your old benefit (for service earned before June 1, 1999) equals...		
Idaho Construction	Your years of Credited Service	x	\$67.57
Light Commercial/Residential Supplement	Your years of Credited Service	x	\$15.60
Montana Construction	Your years of Credited Future Service	x	\$58.62
Non-Construction	Your years of Credited Service	x	\$47.94

Please note that if you had a Break-in-Service before June 1, 1999, you must work a minimum number of Covered Hours after the Break-in-Service (and without an intervening Break-in-Service) or you will not be eligible for the above rates. The minimum is 1,800 Covered Hours (or 9,000 Covered Hours for "Alumni" participants covered under a Special Agreement). Covered Hours you work after May 31, 2004 are not taken into account for this purpose except to the extent you did not incur a Break-in-Service in the plan year ending on May 31, 2004 and you earn the minimum before you incur a Break-in-Service. If you do not work the minimum, the rate for your last Covered Hour before the Break-in-Service will apply, as shown on page 17.

If you worked for more than one class of employer, your benefit amount is prorated based on the number of hours you worked in each employer class.

If Your Unit Entry Date Is on or After June 1, 1999

If your employer began contributing for your unit on or after June 1, 1999, your accrued benefit is the sum of your future service benefit (as described on page 12) and your past service benefit. Your past service benefit is equal to your Credited Past Service times a specific dollar rate. The dollar rate that applies to you is the rate for the employer class (shown below) in which you have earned at least 501 Covered Hours on or after your Unit Entry Date.

If your employer class is/was...	Your past service benefit equals...		
Idaho Construction	Your years of Credited Past Service	x	\$58.50
Light Commercial/Residential Supplement	Your years of Credited Past Service	x	\$13.50
Montana Construction	Your years of Credited Past Service	x	\$50.75
Non-Construction	Your years of Credited Past Service	x	\$41.50

However, if your Credited Past Service would have been attributable to more than one employer class specified above had your employer been obligated to contribute to the Plan on your behalf, your past service benefit shall be prorated according to the number of hours worked in each employer class.

Benefit Example

Benefit Example	
Ed was a Plan participant on June 1, 1999 so his accrued benefit is calculated as described under "If Your Unit Entry Date Is Before June 1, 1999" on page 12.	
As of June 1, 1999, Ed had 20 years of Credited Service — all with Idaho Construction Employers. After June 1, 1999, Ed works 7 years, until June 1, 2006, when he is age 58. He works 1,800 Covered Hours each plan year for these 7 years and his employer contributes \$2.20 for each hour. Ed's accrued benefit is the sum of his future service benefit and his old benefit, as follows:	
Ed's Future Service Benefit	Ed's Old Benefit
Covered Hours worked from June 1, 1999 through May 31, 2000: 1,800 Contribution Rate: \$2.20	Old benefit rate for Idaho Construction: \$67.57 Ed's years of Credited Service earned before June 1, 1999: <u> x 20</u> \$1,351.40
Total Contributions: \$3,960 Future service benefit rate: 1.75% Future service benefit: \$69.30	
Covered Hours worked from June 1, 2000 through May 31, 2003: 5,400 Contribution Rate: \$2.20 Total Contributions: \$11,880 Future service benefit rate: 1.50% Future service benefit: \$178.20	
Covered Hours worked from June 1, 2003 through June 1, 2006: 5,400 Contribution Rate: \$2.20 Total Contributions: \$11,880 Future service benefit rate: 1.00% Future service benefit: \$118.80	
Monthly future service benefit payable at age 58: \$366.30	Monthly old benefit payable at age 58: \$1,351.40
In this example, Ed's accrued retirement benefit, payable at age 58, equals \$1,717.70 per month — \$1,351.40 per month for service he earned before June 1, 1999, and \$366.30 per month for service he earned after that date. This is the amount Ed would receive each month for the rest of his life, starting at age 58, if he elected the Life Annuity method of payment.	

Benefit Example

David became a Plan participant after June 1, 1999 so his accrued benefit is calculated as described under “If Your Unit Entry Date Is on or After June 1, 1999” on page 13.

David enters the Plan on June 1, 2001 and has 3 years of Credited Past Service – all with Montana Construction Employers. After June 1, 2001, David will work 10 years, until June 1, 2011, when he is age 62. He works 1,800 Covered Hours each plan year for these 10 years and his employer contributes \$2.50 for each hour. David’s accrued benefit is the sum of his future service benefit and his past service benefit, as follows:

David’s Future Service Benefit		David’s Past Service Benefit	
Covered Hours worked from June 1, 2001 through May 31, 2003:	3,600	Past service benefit rate for Montana Construction:	\$50.75
Contribution Rate:	\$2.50	David’s years of Credited Past Service at June 1, 2001:	<u>x 3</u>
Total Contributions:	\$9,000		\$152.25
Future service benefit rate:	1.50%		
Future service benefit:	\$135.00		
Covered Hours worked from June 1, 2003 through May 31, 2011:	14,400		
Contribution Rate:	\$2.50		
Total Contributions:	\$36,000		
Future service benefit rate:	1.00%		
Future service benefit:	\$360.00		
Monthly future service benefit payable at age 62:	\$495.00	Monthly past service benefit payable at age 62:	\$152.25
<p>In this example, David’s accrued retirement benefit, payable at age 62, equals \$647.25 per month — \$152.25 per month for past service, as of June 1, 2001, and \$495.00 per month for service he earned after that date. This is the amount David would receive each month for the rest of his life, starting at age 62, if he elected the Life Annuity method of payment.</p>			

Old Benefit Rates

If your last Covered Hour was before June 1, 1999 *or* if you had a Break-in-Service before that date and didn't work 1,800 Covered Hours (or 9,000 if you are an Alumni) after your Break-in-Service (as described on page 13), your old benefit will be calculated using one of the rates below. If you had a Break-in-Service before one of the applicable dates listed below, your old benefit rate does not increase for a Covered Hour worked after that applicable date unless you worked 1,800 Covered Hours (or 9,000 if you are an Alumni) after your Break-in-Service without an intervening Break-in-Service.

