BIRMINGHAM PLUMBERS AND STEAMFITTERS LOCAL UNION NO. 91 PENSION FUND

Summary Plan Description

January 1, 2017

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Effective January 1, 2017

3648 9th Avenue, North, Suite 3
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Telephone: (205) 595-5151

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BIRMINGHAM PLUMBERS AND STEAMFITTERS LOCAL UNION NO. 91 PENSION FUND

TO ALL PARTICIPANTS:

The Birmingham Plumbers and Steamfitters Local Union No. 91 Pension Plan was established to help you build financial security at your retirement, one of the most important long-range goals for you and your family. Accordingly, we are pleased to provide you with an updated Summary Plan Description, effective January 1, 2017.

This description summarizes your benefits, rights and duties according to the Pension Plan. The Employee Retirement Income Security Act of 1974 (ERISA), the Internal Revenue Code and the Department of Labor has established rules regarding pension plans, and we have updated the booklet based on the most recent changes in the law and other changes which the Trustees have adopted. The Plan is governed by a Plan Document, and we have tried to describe the benefits here just as they are written in that document. However, if there is any difference between the terms of this booklet and those of the Plan Document, the Plan provisions will control. Also, this description generally includes the most recent improvements to the Plan. If you terminated employment before the effective date of this booklet, you should refer to prior booklets and announcements to determine your eligibility for benefits and the amount of those benefits. Unless otherwise stated in this booklet, the amount of your retirement benefits will be subject to the terms of the Plan that were in effect when you last worked in Covered Employment.

The Plan has been able to make significant improvements in benefits over the years. We believe the continued success of our program is due to the excellent cooperation from you, the Employers and the Union. The Board of Trustees is made up of an equal number of Labor and Management representatives, and is assisted by professional advisors to make sure that the Plan provisions are always consistent with our objective to provide the best benefits possible consistent with the Fund's resources.

Keep this booklet in a safe place for quick reference after you've read it. Of course, if you have any questions about your eligibility or the benefits to which you may be entitled, please contact the Fund Office. Finally, be sure to keep the Fund up to date on your beneficiary designations and current address.

Sincerely,

BOARD OF TRUSTEES

IMPORTANT INFORMATION ABOUT THE PLAN

1. **Name of Plan.** This Plan is known as the Birmingham Plumbers and Steamfitters Local Union No. 91 Pension Plan. It is a defined benefit pension plan, which means that you will receive a definitely determined benefit at retirement if you meet the qualifications described in this booklet.

2. **Board of Trustees.** A Board of Trustees is responsible for the operation of this Plan. The Board of Trustees consists of an equal number of employer and union representatives, selected by the employers and the unions who have entered into collective bargaining agreements which relate to this Plan. The daily administration is handled by the Fund Manager, whose office address and telephone number appear on the inside front cover of this booklet.

3. **Plan Sponsor and Administrator.** The Board of Trustees is both the Plan Sponsor and Plan Administrator. The Board can be contacted as follows:

   Board of Trustees
   Plumbers and Steamfitters Local Union No. 91
   Pension Fund
   3648 9th Avenue, North, Suite 3
   Birmingham, Alabama 35222
   Telephone: (205) 595-5151

   The Board of Trustees has the full and exclusive authority and discretion to determine all matters arising under the Plan, including but not limited to questions of eligibility, the amount of benefits payable, all methods of providing and arranging for benefits, and the interpretation and construction of the provisions of the Plan and Trust Agreement for the Fund. Any determination, interpretation, or construction adopted by the Trustees is conclusive and binding on all parties, including but not limited to the Employers, the Union, the Plan and its Participants and Beneficiaries. No officer, agent, or Employee of the Union or Employer is authorized to speak for or on behalf of the Board on any matter relating to the Plan.

4. **Identification Numbers.** The identification number and plan number assigned to the Plan by the Trustees on instruction by the Internal Revenue Service is 63-0437949, and 001, respectively. If you want to write to the IRS or the Department of Labor about this Plan, you must use these numbers.

5. **Agent for Service of Legal Process.** Glen Connor, Esq., the Plan's attorney, is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon Mr. Connor at Quinn, Connor, Weaver, Davies and Rouco, Two North 20th St. Suite 930, Birmingham, AL 35203 or upon any individual Trustee at the address of the Fund Manager.

6. **Collective Bargaining Agreements.** This Plan is maintained pursuant to collective bargaining agreements with Local Union No. 91 employers in the industry. The collective bargaining agreements require contributions to the Plan at rates determined by the

agreements. Copies of such collective bargaining agreements may be obtained by Participants upon written request to the Fund Manager. The Fund Manager may impose a reasonable charge to cover the cost of furnishing such copies. Copies of the collective bargaining agreements and a list of participating employers are also available for examination by Participants at the Fund Office as required by law.

The Plan also receives contributions on behalf of certain non-collectively bargained Participants pursuant to written participation agreements between the Fund and Employers, which provide for periodic contributions. The Fund Manager will provide you, upon your written request, information as to whether a particular employer is contributing to the Plan on behalf of Participants working under the collective bargaining agreement. If the employer is contributing to the Plan, the Fund Manager will also provide you the employer's address.

