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Pension Benefit Guaranty Corporation
1200 K Street, N.W., Washington, D.C. 20005-4026



May 13, 2004

Re: [Redacted]

Massey Combines Corp Retirement Salaried Plan (the "Plan") PBGC case 126383

Dear [Redacted]

The Appeals Board has reviewed your appeal of PBGC's determination that [Redacted] is not entitled to a benefit. As explained below, we are granting your appeal.

PBGC's Determination

PBGC's October 5, 2001 letter stated [Redacted] earned less than the 10 years of service needed for a vested benefit.

Your Appeal

In your November 9, 2001 appeal, you asserted [Redacted] is vested, making the following factual claims:

- You stated Massey-Ferguson established Landmark Equipment Company ("Landmark") as a separate corporation for its Des Moines retail store effective December 16, 1985. You submitted a December 1985 Massey-Ferguson letter supporting your statement.

The Board examined the documents you submitted and other documents in PBGC's files. PBGC's files show Landmark became a 100%-owned Massey Combines Corporation ("MCC") subsidiary in November 1985.

- You noted the December 1985 Massey-Ferguson letter described a Plan provision called Contingent Vesting. Contingent Vesting would allow [Redacted] to earn Plan vesting service working at Landmark. You also enclosed an August 1987 MCC letter stating [Redacted] had become vested under Contingent Vesting.

See the Discussion below.

- You stated: (1) [Redacted] was hired by Massey-Ferguson on April 1, 1976, (2) [Redacted] Massey-Ferguson employment terminated December 16, 1985, (3) [Redacted] worked continuously at Massey-Ferguson for 9 years 9 months, and

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(4) [] became a Landmark employee on December 16, 1985.

The Board decided: (1) to use an April 5, 1976 hire date in PBGC's records, (2) to use December 15, 1985 as [] last day as a Massey-Ferguson employee, (3) [] earned 9 years 8 full months pension service as a Massey-Ferguson employee, and (4) [] continued working at Landmark into 1987.

- You enclosed May 5, 1989 and August 31, 1987 MCC letters stating [] would receive a benefit under Contingent Vesting. MCC calculated his benefit as \$174.27 per month (\$18.50 accrual rate x 9.42 years service) if paid as a Straight Life Annuity starting at age 65.

Discussion

The Plan's vesting service includes employment at Affiliates, including at any subsidiary at least 80% MCC-owned. Thus, Landmark employment was affiliated service for vesting while MCC continued to own 80% or more of Landmark. The Board found the Plan administrator's actions vesting [] as evidence the Landmark subsidiary continued as an MCC Affiliate until [] became vested in May 1986. Thus, the Board decided the Plan administrator's actions to 100% vest [] are consistent with all relevant facts and Plan provisions.

Plan assets were insufficient to pay all benefits, and the law places limits on PBGC's guarantee. Therefore, PBGC must now calculate [] PBGC-payable benefit.

Decision

Having applied Plan provisions and the law to the facts in your case, we are granting your appeal. [] is 100% vested in his Plan benefit. His Plan benefit service is 9 years 8 months.

PBGC's Insurance Operations Department will determine [] [] PBGC benefit based on this decision. He will be given 45 days to appeal any new issues in PBGC's new determination. When PBGC's new determination becomes final, he may seek court review of this decision.

We thank you and [] for your patience during this careful review of your appeal. If [] has any questions

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about his new benefit determination, he may contact PBGC's Technical Services Division at 1-800-400-7242.

Sincerely,
W. E. Ellis

William E. Ellis
Appeals Board Member

cc:

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