If your employer class is/was...	And your last Covered Hour was on or after...	Your old benefit rate (\$) is...
Idaho Construction	June 1, 1991	41.00
	June 1, 1992	42.00
	June 1, 1994	42.50
	June 1, 1995	46.25
	June 1, 1996	51.00
	June 1, 1997	53.00
	June 1, 1999	58.50
	June 1, 2000	61.43
	June 1, 2001	67.57
Light Commercial/Residential Supplement	April 1, 1997	12.00
	June 1, 1999	13.50
	June 1, 2000	14.18
	June 1, 2001	15.60
Montana Construction	June 1, 1991	16.50
	June 1, 1992	19.00
	July 1, 1993	33.00
	June 1, 1994	36.50
	June 1, 1995	42.00
	June 1, 1996	49.75
	June 1, 1998	50.75
	June 1, 2000	53.29
	June 1, 2001	58.62
Non-Construction	June 1, 1991	27.00
	June 1, 1992	27.50
	June 1, 1994	32.00
	June 1, 1995	34.25
	June 1, 1996	36.25
	June 1, 1999	41.50
	June 1, 2000	43.58
	June 1, 2001	47.94

For example, if you worked for an Idaho Construction Employer and your last Covered Hour was on January 1, 1998, then your old benefit rate is \$53.00.

For terminated vested Non-Construction Participants and Idaho Construction participants whose last Covered Hour was before June 1, 1992, accrued benefits as of June 1, 1992 are increased — 7% for Non-Construction Participants and 1.5% for Idaho Construction participants.

BREAKS IN SERVICE

If you earn fewer than 501 Covered Hours and/or Contiguous Non-Covered Hours in a plan year on or after June 1, 1976, you will have a Break-in-Service.

Solely for purposes of determining whether you have a Break-in-Service, your Covered Hours include any period you are absent from work for one of the following reasons:

- Service in the uniformed service under USERRA (as described on page 9),
- FMLA Leave (as described on page 10), or
- Eligibility for disability benefits (as described on page 27),

If you temporarily leave work for any of the following reasons, the hours you otherwise would have worked will be counted as Covered Hours solely for purposes of determining whether you have a Break-in-Service, either in the year the absence begins or, if not necessary that year, in the following year:

- Your pregnancy
- Birth of your child
- Placement of a child with you for adoption, or
- To care for your newborn or newly adopted child.

In addition, no Break-in-Service occurred for the plan years beginning in 1981-1984 for participants who did not have a Break-in-Service in the plan year ending on May 31, 1981, who had at least one year of Credited Service as of May 31, 1981, and who have at least one Hour of Service after that date.

Nonvested Termination

If you are not vested when you have a Break-in-Service and you have 5 consecutive Breaks-in-Service, you will permanently lose all Credited Service, Covered Hours, years of vesting service, and the accrued benefit that you earned before the Break-in-Service. However, if you are reemployed by a Participating Employer and earn a year of vesting service before you have 5 consecutive Breaks-in-Service, the Credited Service, Covered Hours, years of vesting service, and accrued benefit that you earned before the Break-in-Service will be reinstated.

Vested Termination

If your participation ended after you were vested, in certain cases you may elect to receive a lump sum distribution of your benefit (as described on page 23). However, if you received a lump sum distribution, and are rehired, the accrued benefit that was distributed and the service related to that benefit will not be included in determining your accrued benefit when you retire. With respect to benefits earned before November 17, 2006, if you are rehired before having five consecutive Breaks-in-Service, you may repay such benefits to the Plan (with interest) within the 5-year period following your rehire date. In this case, when you retire your accrued benefit under the Plan will be determined as if no prior distribution of the repaid benefits occurred.

If you were vested when your participation ended and you are reemployed by a Participating Employer, and provided you did not receive a lump sum distribution, all service and accrued benefits you earn after your return will be added to your earlier service and accrued benefit.

WHEN YOU CAN RETIRE

You may retire and begin receiving distribution of your Plan benefits when you meet the requirements for early or normal retirement. To retire, you must submit an application and all required information to the Administrative Office.

You can retire with reduced benefits if you are from age 57 through age 61, have terminated employment, and meet other service requirements.

Early Retirement

To retire early, you must be age 57 or older (age 60 or older for Non-Construction Participants with an early retirement date before June 1, 1999), have 10 years of vesting service, and have terminated employment. If you are a Montana Participant, you cannot count years of vesting service earned before your applicable Montana Union Entry Date.

If you elect early retirement, your benefit will be based on your accrued benefit as of your early retirement date. However, since your benefit will be paid for a longer period of time, this amount will be Actuarially Reduced by $\frac{1}{2}$ of 1% for each month your early retirement date precedes your normal retirement date. This amount will be Actuarially Adjusted for form of payment if your benefit is paid under any option besides the Life Annuity.

Normal Retirement

To be eligible for normal retirement, you must reach your normal retirement date, which is the earliest date you satisfy *one* of the following three requirements:

- Be age 62 or older (age 65 for Non-Construction Participants with a normal retirement date before June 1, 1999) with at least one Covered Hour after May 31, 1989 (May 31, 1999 for Non-Construction Participants) and satisfy *one* of the following:
 - Have 5 years of vesting service,
 - Have 5 years of Credited Future Service, or
 - Reach the 5th anniversary of your initial Covered Hour with at least one Covered Hour or Contiguous Non-Covered Hour on or after that date.
- Be age 57 or older (age 60 for Non-Construction Participants with a normal retirement date before June 1, 1999) and satisfy *all* of the following:
 - Have 1,800 Covered Hours (without an intervening Break-in-Service), including at least one Covered Hour after you attain age 57 and at least one Covered Hour after May 31, 1989 (May 31, 1999 for Non-Construction Participants), and
 - Have 10 years of vesting service (excluding years of vesting service before your Montana Union Entry Date, if applicable).

- Be age 55 or older and the sum of your age plus your years of Credited Service is at least 85.

It is not necessary to cease employment to begin receiving a normal retirement benefit. However, if you work in Non-Covered Suspendible Employment your benefit payments may be suspended as described beginning on page 21. In addition, benefits you accrue after your normal retirement date will be offset by the actuarial value of benefit payments you receive, as permitted by law.

If you retire on your normal retirement date, your benefit will be the accrued benefit you have earned as of that date. This amount will be Actuarially Adjusted for form of payment if your benefit is paid under any option besides the Life Annuity.

Late Retirement

If you do not elect in writing to begin receiving benefits on your normal retirement date, you will have a late retirement date, which will be the earlier of:

- The first day of any month following your normal retirement date that you elect for your retirement date, or
- April 1 following the calendar year you reach age 70½.

This April 1 deadline is called your “required beginning date.”

If you retire on a late retirement date, your monthly retirement benefit will be equal to your vested accrued benefit as of your late retirement date. In general, your accrued benefit payable on your late retirement date will be Actuarially Adjusted to take into account the late starting date. However, if you work in Covered or Non-Covered Suspendible Employment after your normal retirement date, these Actuarial Adjustments may be suspended as described beginning on page 21. In addition, benefits you accrue after your normal retirement date will be offset by Actuarial Adjustments you receive as permitted by law. Your late retirement benefit will be Actuarially Adjusted for form of payment if your benefit is paid under any option besides the Life Annuity.