7. **Source of Contributions.** The benefits described in the Pension Plan booklet are provided through employer contributions and liability payments from employers that withdraw from the Plan. The amount of employer contributions and the employees on whose behalf contributions are made are determined by the provisions of the collective bargaining agreements or other written participation agreements.

8. **Organizations Accumulating Fund Assets.** The Fund's assets and reserves are held in Trust by the Board of Trustees. The Board of Trustees may delegate authority for investing the Fund's assets and reserves to an investment manager.

9. **Plan Year.** The records of the Plan are maintained separately for each Plan Year. The Plan Year begins on January 1 and ends on December 31.

10. **Eligibility.** The Plan's requirements regarding eligibility, as well as circumstances that may result in disqualification, ineligibility, or denial or loss of any benefits are fully described on page 8.

11. **Claims Appeal.** The procedures for appeals of claims which are denied in whole or in part are described on page 37.

12. **Procedure for Obtaining Additional Plan Documents.** If you wish to inspect or receive copies of additional documents relating to the Plan, you may contact the Fund Office at the address or phone number listed above. You may be charged a reasonable fee to cover the cost of any materials you wish to receive.

SOME IMPORTANT DEFINITIONS

The following are general definitions of terms used in explaining the Pension Plan. The actual text of the Plan includes these and other definitions in greater detail.

ANNUITY STARTING DATE - This is the date your pension is scheduled to begin. Your Annuity Starting Date will be the first day of the first calendar month starting after you have fulfilled all conditions for entitlement to benefits, and after the later of:

(a) the date which is 2 full months after the Fund Manager receives your signed application and any other required documentation for a pension; or

(b) 30 days after you are provided with a detailed explanation of your benefit options and their financial impact (You and your spouse can waive or reduce the 30-day delay requirement, but you must do so in writing.).

For example, you want to retire on June 1. According to Federal law, you must have at least one full month in which to consider the payment forms before your payments begin, and in any case, the Plan has a two-month waiting period before payments begin. Therefore, you must submit your application by March 31. If you file your application in April, your Annuity Starting Date will be July 1. It is important that you complete your application and submit it to the Fund Office on a timely basis, if you want your pension benefits to begin on time. If you don't receive payments as of your Annuity Starting Date because of a delay, your first payment will include retroactive payments back to your Annuity Starting Date.

Your Annuity Starting Date will not be later than your Required Beginning Date, as defined on page 5.

If you retire prior to Normal Retirement Age and then return to work and earn additional Pension credit, you will have a separate Annuity Starting Date for the additional Pension Credit.

If you are retiring on a Disability Pension, your Annuity Starting Date will be determined based on the provisions of the Disability Pension, described on page 18.

BREAK IN SERVICE - The last day of a Plan Year in which you do not work enough hours to maintain your participation in the Plan. A Break in Service is either a "one year Break in Service", or a "permanent Break in Service," discussed later in this booklet. If you are vested, you will not be disqualified from receiving a pension on account of a Break in Service, however, it may have an effect on the benefit level that will be used to determine the monthly pension benefit.

COVERED EMPLOYMENT - Hours you worked with an Employer for which contributions are required to be made to the Fund on your behalf. With respect to employment before September 1, 1961, Covered Employment means employment in work then covered by a collective bargaining agreement which would have resulted in contributions to the Fund if contributions had been required at that time.

ELIGIBILITY SERVICE - The period of your employment used to determine your eligibility for participation and vesting under the Plan. Certain Non-Work situations may also entitle you to Eligibility Service (see page 8)

EARLY RETIREMENT DATE - The first day of any month after you reach age 55 and after you have completed at least 5 years of Pension Credit, including one year of Future Service Pension Credit (10 years of Pension Credit, unless you were an active Participant on January 1, 1999 or later, if you returned to Covered Employment and earned one year of Future Service Pension Credit).

EMPLOYEE - If the Employer you work for is required to make contributions to the Pension Fund on your behalf, you are considered an "Employee".

EMPLOYER - If the Employer you work for is required to make contributions to the Pension Fund on your behalf based on the terms of a collective bargaining agreement (or other written agreement), he is considered an "Employer". The term "Employer" also means this Pension Fund, the Union and the Birmingham Plumbers and Steamfitters Local Union No. 91 Health and Welfare Fund and the Birmingham Plumbers and Steamfitters Local Union No. 91 Joint Apprenticeship Fund.

HOUR OF SERVICE - All hours for which you are paid directly or indirectly, for the duties you performed or on account of a period of time during which you performed no duties. Hour of Service also includes payments for disability you earned from the Birmingham Plumbers and Steamfitters Local Union No. 91 Health and Welfare Fund.

JOINT AND SURVIVOR PENSION - The standard form of payment when you retire; it is a monthly payment for your life, with continuing payments to your spouse upon your death.