Generally, your retirement date cannot be earlier than the date you receive the written explanation of your payment options from the Administrative Office, as described on page 25. However, if you earned a Covered Hour before June 1, 2004 and you meet certain requirements, you may elect a retroactive retirement date as described on page 26.

SUSPENDIBLE EMPLOYMENT

As explained below, there are certain consequences if you work in Suspendible Employment after your normal retirement date. With certain exceptions, these rules apply beginning January 1, 2001.

Suspendible Employment

Suspendible Employment is employment that meets the following three conditions:

- *Industry.* The employment is in any industry in which a Participating Employer participates (i.e., any business activity of the type engaged in by any Participating Employer).
- *Trade or Craft.* The employment is in a trade or craft in which you were employed at any time while covered under the Plan.
- *Geographic Area.* The employment is within the geographic area covered by the Plan, which consists of the portions of the states of Idaho, Montana, and Oregon which comprise the combined territorial jurisdictions of the Union.

Suspendible Employment includes employment meeting the above conditions that is in a supervisory or self-employment capacity.

There are two types of Suspendible Employment for purposes of the Plan.

- *Covered Suspendible Employment* is employment meeting the above criteria that is for a Participating Employer.
- *Non-Covered Suspendible Employment* is employment meeting the above criteria that is for a non-Participating Employer.

Consequences of Suspendible Employment

If you work 40 or more hours in a month (or in a four or five week pay period ending in a calendar month) in Non-Covered Suspendible Employment after your retirement, you will forfeit your right to benefit payments for those months.

If you work 40 or more hours in a month (or in a four or five week pay period ending in a calendar month) in Covered or Non-Covered Suspendible Employment after your normal retirement date but before you retire, you will not receive an increase to your accrued benefit for a late retirement for these months (as described on page 20). Likewise, if you elect a retroactive retirement date, you will not receive interest on any retroactive payments for these months (as described on page 26).

When it is not possible to determine the actual number of hours you worked in Suspendible Employment in a month, you will be deemed to have worked 40 or more hours where you receive payment for any hours worked on eight or more days (or separate work shifts) that month.

Exceptions

The Suspendible Employment rules do not apply to the following:

- To any benefit payments, if you retired before January 1, 2001.
- On and after June 1, 2004, to benefits you accrued before January 1, 2001.
- To any months after your required beginning date (April 1 following the calendar year you reach age 70½).

Procedure

If your benefit payments, Actuarial Adjustments, or retroactive retirement date interest payments must be suspended because you are working in Suspendible Employment, you will receive notification from the Plan Administrator of the reasons for the suspension. If you engage in Suspendible Employment after your normal retirement date, you must notify the Plan Administrator during the first calendar month that such employment commences. If you fail to do so and the Plan Administrator learns of such employment, suspension shall occur based on the presumption that you worked at least 40 hours of Suspendible Employment (Covered or Non-Covered, as the case may be) for as long as your employer has performed work at that job site unless you can show facts to the contrary.

Your benefit payments, Actuarial Adjustments, or retroactive retirement date interest payments will resume no later than the first day of the third calendar month immediately following the calendar month in which you are no longer working 40 or more hours in Suspendible Employment. You must notify the Plan Administrator when you are no longer working 40 or more hours in Suspendible Employment during a month. When your benefit payments resume, any payments that were made that should have been suspended will be deducted.

HOW YOUR RETIREMENT BENEFITS MAY BE PAID

Since the financial need of each participant differs at retirement, the Plan provides several different forms of payment to assist you in fulfilling your particular needs.

If the total value of your benefit is \$5,000 or less, you may elect to have your retirement benefit paid as a lump sum instead of setting up monthly payments, and no further benefit will be payable from the Plan.

You may ask the Administrative Office to pay all or part of a lump sum cash-out directly to your individual retirement account, annuity plan, or other employer's eligible retirement plan. This is called a direct rollover. Unless a direct rollover is made, the Administrative Office must withhold 20% of the lump sum for federal income taxes.

You may choose from several forms of retirement payment. The monthly amount of retirement income differs under each form, but the expected value is the same for all forms of payment, based on an assumed interest rate and life expectancy for you and your Spouse or other beneficiary. The forms of payment are summarized below.

Monthly Life Annuity

Under this option, you receive monthly benefit payments for life. After you die, no benefits are paid to any survivor or beneficiary.

If you are single when you retire, your benefit will automatically be paid as a Monthly Life Annuity unless you elect a Monthly Life Annuity with a Period Certain.

Monthly Life Annuity With Period Certain

Under this option, your monthly benefit payment is reduced to guarantee your choice of 60, 120, or 180 monthly payments. You receive this reduced amount for life and, if you die before receiving the specified amount of payments, your beneficiary receives the balance of your guaranteed payments.

If you and your beneficiary both die before the specified number of payments have been made, the balance of the payments is payable to the estate of the last survivor of you and your beneficiary.

Joint & Survivor Annuity

If you choose one of the Joint & Survivor Annuity options, your monthly benefit amount is reduced to guarantee a lifetime income to your surviving Spouse if you die first. You receive this reduced amount for life and, if you die before your Spouse, your Spouse receives a lifetime monthly income as follows:

- A **50% Joint & Survivor Annuity** gives your Spouse half the amount you were receiving before your death.
- A **66²/₃% Joint & Survivor Annuity** gives your Spouse 66²/₃% of the amount you were receiving before your death.
- A **100% Joint & Survivor Annuity** gives your Spouse the same amount you were receiving before your death.

If you are married when you retire, your benefit will automatically be paid as a 50% Joint & Survivor Annuity unless you elect otherwise. You may elect any of the Plan's Joint & Survivor Annuity options without receiving the consent of your Spouse. However, if you wish to elect any form of payment other than a Joint & Survivor Annuity (or if you select a beneficiary other than your Spouse for a Monthly Life Annuity with a Period Certain), your Spouse must consent to that election in writing, as explained on page 25.

Pop-Up Joint & Survivor Annuity

If you choose a Pop-Up Joint & Survivor Annuity option, your monthly benefit amount is reduced to increase your lifetime income if your surviving Spouse dies first. (Please note that this reduction is larger than the reduction that would apply to your benefit if you elect the same Joint & Survivor Annuity options without the Pop-Up feature.) You receive this reduced amount for life and, if you die before your Spouse, your Spouse receives a lifetime monthly income in the percentage that you specify: 50%, 66²/₃%, or 100%.

However, if your Spouse dies before you, your future monthly payments will be increased to the amount that would have been paid if you had chosen the Monthly Life Annuity when you originally retired. This amount will be adjusted for any benefit increases which have occurred since your retirement date. This new payment amount will begin on the first day of the month following your Spouse's death, and will continue for your lifetime.

Payment Form Example		
Ed elects normal retirement at age 58. His wife is 55 and his accrued benefit is \$1,678.10.		
If Ed selects this form of payment...	Ed's monthly benefit at retirement will be...	And the benefit to Ed's wife after his death will be...
Monthly Life Annuity	\$1,678.10	None
Monthly Life Annuity with Period Certain		
• 60 Payments	\$1,660.09	\$1,660.09*
• 120 Payments	1,610.56	1,610.56*
• 180 Payments	1,538.41	1,538.41*
Joint & Survivor Annuity		
• 50%	\$1,527.05	\$ 763.53
• 66 2/3%	1,482.57	988.38
• 100%	1,400.96	1,400.96
Pop-Up and Joint & Survivor Annuity		
• 50%	\$1,505.81	\$ 752.91**
• 66 2/3%	1,455.99	970.66**
• 100%	1,365.62	1,365.62**
* If Ed dies before the 60th, 120th, or 180th payment, his wife will receive the same amount Ed was receiving each month until a total of 60, 120, or 180 payments has been made (to Ed and his wife). Then, payments end.		
** If Ed's wife dies before Ed, his future monthly payments will be increased to \$1,678.10.		

Applying for Retirement Benefits

When you decide to retire, ask the Administrative Office for an Application for Retirement. Complete the application and submit it with proof of your age to the Administrative Office. The Administrative Office will determine whether you are eligible for benefits. If you are eligible, you will then receive a written explanation of your payment options which includes the amount of monthly income payable to you under each option. You may take at least 30 days (**but no more than 90**) to decide which payment option you want. You and your Spouse can waive this waiting period but, under the law, your benefits cannot begin until at least 8 days after the explanation of payment options is sent to you. Once payments begin, you cannot change your decision to receive benefits or your payment option.

If you are married, you must elect a Joint & Survivor Annuity unless your Spouse consents in writing to a different form of payment. Your Spouse's written consent must be on the official Plan form, witnessed by a notary public or Plan representative, and submitted during the 90 days before your retirement date. You may not change your option or beneficiary without again obtaining your Spouse's consent in the same manner.

If you elect a Joint & Survivor Annuity, you must submit proof of your Spouse's age, proof of your marriage, and proof of any name changes of your Spouse.

You have the right to defer your retirement beyond your normal retirement date. However, your retirement benefits must begin by April 1 after the calendar year you reach age 70½, even if you are still working.

Retroactive Retirement Dates

If you earned a Covered Hour before June 1, 2004, you may elect a retroactive retirement date, which is a retirement date that is in the past – specifically, a date that is on or before the date you received the written explanation described on page 25 from the Administrative Office but on or after your normal retirement date. Your Spouse must consent to a retroactive retirement date (even if you elect a Joint & Survivor Annuity) in the same manner as described on page 25, except the date distributions commence is substituted for your retirement date for purposes of determining the 90-day election period.

If you elect a retroactive retirement date, your benefit will be distributed as follows: You will receive a lump sum consisting of monthly payments retroactive to the retroactive retirement date you elected and, to the extent required by law, an additional amount for interest from the date the missed payments would otherwise have been made calculated using the Plan's assumptions for Actuarial Adjustments, and regular monthly payments will commence. However, if you worked in Covered or Non-Covered Suspensible Employment after your normal retirement date, interest may be suspended as described beginning on page 21.

When Retirement Income Payments Begin

Your monthly payments will begin as of the first day of the month after:

- You satisfy eligibility requirements,
- The Administrative Office receives and processes your application, and
- You complete the waiting period (if applicable) described on page 25.

You may also ask for your payments to begin at a later date, but your payments must begin by April 1 following the calendar year you reach age 70½.

Working After Retirement

Many plans suspend benefit payments when retirees return to work for a Participating Employer, but this Plan does not. If you work 401 Covered Hours in any plan year after your retirement payments begin, you may earn an additional benefit if the actuarial value of the benefits you receive is less than the additional benefits you earn due to the additional Covered Hours you work. Your retirement payments may be adjusted once each year to reflect any additional benefit earned.

DISABILITY BENEFITS

This Plan offers 2 different types of benefits for disability – auxiliary and permanent. You are eligible for one of these disability benefits if:

- You meet the Plan’s requirements for an auxiliary or a permanent disability benefit
- You submit proof of disability and an application for disability benefits, and
- You work at least 501 Covered Hours in the plan year of disability (or in either of the previous 2 plan years).

Auxiliary Disability

An auxiliary disability benefit is paid for a maximum of 24 months during your lifetime. It does not replace or otherwise affect your normal retirement benefit under the Plan. To be eligible for an auxiliary disability benefit, you must:

- Have become disabled by a bodily injury, disease, or mental disorder while you are employed (or available for employment) in the jurisdiction of the Union (excluding disabilities caused by an intentional self-inflicted injury, addiction to drugs, substance abuse, alcoholism, or participation in a felonious criminal activity) that is permanent and continuous during the remainder of your lifetime,
- Because of the disability, be incapable of continuing employment with a Participating Employer and incapable of engaging in substantial gainful employment in the plumbing and pipefitting industry, and
- Be vested in the Plan.

Payment of Benefits

Before payments can begin, you must fulfill a 3-month waiting period from the date your disability was initially established. Additionally, at least 30 days must pass after you submit your application for auxiliary disability benefits. Auxiliary disability payments begin on the first day of the month after the waiting periods. However, you may request retroactive payments for up to 3 months (but no earlier than the first day of the month after completion of the 3-month waiting period from the date your disability was initially established). If you are receiving salary continuation payments that are treated as Covered Hours from your employer, your disability benefit cannot begin until those payments end.

The amount of your monthly auxiliary disability benefit is equal to the payment you would receive under the Monthly Life Annuity on your age 62 normal retirement date, Actuarially Reduced for each month that your payment starting date precedes your age 62 normal retirement date (but not less than 50% of what it would be at age 62). You may not choose a form of payment for an auxiliary disability benefit other than this.

To confirm your continued disability, you may be required to have a medical exam from time to time (not more than 4 times a year). If you refuse, your disability payments may be suspended. Payments end when one of the following occurs, whichever comes first:

- You become eligible for Social Security disability benefits (in which case payments end on your Social Security disability onset date),
- You recover from the disability,
- You die,
- You reach your normal retirement date, or
- You have received 24 monthly auxiliary disability payments in your lifetime.