NORMAL RETIREMENT AGE - For a Participant who works an Hour of Service on or after January 1, 1988, the date you reach age 65, or, if later, your age on the 5th anniversary of your uninterrupted participation in the Plan; provided you have not incurred a **Break in Service.**

PARTICIPANT - If you meet the participation requirements described in this booklet, you are considered a **"Participant"**. If you are a pensioner or a beneficiary of a deceased Participant who is receiving a pension or is entitled to a pension, or if you are a terminated Employee who is eligible for a **Vested Deferred Pension** (see page 17), you are also considered a Participant.

PENSION CREDITS - Pension Credits are the credits you earned (by work in Covered Employment recognized by the Plan) for determining the amount of pension payable by the Plan. Pension Credits can also include both Past Service and Future Service. Certain non-work situations may entitle you to Pension Credits (see page 7).

PLAN OR FUND - The Birmingham Plumbers and Steamfitters Local Union No. 91 Pension Fund.

PLAN YEAR - The 12-month period beginning on January 1 and ending on December 31.

REQUIRED BEGINNING DATE - The date the Plan is required by law to start your pension payments, even if you are still working. That date is April 1st following the calendar year in which you reach age 70½.

SPOUSE - A person to whom you are legally married to at your retirement or for at least one year prior to your death, if earlier.

SUSPENSION OF BENEFITS - If you are retired and receiving pension benefits from this Plan, you must notify the Trustees if you return to work. If it is found that you are working in Disqualified Employment, as described on page 29 of this booklet, your benefits will be suspended.

UNION - "Union" means the Local Union No. 91 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO.

UNREDUCED EARLY RETIREMENT DATE - The first day of any month after you reach age 60 and after you have completed at least 30 years of Pension Credit.

VESTING - The accumulation of sufficient Eligibility Service to earn a nonforfeitable right to a pension. In other words, once you earn the required years of Eligibility Service, you cannot lose your right to a pension.

YOUR PARTICIPATION IN THE PLAN

Who is Eligible to Participate in the Plan

If you are an Employee who is working in Covered Employment under the terms of a collective bargaining agreement or other written agreement requiring contributions to the Pension Fund, you are eligible to participate. Also included in the Plan are Employees of the Union, the Pension Fund, the Birmingham Plumbers and Steamfitters Local Union No. 91 Health and Welfare Fund and the Birmingham Plumbers and Steamfitters Local Union No. 91 Apprenticeship Fund, if those Employers are required to make contributions to the Pension Fund on behalf of their Employees.

When You Become a Participant

You will become a Participant in the Plan on the first January 1st or July 1st following the date you complete at least 1,000 hours of work in Covered Employment in a 12-consecutive month period beginning with your employment commencement date, or after you complete 1,000 hours of work in Covered Employment in a Plan Year.

For Example: Let's suppose you started work on May 30. If you worked at least 1000 hours in a 12 consecutive month period, you will become a Participant in the Plan on July 1 of the calendar year following your date of hire.

Maintaining Your Participation

Once you meet the initial participation requirements, you will continue to be a Participant as long as you earn at least 301 Hours of Service in Covered Employment in a Plan Year.

How Your Participation can be Terminated

Your Participation in the Plan will end on the <u>last day</u> of a Plan Year in which you suffer a <u>one-year Break in Service</u> (see page 12), unless you are receiving a pension or you are vested in your accrued benefit.

How Your Participation can be Reinstated

If you suffer a one-year Break in Service and your participation ends, you can reinstate your participation in the Plan if you return to Covered Employment before incurring a permanent Break in Service. This is accomplished by returning to work for at least 1,000 Hours in Covered Employment within a 12-month consecutive period from the date you are reemployed.

If you are vested and you return to work in Covered Employment after a Break in Service, you will be considered an active Participant again when you earn an Hour of Service. <u>However, you may have to work additional hours in order to be covered under certain Plan rules, such as benefit improvements.</u>

CREDITING OF SERVICE

There are two types of service credited under the Plan: Pension Credit and Eligibility Service. Your years of Eligibility Service determine <u>when</u> you will be eligible for a pension, while your Pension Credits determine the <u>amount</u> of your pension.

PENSION CREDIT

Pension Credit is earned according to your hours of employment for which Employers are required by a collective bargaining agreement(or other written agreement) to contribute to the Pension Fund on your behalf. In addition, Pension Credit is granted for employment of the same kind before contributions began. Pension Credit is determined in two ways, depending on whether it was before or is after the date when Employer contributions were first required for an Employee's work under the jurisdiction of a participating local union.

(a) **Pension Credit before January 1, 1962 (Past Service Pension Credit).**

For periods worked before January 1, 1962, you will receive Past Service Pension Credit if you earned at least two quarters of Future Service Pension Credit after September 1, 1961. A Year of Past Service Pension Credit will be granted for each calendar year in which you worked at least 1200 hours in Covered Employment.

Because it may be difficult to obtain employment records to prove past service, continuous years of membership in Local Union No. 91 may serve as evidence of past employment for Pension Credit. You will be given pension credit for periods prior to January 1, 1962 during which you maintained continuous membership in the union.

If you have hours of work for which you receive Past Service Pension Credit, you will not receive credit for the same period of time on the basis of Union membership.