Permanent Disability Retirement

The permanent disability retirement benefit replaces your normal retirement benefit under the Plan. To be eligible for a *permanent* disability retirement benefit, you must:

- Have become permanently disabled by a bodily injury, disease, or mental disorder while you are employed (or available for employment) in the jurisdiction of the Union (excluding disabilities caused by an intentional self-inflicted injury, addiction to drugs, substance abuse, alcoholism, or participation in a felonious criminal activity), and
- Submit to the Plan Administrator a written determination from the Social Security Administration of total and permanent disability and a disability onset date.

You do not need to be vested in the Plan to qualify for a permanent disability benefit.

Payment of Benefits

Permanent disability payments begin on the first day of the month after your application is received by the Plan Administrator and you meet the disability requirements, or such later date you select. If you are receiving salary continuation payments that are treated as Covered Hours from your employer, your disability benefit cannot begin until those payments end. The date your disability payments begin is your “Disability Retirement Date.” The amount of your permanent disability benefit is equal to your accrued benefit as of the date you earned your last Covered Hour Actuarially Reduced for each month that your Disability Retirement Date precedes your age 62 normal retirement date (but not less than 50% of what it would be at age 62).

Benefit Example

Bill, age 53, is a Plan participant on June 1, 2006 with an accrued monthly benefit of \$604 payable on June 1, 2015, when he turns age 62. On June 1, 2006, Bill becomes permanently disabled and is eligible to receive the permanent disability benefit. Bill's monthly retirement benefit is as follows:

Monthly accrued benefit payable at age 62:	\$604.00
Actuarial reduction from age 62 to age 53:	.6099
Monthly retirement benefit payable at age 53:	\$368.38

In this example, Bill's monthly accrued retirement benefit, payable at age 62 is reduced to a benefit payable at his disability retirement date of age 53 to reflect the longer period of time over which his benefit will be paid. The benefit will be reduced further if Bill elects a form of payment other than the Life Annuity method of payment.

Form of Payment

Payment of a permanent disability benefit may be made in any of the payment forms described beginning on page 23 and is subject to the election and spousal consent requirements described in that section. The payment form cannot be changed and will continue for your lifetime, even if you become able to return to work.

SURVIVOR BENEFITS

The Plan provides benefits for your surviving Spouse or other beneficiary when you die, if certain conditions are met. Any survivor benefit will depend on whether you die before or after your retirement benefit starting date.

If You Die Before Retirement

If you die before your retirement benefits begin (even if you are receiving auxiliary disability benefits), a benefit may be payable to your survivor.

Surviving Spouse Benefit

If you are vested, your surviving Spouse will receive a monthly benefit for life, provided you were married throughout the prior year. The monthly payment will be the same amount your Spouse would receive if you had retired the day before you died and chose a 100% Joint & Survivor Annuity (50% Joint & Survivor Annuity for deaths before June 1, 1998). Payments will begin on the first day of the month coinciding with or next following your death. However, if you are not yet eligible for early retirement when you die, payments will be calculated differently and will not begin right away. These payments will start on the earliest date you could have retired, determined as if you had stopped working on your date of death, survived to your earliest retirement date, immediately elected a 100% Joint & Survivor Annuity (50% Joint & Survivor Annuity for deaths before June 1, 1998), and died the next day. If you die before you are eligible for early retirement, your Spouse may elect to commence distribution of the benefit as of the first day of any month after your death. In such case, the benefit (calculated as described above) will be Actuarially Reduced for each month that the payment starting date precedes the earliest date you could have retired.

If you die prior to your normal retirement date, your Spouse may elect prior to the date benefit payments commence to postpone commencement of benefits to the first day of any month on or before your normal retirement date (determined as if you had survived). In addition, if the present value of the benefit at the time payment is to commence is \$5,000 or less, your Spouse may elect to have the benefit paid in a lump sum distribution.

Lump Sum Benefit

A lump sum payment will be made to your designated beneficiary if nobody qualifies for the surviving Spouse benefit or you are not vested, as long as you are a participant on your date of death. (See page 5 for an explanation of when you cease to be a Plan participant.) The lump sum amount will be the greater of \$2,000 or 24 times your monthly accrued benefit. If you were required to make mandatory employee contributions (as described on page 6), your beneficiary will also receive any of these contributions you have not already withdrawn, plus interest.

Direct Rollover by Spouse

If your Spouse receives a lump sum death benefit (or elects a lump sum distribution) as a result of your death before retirement, your Spouse may direct the Administrative Office to make all or a portion of the payment directly to an individual retirement account. This is called a direct

rollover. Unless a direct rollover is made, the Administrative Office must withhold 20% of the payment for federal income taxes. A partial direct rollover will not be permitted if the lump sum is less than \$500. The Administrative Office will send your Spouse a notice explaining the option of electing a direct rollover. Your Spouse may consider the decision for at least 30 but not more than 90 days.

Beginning January 1, 2007, non-spouse beneficiaries may make a direct rollover of lump sum death benefits to an inherited IRA.

If You Die After Retirement

In general, if you die after retirement any benefit payable to your surviving Spouse or other beneficiary will depend on the payment option you elected. However, if you die within 24 months after retirement, your designated beneficiary will receive an additional lump sum benefit equal to 24 times your monthly retirement benefit, minus the monthly retirement benefits already paid to you.

Designating Your Beneficiary

To designate a beneficiary, you must complete a beneficiary designation card and return it to the Administrative Office. The Administrative Office must have received the card before your death. You can obtain the card from your local Union or the Administrative Office.

If you have not designated a beneficiary when you die or if no beneficiary survives you, benefits will be paid in the following order of priority:

- To your surviving Spouse
- To your surviving children, equally
- To your surviving parents, equally
- To your surviving brothers and sisters, equally, or
- To your estate.

If you have designated your Spouse as your beneficiary and you subsequently divorce that Spouse (or your marriage is annulled), such beneficiary designation becomes null and void if the Administrative Office receives written notice of the divorce (or annulment) before distributing benefits, unless your divorce (or annulment) decree provides otherwise. If you wish to name your former Spouse as your beneficiary, you must complete a new beneficiary designation card that names your former Spouse as your beneficiary and send it to the Plan Administrator. It is effective if received before your death. The automatic revocation of your Spouse as your beneficiary does not apply to distribution of your retirement benefit following your death under the monthly life annuity with period certain, joint and survivor annuity, or pop-up joint and survivor annuity forms of payment described beginning on page 23.

PLAN INFORMATION

Name of Plan

Idaho Plumbers and Pipefitters Pension Plan

Type of Plan

Defined benefit pension plan

Identification Numbers

The Trustees tax employer identification number is 82-6010346, and the Plan number is 001.