(a) **Future Service Pension Credits after January 1, 1962 (Future Service).**

Any Pension Credits you earn by work in Covered Employment <u>after</u> January 1, 1962 is referred to as Future Service**.** For periods you work on and after this date, years of Future Service are determined using the following schedule:

(1) <u>On or after January 1, 1962 but before January 1, 1976</u>:

Hours Worked in Calendar Year	**Years of Pension Credit**
Less than 300	0
300 - 599	1/4
600 - 899	1/2
900 - 1,199	3/4
1,200 or more	1 Year

(2) On or after January 1, 1976:

Hours Worked in Calendar Year	**Years of Pension Credit**
Less than 301	0
301 - 599	1/4
600 - 899	1/2
900 - 1,199	3/4
1,200 or more	1 Year

Maximum Years of Pension Credit

No more than one year of Pension Credit may be granted in a Plan Year and no Participant may receive more than 38 years of Future Service Pension Credit or a total of 25 years of Pension Credit (when combining Past Service Pension Credit and Future Service Pension Credit). If you have not worked in Covered Employment since January 1, 1999, you may be subject to a different number of maximum years of Pension Credits; you will need to contact the Fund Office for information that may apply to your situation.

Credit Under Reciprocal Agreements

Hours worked under another plan with which the Plan has a reciprocal agreement will be credited according to the following formulas:

For periods prior to January 1, 1992:

(a) Eligibility Service - the total number of hours you work under a reciprocal plan will be credited to you for purposes of Participation and Vesting under this Plan.

(b) Pension Credit - the total number of hours to be credited as Pension Credit will be equal to the total amount of contributions received on your behalf from the reciprocating plan divided by the contribution rate in effect for this Plan, however, the number of hours credited will not exceed the total number of hours worked.

For periods after January 1, 1992:

The total number of hours you work under a reciprocal plan will be credited to you for purposes of participation, vesting and Pension Credits under this Plan.

ELIGIBILITY SERVICE

Eligibility Service determines when you will be eligible for participation (after the initial eligibility period) and vesting. Eligibility Service is determined as follows:

(a) On or after January 1, 1976, your years of Eligibility Service are determined each year using the following schedule:

Hours Worked in Plan Year	Eligibility Service
Less than 301 hours	0
301-525	1/4
526-750	1/2
751-999	3/4
1000 or more	1

(b) Before January 1, 1976, you will be granted Eligibility Service under the same rules granting Pension Credit service in effect for such period as provided on page 7.

CREDIT FOR NON-WORKING PERIODS

There are periods in which you may receive either **Eligibility Service** or both **Eligibility Service and Pension Credit** during non-working periods. You will receive Credit at the rate of 24 hours per week, under the following circumstances:

(a) Military Service in the Armed Forces of the United States, prior to December 12, 1994, in time of war, national emergency, or pursuant to national conscription law. Service in the Armed Forces of the United States shall be credited to the extent required by law. In order to receive Eligibility Service for Military Service, you must return to covered Employment within 90 days of your discharge from Military Service (or from a military hospital, if applicable).

(b) Disability for which you are receiving Accident and Sickness benefits under the Birmingham Plumbers and Steamfitters Local Union No. 91 Health and Welfare fund, or worker's compensation benefits or Social Security Disability Benefits, or during a valid waiting period for such benefit, (provided, however, that no employee will receive more than two quarters of Eligibility Service for each period of disability.

MILITARY SERVICE

Military Service on or After December 12, 1994. Eligibility Service and Pension Credit with respect to military service will be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, (USERRA) and Section 414(u) of the Internal Revenue Code for any Participant who returns to Covered Employment from military service on or after December 12, 1994. Military service will be counted for purposes of earning Future Service Pension Credit, years of Eligibility Service, and avoiding a Break in Service provided the following conditions are satisfied.

(a) You must have reemployment rights under USERRA in order for the period of military service to be recognized; and

(b) You must not have incurred a one-year Break in Service at the time you entered military service; and

(c) You must have become a Participant in the Plan before entering military service.

If a Participant dies while performing qualified military service, the beneficiaries will be entitled to any benefits (other than earning accruals during the period of military service) that would have been provided if the Participant returned to work in Covered Employment and then died. The Participant's period of military service will be treated as Eligibility Service.

VESTING

You will earn Eligibility Service for vesting purposes as set forth on page 8. You will become 100% vested when you meet one of the following rules. Once you become vested, you will earn the right to a pension from this Plan and none of the Break in Service rules can deprive you of the Eligibility Service and Pension Credit you have already earned.

(a) If you stopped working in Covered Employment on or before December 31, 1975 and you were at least age 45 and earned at least 15 years of Pension Credit;

(b) If you stop working in Covered Employment on or after January 1, 1976, and you have earned at least 10 years of Eligibility Service;

(c) If your employment is not subject to a collective bargaining agreement and you earned at least one Hour of Service on or after January 1, 1989, you will be 100% vested upon completion of five years of Eligibility Service;

(d) If your employment is subject to a collective bargaining agreement and you earned at least one Hour of Service on or after January 1, 1998, you will be 100% vested upon completion of five years of Eligibility Service;

(e) You will become 100% vested upon the later of: 1) your 65th birthday, or, 2) the 5th anniversary of your Participation in the Plan. This applies provided you have not incurred a Break in Service and you are a Participant on that date.