Plan Administrator

Board of Trustees
c/o Administrative Office
575 North Ralstin, Suite B
Meridian, Idaho 83642
(208) 288-1610

Type of Administration

Administered by the Board of Trustees, with the assistance of a third party administrator, the Trust Administrative Office.

Board of Trustees

Union Trustees

Rodney Fuger (Chairman)
Business Manager
Local 648
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Robbie Allen
Business Manager
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Employer Trustees

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Intermountain Gas Co.
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Boise, Idaho 83707

Plan Documents

This booklet — called a “summary plan description” — describes the major provisions of the Plan. It does not replace the official documents which legally govern the Plan’s operations. If there is any discrepancy between this summary and the official Plan documents, the official Plan documents will govern.

Copies of the Plan documents and any other materials pertaining to the Plan are available for review. If you wish to see any of these documents, please contact the Administrative Office.

Participating Employers and Labor Organizations

You or your beneficiary may find out whether a particular employer or employee organization is a sponsor of the Plan, and if it is, receive its address, by writing to the Administrative Office. You may also inspect a list of Participating Employers at the Administrative Office or obtain a copy of the list by writing to the Administrative Office.

Collective Bargaining Agreements

This Plan is maintained under several collective bargaining agreements between Participating Employers and the Idaho State Pipe Trades Association, UA Local Unions 296 and 648, and Montana UA Local Union 41. If you wish to examine or obtain a copy of any of these Collective Bargaining Agreements, write to the Administrative Office, or contact the Union. You may also inspect any of these Collective Bargaining Agreements at the Administrative Office upon prior request.

Reciprocal Agreements

The Trustees shall have the authority to enter into reciprocal agreements with other pension benefit trust funds providing similar benefits to those provided through this Plan, for the exchange of eligibility credits or monies, or for the payment of pro-rata benefits. The Plan credits Covered Hours and Hours of Service for contributions received pursuant to a Reciprocal Agreement by dividing contributions received by the rate applicable to the Participant's home Local Union during the applicable work month. Hours are credited to the month in which hours are worked.

Legal Process

Legal process may be made on the Board of Trustees at the following address:

Board of Trustees
CJ Barrett
c/o Administrative Office
575 North Ralstin, Suite B
Meridian, Idaho 83642

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

Circumstances that May Result in Loss or Denial of Benefits

This section lists examples of circumstances which could cause you (or your beneficiary) to not receive benefits you might otherwise reasonably expect:

- You do not meet general participation requirements (as described on page 5),
- You are not vested when you leave the Plan (as described on page 17),
- You have a Break-in-Service or return to work after a break, but do not meet the requirements for reinstatement of service and accrued benefits (as described on page 17),
- The Plan's assets are inadequate to fund benefits,
- The limitation and taxes on benefits imposed by the Internal Revenue Code apply to your benefits,
- Your benefits are subject to a qualified domestic relations order (as described in the following section),
- The Plan is amended,
- The Plan is terminated and the PBGC recaptures benefits (as described on pages 35-36),
or

- You die before retiring and have no surviving Spouse or beneficiary (as described on page 30).
- You work in Suspendible Employment (as described on page 21).

Qualified Domestic Relations Orders

Benefits under this Plan cannot be assigned, sold, transferred, encumbered, or used to secure debts, or subject to attachment, garnishment, or any other legal process, except in limited situations as provided by federal law (including levies by the IRS). Enforcement of state qualified domestic relations orders (QDROs) is allowed. A QDRO is a court judgment, decree, or order which governs child support, spousal support or alimony, or marital property rights, and which meets certain requirements under ERISA and the Internal Revenue Code. Payments under a QDRO to a former Spouse or other payee may begin as soon as you become eligible for any type of retirement (other than an auxiliary disability retirement) even if you are still employed.

If the Administrative Office receives a court order of this type, you will be advised in writing. You may receive a copy of the Plan's QDRO procedures at no charge by asking the Administrative Office.

Plan Year

The plan year begins each June 1 and ends on May 31 of the following year. All Plan records are kept on that basis.

Funding

The Plan is funded through contributions made by Participating Employers according to Collective Bargaining Agreements with Unions and Special Agreements with the Board of Trustees. All funds are held in trust by the Trustees.

Insured Benefits

Your 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 2 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:

- Normal and early retirement benefits;
- Disability benefits if you become disabled before the plan becomes insolvent; and
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law
- Benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of (1) the date the plan terminates, or (2) the date the plan becomes insolvent
- Benefits that are not vested because you have not worked long enough
- Benefits for which you have not met all of the requirements at the time the plan becomes insolvent, or
- 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 the Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street NW, Suite 930, Washington, DC 20005-4026 or call (202) 326-4000 (not a toll-free number). If you are hearing impaired, you may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC pension insurance program is available through the PBGC web site (<http://www.pbgc.gov/>).

Future of the Plan

Although the Participating Employers and the Idaho State Pipe Trades Association (Locals 296 and 648) and Montana UA Local 41 intend to continue this Plan indefinitely, the Board of Trustees reserves the right to amend or terminate the Plan at any time. Amendments may include retroactive amendments to the extent allowed by law. However, the Plan cannot be amended in a way that would reduce the rights you have accrued under the Plan before the amendment. Further, Plan assets cannot be used for any purpose other than providing benefits to participants and beneficiaries and paying the Plan's administrative expenses.

In the event of the termination or partial termination of the Plan, the rights of each affected participant to benefits accrued to the date of such termination, to the extent funded, shall become fully vested, and the assets then held by the Trustees with respect to the Plan will be allocated and distributed to participants and beneficiaries in accordance with ERISA.

Communications

Written communication to the Plan Administrator or to the Trustees, or to their agents or representatives, must be received before the expiration of any time period specified under the Plan or the SPD. The records of the Plan Administrator or the Trustees, and the records of their agents or representatives, will be conclusive as to whether a communication has been received and the date of such receipt, without regard to the common law “mailbox rule,” unless the sender produces a United States Postal Service return receipt. The common law “mailbox rule” applies for all other purposes under the Plan and SPD.

Disputed Payments

If any controversy or disagreement arises regarding the propriety of any payment to a participant or a participant’s Spouse, beneficiary, or alternate payee under a QDRO, or if a controversy arises between or among individuals or with any person claiming a right to a payment under the Plan, the Plan Administrator may (a) retain the assets involved, without liability, until resolution to its satisfaction of the controversy or disagreement, or (b) commence an interpleader in a court of competent jurisdiction. Reasonable expenses incurred in such an interpleader, including attorneys’ fees, shall be charged to the accrued benefits in controversy.

Incapacity

If a benefit under the Plan is payable to an individual who is a minor or incompetent, the Plan Administrator may pay the benefit to a person or institution providing care or other services to such minor or incompetent. Benefit payments made under any such rules shall fully discharge the Plan’s obligation to the minor or incompetent.