However, if you terminated employment prior to January 1, 1988 you will become vested upon the later of: 1) your 65th birthday, or 2) your age on the 10th anniversary of your participation in the Plan, provided you are a Participant on that date and had not incurred a permanent Break in Service.

BREAKS IN SERVICE

If you are substantially unemployed or leave Covered Employment before you become vested, you can lose all of your Eligibility Service and Pension Credits. This can happen if you are out of Covered Employment long enough for a permanent Break in Service to occur.

This means that you will not be entitled to a Pension Benefit later on, nor will you be entitled to any lump sum equivalent of those Pension Credits earned prior to the Permanent Break in Service.

Break in Service on or after January 1, 1962 but before January 1, 1976.

During this period, you suffered a Break in Service and your accumulated Pension Credits were canceled, if you were not vested and failed to earn two quarters of Pension Credit in any two consecutive calendar years.

Exceptions:

You may have a grace period of up to one year if you are disabled and unable to work in Covered Employment. Disability is to be determined to the satisfaction of the Board of Trustees. You may also have a grace period of up to four consecutive calendar quarters in the event of involuntary unemployment while a member of Local Union No. 91. This grace period will not be counted toward determining a Break in Service nor will you receive Eligibility Service or Pension Credit for such periods.

Also, if you had reached age 45 and earned 15 years of Pension Credit, this break rule could not deprive you of your previously accumulated years of Pension Credit and Eligibility Service.

Break in Service on or after January 1, 1976

If you worked during these years, you suffered a Break in Service if you did not earn at least 301 Hours during any Plan Year, beginning with 1976, and your accumulated Eligibility Service and Pension Credit were canceled. The Eligibility Service and Pension Credit that was canceled by the one year Break in Service will be restored to you if you return to work and subsequently earn a year of Eligibility Service before incurring a permanent Break in Service. You incurred a permanent Break in Service if you were not vested and you had as many consecutive one year Breaks in Service as you have years of Eligibility Service.

Break in Service on or after January 1, 1985

If you worked during these years, you suffered a permanent Break in Service if you had less than five years of Eligibility Service and you had incurred 5 consecutive Breaks in Service. If you had five years but less than ten years of Eligibility Service, you incurred a permanent Break in Service if your consecutive Break in Service years equaled your years of Eligibility

Service. When a permanent Break in Service occurred, all of your Pension Credit and Eligibility Service were canceled, as well as your participation in the Plan.

Break in Service Repair – Return to Work on or after January 1, 1988

Effective January 1, 1989, if you return to work after incurring a permanent Break in Service and complete at least 15 years of Future Service Pension Credit, your years of Eligibility Service and Pension Credit earned prior to the permanent Break in Service will be restored. To be eligible for this provision you must earn at least one year of Pension Credit after January 1, 1988.

When you retire, the benefit level in effect at the time you last worked under the Plan will be used to calculate your pension benefit. This benefit level will be applied to all of your years of Pension Credit, including your years of Pension Credit earned prior to the permanent Break in Service, if that service has been restored.

Exceptions to Break in Service

You will be granted a grace period, and the Break in Service rules will not apply to you, if you are not working in Covered Employment for any of the following reasons:

(a) If you enter the Armed Forces of the United States, you will be granted a grace period, provided you return to Covered Employment within 90 days of discharge from the military, or within 90 days of your discharge from a hospital if you were hospitalized at the time of your military discharge. Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), you may actually be entitled to receive credit for certain absences due to military service, for more information, see page 9.

(b) If you are absent due to a disability for up to one year, your absence will not count toward a Break in Service. You must notify the Trustees in writing within one year of your disability that you are disabled.

(c) If you are absent due to a maternity or paternity leave for either the birth of your child or the placement of a child with you, you will be granted a grace period of up to 501 hours for each childbirth or placement. The hours will be applied to the Plan Year in which your absence begins, if it will prevent you from suffering a Break In Service for that year; otherwise, they will be applied to the following Plan Year.

(d) If, on or after February 5, 1994, you are absent from work due to a qualified family or medical leave, approved by your Employer, you absence will not count toward a Break in Service.

(e) If you are absent due to lack of sufficient work in Covered Employment, but you have remained available for such work, you will be granted a grace period of up to four consecutive calendar quarters.

THE PENSIONS

There are several types of pensions payable from the Plan: A **Normal Pension**, an **Unreduced Early Retirement Pension**, an **Early Retirement Pension**, a **Late Retirement Pension**, a **Vested Deferred Pension**, and **a Disability Pension**. The type of pension you qualify for depends on your age, Pension Credit Service, Eligibility Service and your status as a Participant in the Plan when you retire.

Once you have fulfilled the conditions for eligibility for any of the pensions described below, you will not be disqualified from a pension on account of a Break in Service.

When you retire, the benefit level will be determined based on when you last worked in Covered Employment.

(a) If you stop working in Covered Employment and then have a Break in Service, your benefit will be frozen at the benefit level in effect at the time you last worked under the Plan. If you return to work, the Pension Credit you earned before the Break in Service will be based on the benefit level in effect before the Break in Service and your additional Pension Credits will be based on the benefit level in effect when you subsequently stop working again.

(b) If you stop working as described in (a), but you return to work and earn the greater of (1) 3 years of Pension Credit, or (2) the number of Pension Credits that equal the number of one year Breaks in Service you incurred, then all of your years of Pension Credit will be based on the benefit level in effect when you subsequently stop working again.

NORMAL PENSION

When you are eligible for a Normal Pension

You are eligible to retire on a Normal Pension when you reach Normal Retirement Age which is the later of:

(a) your 65th birthday, or

(b) the fifth anniversary of your participation in the Plan, provided you have not incurred a Break in Service and you are a Participant on that date.

Amount of your Normal Pension

If you retire on or after January 1, 1999 and are an active Participant at the time, your pension will be $35.10 per month for each year of Pension Credit you earned, based on a maximum of 38 years of Future Service Pension Credit, or a maximum of 25 years of Pension Credit (Past and Future Service Combined).

Note: Any resulting Pension Benefit amount not already a multiple of $.50 will be rounded to the next higher multiple of $.50.

Examples:

(1) You retire effective January 1, 2007 at age 65 with 38 years of total Pension Credit, all of which are Future Service Pension Credits. Your monthly pension would be calculated as follows:

38 X $35.10 = $1,333.80 - rounded to the nearest $.50 = <u>$1,334.00</u> Normal Pension

(2) You retire effective January 1, 2008 at age 65 with 18 years of total Pension Credit. Your monthly pension would be as follows:

18 X $35.10 = $631.80 – rounded to the nearest $.50 = $632.00 Normal Pension

Your benefits will be determined in accordance with the benefit levels in effect at the time you retire. (See the Appendix on page 44 for benefit levels in effect prior to January 1, 1999.)

UNREDUCED EARLY RETIREMENT PENSION

Eligibility for Unreduced Early Retirement Pension

If your Annuity Starting Date is after April 30, 2010, you will be eligible for an Unreduced Early Retirement Pension when:

(a) You are at least 60, and

(b) You complete at least 30 years of Pension Credit.

Pension Amount

The monthly amount of your Unreduced Early Retirement Pension is determined in the same manner as the Normal Pension, as set forth on page 14. The reduction factors described in the Early Retirement Pension below will not be applied to your benefit.

EARLY RETIREMENT PENSION

Eligibility for an Early Retirement Pension

You are eligible to retire on an Early Retirement Pension when you are at least age 55 <u>and</u> you earn at least 5 years of Pension Credit, at least one year of which is Future Service Credit.

If you incurred a Break in Service as of December 31, 1998, you will be eligible for an Early Retirement Pension only if you had 10 years of Pension Credit, unless you return to work in Covered Employment and earn at least one year of Future Service Pension Credit.

Amount of your Early Retirement Pension

The monthly amount of your Early Retirement Pension is lower than the amount paid to you when you retire at your Normal Retirement Age. This is because your payments start earlier and may be paid to you for a longer period.

If your Annuity Starting Date is on or after April 30, 2010, the amount of your Early Retirement Pension is determined as follows:

(1) By first calculating the Normal Pension you would receive if you were 65 years of age;

(2) The amount in (1) will be reduced under (a), (b) or (c), whichever is applicable:

(a) If you retire with at least 30 Pension Credits and are not an inactive vested Participant, the amount determined in (1) will be reduced by ¼% (.25%) for each full calendar month that you are younger than age 60 as of your Annuity Starting Date.

(b) If you retire with at least 30 Pension Credits and you are an inactive vested Participant, the amount determined in (1) will be reduced from age 65, by Actuarially Equivalent factors, based on your age at your Annuity Starting Date.

(c) If you retire with at least 5 but less than 30 Pension Credits, whether you are an active or inactive vested Participant, the amount determined in (1) will be reduced from age 65 by Actuarially Equivalent factors based on your age at your Annuity Starting Date.

You are an inactive vested Participant if you incur a one-year Break-in-Service immediately prior to your Annuity Starting Date, provided you have a vested right to your Accrued Benefit.

Example 1:

You retire effective May 1, 2016 at age 58 with 30 years of Pension Credit and your normal pension amounts to $1,053.00, your Early Retirement Pension amount would be calculated as follows:

(1) Normal Pension benefit you would have received at age 65 = $1,053.00 per month

(2) Reduction of 0.25% for each month younger than age 60 = 24 months X .25 of 1% = 6%

(3) $1,053.00 X 6% = $63.18

$1,053.00 - $63.18 = $989.82, rounded to <u>$990.00</u>

Example 2:

You retire effective July 1, 2016 at age 58 with 20 Years of Future Service Pension Credit and your Normal Retirement pension amounts to $702.00, your Early Retirement Pension amount would be calculated as follows:

(1) Normal Pension benefit you would have received at age 65 = $702.00 per month

(2) Reduction Factor 48.48%

(3) $702.00 x .4848 = $340.33, rounded to $340.50

LATE RETIREMENT PENSION

Eligibility for a Late Retirement Pension

If you continue to work in Covered Employment after Normal Retirement Age and later retire, you are eligible for a Late Retirement Pension. If you are working in Covered Employment at Normal Retirement Age, you will receive a Notice from the Trustees informing you that you will not receive benefits from this Plan as long as you continue to work in Covered Employment. Benefits which you may have been entitled to receive at Normal Retirement Age will be suspended.