Improper Payments

If you are paid any amounts in excess of benefits due, the Plan has the right to recover the excess payment by withholding future payments, by requiring you to make a payment to the Plan, or through legal action. An adjustment for interest, at the Plan's actuarial interest rate, may also apply. Future payments will be adjusted to the correct amount.

CLAIM PROCEDURES

If Your Claim is Denied

A claim for benefits under the Plan arises only if you have filed a written request for a benefit determination with the Plan Administrator. The following sets forth the Plan's timelines for deciding your claim, and your appeal rights if your claim for benefits is denied. Please note that there are special rules that apply to a claim that requires a determination of disability ("disability claim"). All references to Plan Administrator in these claim procedures include any designee allocated claim administration responsibilities by the Plan Administrator, or such other person or entity specified in applicable Plan documents.

Pension or Disability Claim Determinations

Timing of written notice of benefit determination – Benefit Claims Other Than Disability Benefits

If your claim is for benefits other than disability benefits, a written denial notice will generally be provided to you within 90 days after the date your claim is received by the Plan Administrator. However, if special circumstances require an extension of time for processing the claim beyond the initial 90-day period, written notice of the extension will be furnished to you before the end of the initial 90-day period. An extension of time will not exceed a period of 90 days from the end of the initial 90-day period. An extension notice will explain the reasons for the extension and the expected date of a decision.

Timing of written notice of benefit determination - Disability Claims

If your claim is a disability claim, a written denial notice will be provided to you within a reasonable period of time, but not later than 45 days after receipt of your claim by the Plan Administrator. If matters beyond the control of the Plan Administrator require an extension of the time for processing your disability claim, the initial period may be extended for up to 30 days. Written notice of an extension will be sent before the end of the initial 45-day period. In addition, another 30-day extension of time for processing your claim due to matters beyond the control of the Plan Administrator may be taken. Written notice of such second extension will be sent before the end of the first 30-day extension period. The extensions shall not exceed a period of 60 days from the end of the initial 45-day period.

An extension notice will explain the reasons for the extension, the expected date of a decision, the standards for a benefit entitlement, any unresolved issues that prevent a decision on your claim, and any additional information needed to resolve those issues. If an extension is required because you have not provided the information necessary to decide your claim, the time period for processing your claim will not run from the date of notice of an extension until the earlier of 1) the date the Plan receives your response to a request for additional information or 2) the date set by the Plan for your requested response (at least 45 days).

Contents of Written Notice of Benefit Denial

If your claim for a benefit is denied, you will be notified in writing by the Plan Administrator. The written notice will include the following:

- the specific reason or reasons for the denial;
- references to the specific Plan provisions on which the denial is based;
- a description of any additional material or information necessary in order for you to perfect the claim, and an explanation of why such material or information is needed;
- an explanation of the Plan's review procedure for denied claims, including the applicable time limits for submitting your claim for review (claims involving urgent care will have a description of expedited appeal procedures); and
- a statement of your right to bring a civil action under Section 502(a) of ERISA if your claim is denied on appeal.

In addition, if your claim is a disability claim, the written notification will also include:

- a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in deciding your claim for benefits, or a statement that such was relied upon and a copy will be provided free of charge upon request; and
- if the decision was based on a medical necessity or experimental treatment or other similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying Plan terms to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.

Appeal Procedures

Procedure for appeal of denied claim – Benefits Other Than Disability Claims

If you wish to appeal an initial denial of a claim for benefits other than disability benefits, you or your authorized representative must file a written appeal with the Plan Administrator within 60 days after receipt of written notice of the denial.

You or your authorized representative may submit a written statement, documents, records, and other information. You may also, free of charge upon request, have reasonable access to and copies of Relevant Documents. The review will consider all statements, documents, and other information submitted by you or your authorized representative, whether or not such information was submitted or considered under the initial denial decision. Claim determinations are made in accordance with Plan documents and, where appropriate, Plan provisions are applied consistently to similarly situated claimants.

Procedure for appeal of denied claim – Disability Claims

The appeal procedures set out above for benefits other than disability claims apply to disability claims except that you have 180 days instead of 60 days in which to appeal a denial of a claim with the Plan Administrator. In addition, the following apply to disability claims:

- the appeal decision will not defer to the initial decision denying your claim and will be made by the Plan Administrator who is not a person who made the initial decision, nor a subordinate of such person;
- if the initial denial decision was based in whole or in part on a medical judgment, the Plan Administrator will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- any health care professional engaged for such consultation will not be a person consulted in the initial decision, nor a subordinate of any such person;
- any medical or vocational expert whose advice was obtained in connection with the decision to deny your claim will be identified upon request, whether or not the advice was relied upon.

Timing of written notice of appeal decision

Your appeal generally will be addressed at the next regularly scheduled quarterly meeting of the Trustees after an appeal is received. If, however, your appeal is received within 30 days prior to such a meeting, it will be considered by the second regularly scheduled quarterly meeting after it is received. In addition, if special circumstances require an extension of time for processing your appeal, a decision will be rendered no later than the third regularly scheduled quarterly meeting after your appeal is received. Written notice of any extension of time will be sent before it commences explaining the reason for the extension and the expected date of the appeal determination. Notice of the appeal decision will be provided not later than five days after the decision is made.

If an extension is required because you have not provided the information necessary to decide your claim, the time period for processing your claim will not run from the date of notice of an extension until the earlier of 1) the date the Plan receives your response to a request for additional information or 2) the date set by the Plan for your requested response (at least 45 days from the date of the request).

Optional second stage appeal requesting a hearing

If your appeal is denied by the Trustees at your first stage appeal review, you may request a second stage appeal hearing before the Trustee Appeals Committee. Either you or a representative may present your claim at the appeal hearing. You must request such a hearing to the Plan Administrator within 60 days after notice of the first stage appeal decision. Your appeal will be addressed by the next quarterly meeting of the Board of Trustees, unless your appeal is

received within 30 days prior to such a meeting, in which case it will be addressed by the second regularly scheduled quarterly meeting after it is received.

The second stage appeal hearing is optional, and you are not required to undertake it before pursuing legal action. If you request a second stage appeal hearing, any applicable statute of limitations or other timelines will be tolled while the appeal is pending. The Trustee Appeals Committee will be impartial. Whether or not you seek a second stage appeal hearing will have no effect on your rights to any other benefits under the Plan or information about applicable rules. If you choose not to request a second stage appeal hearing, the Plan will not assert that you have failed to exhaust your administrative remedies because of that choice. You will not be charged a fee for the second stage hearing appeal.