Remember, however, that although you are not required to retire at a certain age, your pension payments must begin by your Required Beginning Date (see “Definitions” on page 3), even if you are still working.

Amount of your Late Retirement Pension

If you reach age 65 and your Annuity Starting Date is after your Normal Retirement Age, your benefit will be calculated as a Normal Pension and actuarially increased for each month that your benefit is **not** suspended, to your age as of your Annuity Starting Date. “Actuarially increased” means that your pension will be multiplied by a factor (adopted by the Board of Trustees) to provide higher benefits since you are older than age 65 at retirement. Those factors are: 1% for each month beyond your Normal Retirement Age up to age 70 and 1.5% for each month thereafter.

If you continue to work in Disqualifying Employment after age 65, (see page 29), you will receive a notice that tells you your benefits will be suspended for any months you work in Disqualifying Employment after age 65. When you retire, you will not be entitled to the actuarial increase described above for any months that you worked in Disqualifying Employment.

VESTED DEFERRED PENSION

Eligibility for a Vested Deferred Pension

You will be eligible for a Vested Deferred Pension if you are vested (see page 11) when you terminate work in Covered Employment.

Your benefits will be payable when you reach Normal Retirement Age, or you may elect to retire after you reach Early Retirement Age, if you meet the service requirements.

Amount of your Vested Deferred Pension

The amount of your Vested Deferred Pension will be the same as the Normal Pension or Early Retirement Pension, depending on your age when you retire. Remember, if you leave work and suffer a Break in Service, your pension amount is frozen at the benefit level in effect when you last worked, unless otherwise specified in the Plan.

DISABILITY PENSION

Eligibility for a Disability Pension

You are eligible to retire on a Disability Pension if you become totally and permanently disabled while working in Covered Employment before you reach age 65, and if you:

(a) have earned at least 5 years of Pension Credit, at least 1 year of which is Future Service,

(b) become totally and permanently disabled, and

(c) file a claim for disability benefits.

You will not be eligible for a Disability Pension if you become totally and permanently disabled on or after the first day of the 13th month after you cease working in Covered Employment.

"Total and Permanent Disability" Defined

You will be considered totally and permanently disabled only if you have received a determination by the Social Security Administration that you are entitled to Social Security Disability Benefits.

Proof of Total and Permanent Disability

When applying for a Disability Pension you will be required to submit to the Trustees written verification that you have received a determination by the Social Security Administration that you are entitled to Social Security Disability Benefits.

If you lose your right to Social Security Disability Benefits prior to your 65th birthday, you must notify the Fund Office in writing within 21 days of the date you received the notice from the Social Security Administration. If you do not notify the Fund Office timely, when you retire again, your benefits will be suspended for 6 months following your retirement date, in addition to the months you received disability benefits under this Plan after your Social Security Disability Benefits ceased.

Upon the attainment of age 65, you will not be required to submit continuing proof of total and permanent disability.

Amount of Disability Pension

The amount of your Disability Pension will be the same as a Normal Retirement Pension, which you would have received at age 65. The years of Pension Credit used to determine your pension will be those you earned up to the date you became disabled.

When your Disability Pension Begins

Your first Disability Pension payment will start as of your Disability Annuity Starting Date, which is the first day of the sixth month after the month in which you became disabled, provided you have submitted your application for benefits, along with proof of your disability.

It is recommended that you submit your application for Disability Pension to the Fund, even if you have not yet received approval for a Social Security Disability Award. The Pension cannot be approved without the Award, but if you are approved for it, you must submit proof of the Award notice within 60 days of the date you received it.

If you timely submit your application and the Award notice, the Plan will provide retroactive payments back to the sixth month following the month you became disabled or the Social Security Date of Entitlement, if later. If you do not submit the application and Award notice timely, your benefits will be paid prospectively from the month following the Fund's receipt of your paperwork.

For example:

1. An employee becomes disabled in October, 2016, files an application with the Fund Office for a Disability Pension and for Disability Benefits through Social Security.

    - On January 6, 2018, he is awarded Social Security Disability Benefits with a Date of Entitlement of April 1, 2017

        - ✓ He submits a copy of the notice to the Fund Office on January 31, 2018 (before March 6, 2018).

            - ▪ The Fund approves his Disability Pension and he is entitled to receive benefits February 1, 2018, with Auxiliary Benefits retroactive benefits back to April 1, 2017.

        - ✓ Alternatively, he submits a copy of the notice to the Fund Office on April 4, 2018,

            - ▪ The Fund approves his Disability Pension and he is entitled to receive benefits May 1, 2018, but does not receive Auxiliary Benefits because he failed to submit his proof of the Social Security Disability Award within 60 days of receiving it.