Contents of written notice of appeal decision

If your claim is denied on appeal, the decision on review will be in writing and will include the following information:

- the specific reason or reasons for the decision;
- reference to the specific Plan provisions on which the decision is based;
- a statement of your right to receive, upon request free of charge, reasonable access to and copies of all Relevant Documents; and
- a statement of your right to bring a civil action under Section 502(a) of ERISA.

In addition to the above information, in the case of a disability claim, the written decision on review will also include:

- a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in deciding your claim for benefits on review, or a statement that such was relied upon and that a copy will be provided free of charge upon request;
- if the decision on review was based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying Plan terms to your medical circumstances, or a statement that an explanation will be provided free of charge upon request; and
- the following statement: “You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U. S. Department of Labor Office and your State insurance regulatory agency.”

Relevant Documents

Relevant Document means any document, record or other information that:

- was relied upon in making a decision to deny benefits;
- was submitted, considered, or generated in the course of making the decision to deny benefits, whether or not it was relied upon in making the decision to deny benefits;
- demonstrates compliance with any administrative processes and safeguards designed to confirm that the benefit determination was in accord with the Plan and that Plan provisions, where appropriate, have been applied consistently regarding similarly situated individuals; or
- if your claim is a disability claim, constitutes a statement of policy or guidance with respect to the Plan concerning a denied treatment option or benefit for the claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the decision to deny benefits.

Limitations Period

In order to file a lawsuit against the Plan, the Trust, the Plan Administrator, or any of the Trustees, you must file suit within two years after your appeal is denied or, if earlier, the date your cause of action first accrued.

YOUR RIGHTS AS A PLAN PARTICIPANT

As a participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all Plan participants will be entitled to:

Receive Information About Your Plan and Benefits

You may Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including insurance contracts and Collective Bargaining Agreements, if any, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

You may Obtain, upon written request to the Plan Administrator, copies of documents governing operation of the Plan, including insurance contracts and Collective Bargaining Agreements, if any, copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

You may 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.

You may Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (generally, age 62) 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 the 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 this statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties on the people who operate the 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 receiving benefits, obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in 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 your claim for benefits is denied or ignored, in whole or in part, you may file suit in a state or Federal court, but only if you have complied with the Plan's required administrative appeals procedures. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in 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 the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, DC 20210. You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.

GLOSSARY

This section provides definitions of certain terms used in this summary plan description.

Actuarially Adjusted or Actuarially Reduced — Refers to an adjustment that is made to ensure two different forms of benefit, or benefits with different starting dates, have equal value. The actuarial factors used to make the adjustment are set forth in the Plan.

Alumni — An Alumni is an employee who is participating in the Plan pursuant to a Special Agreement which provides for participation of “alumni” as defined in the Special Agreement.

Break-in-Service — Any plan year in which you have less than 501 Covered and/or Contiguous Non-Covered Hours of Service.

Collective Bargaining Agreement — Means an agreement between a Participating Employer and the Idaho State Pipe Trades Association, U.A. Local Unions 296 and 648, or Montana U.A. Local Union 41 and any supplement, amendment, continuation, or renewal thereof, by the terms of which such Participating Employer is required to make contributions to the Plan.

Construction — Has the same meaning as that term is defined by the Collective Bargaining Agreement.

Contiguous Non-Covered Hours — Non-Covered Hours that you earn with an employer that precede or follow Covered Hours you earn with the same employer, provided that no quit, discharge, or retirement occurs between your Covered Hours and the Non-Covered Hours you earn.

Covered Hours — Hours of Service for which your employer is required to contribute to the Plan for your work.

Credited Future Service — Covered Hours you earn after your Unit Entry Date. You earn a year of Credited Future Service for each plan year (June 1 through May 31) you work at least 1,800 Covered Hours. If you work fewer than 1,800 Covered Hours, you’ll earn a partial year of Credited Future Service. For plan years after May 31, 2005, you must work at least 401 Covered Hours to receive partial or full Credited Future Service for a plan year for benefit accrual purposes.

Credited Service — The total of your Credited Future Service and your Credited Past Service.

Credited Past Service — Service you completed immediately before your Unit Entry Date that meets certain requirements

Hours of Service — Each hour you are paid or entitled to payment by your employer on account of your performance of duties or for a period of time during which you perform no duties (irrespective of whether your employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. However, you cannot earn more than 501 Hours of Service for any single continuous period during which you perform no work.

Idaho Construction Employer — Means an Idaho Participating Employer other than Intermountain Gas Company.

Montana Construction Employer — Means a Montana Participating Employer other than Intermountain Gas Company.

Montana Participant — Means a participant earning Hours of Service after a Montana Union Entry Date by virtue of employment for a Montana Construction Employer.

Montana Union Entry Date — Means the date Montana Participants first became participants covered by a Collective Bargaining Agreement between Montana Construction Employers and Montana U.A. Local Union 41. The Montana Union Entry Dates are:

- (a) September 1, 1991 for Montana U.A. Local Union 41.
- (b) January 1, 1997 for Montana U.A. Local 139 (which merged with U.A. Local 41 on January 1, 1997).

Non-Covered Hours — Hours you are employed in a job classification that does not require your employer to contribute to the Plan.

Non-Construction Employer — Means Intermountain Gas Company.

Non-Construction Participant — A person who is a participant by virtue of employment with Intermountain Gas Company.

Participating Employer — Means any sole proprietorship, partnership, unincorporated association, corporation, or any joint venture; or the United States of America, or any state, county, or municipality; or any other public agency, public corporation, or governmental unit that is a party to a Collective Bargaining Agreement or a Special Agreement. The term may also include an employer association, a labor organization (including the Idaho State Pipe Trades Association and U.A. Local Unions 296, 648 and 41), and the Trust Fund so that their employees, if any, may be covered by the benefits provided through this Plan, as the Trustees may determine.

QDRO (qualified domestic relations order) — A court judgment, decree, or order that governs child support, spousal support, alimony or marital property rights, and which meets certain requirements under the Internal Revenue Code.

Special Agreement — Means an agreement between a Participating Employer and the Board of Trustees, and any supplement, amendment, continuation, or renewal thereof, which obligates the Participating Employer to make contributions to the Plan for the purpose of providing a pension plan for the employees covered by the Special Agreement.

Spouse — The person to whom you are legally married, determined under the laws of the state in which you reside and who is treated as a Spouse under the Internal Revenue Code.

Union — Means the Idaho State Pipe Trades Association and U.A. Local Unions 296, 648, and 41, and any other lawful labor organization that the Trustees may allow to participate in this Plan.

Unit Entry Date — The date your employer was first required to contribute to the Plan for your bargaining unit.