If you apply for a Disability Pension more than six months after the date of disability as determined by the Social Security Administration, you may be entitled to a <u>maximum of 18 months</u> of payments retroactive from the later of the month after you submit an application to the Fund, or the month after you submit your Social Security Disability Award. To be eligible for the retroactive Auxiliary Disability Benefits, your application for a Disability Pension must be filed with the Trustees within 60 days after you receive a Social Security Disability Award.

What Happens if you Recover from your Disability

If you are no longer totally disabled, your Disability Pension will stop. You may then apply for an Early or Normal Retirement Pension if you meet the age and service requirements for a pension; OR, you can return to Covered Employment and resume the accrual of Pension Credits and Vesting Service. If you come back to work and retire later, all of your years of credit will be taken into account.

Trial Working Periods

If you are on a Disability Pension and you wish to return to work in Covered Employment, a 12-month trial work period will be set up. Payment of your Disability Pension will be suspended during the trial work period.

If, during the 12 month trial work period, you find that your are unable to continue working, you may return to the Disability Pension. The Disability Pension amount will remain the same as you were receiving before you returned to work. Payment of the Disability Pension will begin the first day of the month following the month in which you ceased work during the trial work period.

If you return to covered Employment and work more than 12 months, your disability will be considered to have ceased. Your Disability Pension will be officially terminated as of the date you first returned to Covered Employment (and had your Disability Pension payments suspended). You will again begin earning Pension Credits and Eligibility Service, and you may be entitled to a Normal, Early, Unreduced Early, Vested Deferred, or Disability Pension according to provisions of the Plan (unaffected by your earlier Disability Pension).

Interim Early Retirement Pension

Effective January 1, 2005, if you are eligible for an Early Retirement Pension at the time you become disabled, you may apply for the Early Retirement Pension (while waiting for approval of the Disability Pension). You must meet the following requirements:

(a) you must have applied for Social Security Disability Benefits (proof of application must be provided to the Fund Office);

(b) you must submit a timely application to the Fund Office for the Early Retirement Pension (and you must be eligible based on the age and service requirements); and

(c) when you receive notice of a Social Security Disability Award, you must submit a copy of the Award to the Fund Office within 90 days of the date on the Award notice and make a request for a change from the Early Retirement Pension to the Disability Pension.

If you are approved for the Early Retirement Pension and later receive a Social Security Disability Award, the payment of the Early Retirement Pension will stop with the month immediately preceding the calendar month in which the Disability Pension commences. The Plan will provide a retroactive adjustment of the difference between the amount of the Early Retirement Pension benefit being paid and the amount of the Disability Pension approved, for the lesser of the number of months you are entitled to Disability Auxiliary Benefits and 24 months.

For example, if you become disabled at age 58 and you apply for the Early Retirement Pension and are awarded a pension of $400 per month. Twelve months later, you receive a Social Security Disability Award and submit it to the Fund Office within 90 days. You will receive a Disability Pension of $525.00 per month, and a retroactive payment adjustment of $882 ($526.00 - $400 = $126.00 is the difference between the two pension amounts; $126.00 x 7 (months that you would have been entitled to Auxiliary Disability benefits, after 5 full months of disability) = $882.00.

If you do not become approved for the Social Security Disability Benefit and therefore, are not eligible for the Disability Pension, you will continue to receive the Early Retirement Pension. If you later return to work, your retirement benefits will be suspended based on the Plan's suspension rules, described on page 29.

If the Early Retirement amount is greater, you will be notified, and given the opportunity to elect the greater benefit. You will also be notified of the consequences of choosing either the Disability Pension or the Early Retirement Pension, and of the effects of returning to work following your recovery.

HOW YOUR PENSION IS PAID TO YOU

The Plan offers several types of pensions as previously described in this booklet. The Plan also offers different forms of payment of those pensions. The standard form of payment is the **50% Joint and Survivor Pension**, which is paid to all married Participants. If you are not married when you retire, or if you are married but you and your spouse reject the 50% Joint and Survivor Pension, you must decide among these optional payment forms: a **50% Contingent Annuitant Option**, a **75% Contingent Annuitant Option,** a **100% Contingent Annuitant Option,** or a **Single Life Pension with 60 months guaranteed**.

THE 50% JOINT AND SURVIVOR PENSION

When you retire, you must decide how you want your pension paid to you. If you are married when you retire, your pension will be paid as a **50% Joint and Survivor Pension**, unless both you and your spouse decide jointly to reject it in favor of another form of payment under the Plan. This pension form provides a lifetime monthly pension for you, plus a lifetime pension for your spouse (if your spouse survives you). The monthly amount of this pension payable to your spouse in the event of your death is one half of whatever monthly amount you were receiving before your death. These payments will continue for the rest of your spouse's life.

You can elect the Joint and Survivor Pension when you retire, even if you and your spouse have not been married for at least one year. However, if you die after your **Annuity Starting Date** but before you've been married for at least one year, your spouse will not receive the 50% Survivor Pension. Instead, the Plan will pay the difference between the amount you received, and the amount you would have received if you had elected the **Single Life Pension** during that period. No further benefits will be paid.

If your spouse dies before you, your benefit will continue to be paid to you for the remainder of your life and upon your death, benefits will cease. (If you retired prior to April 30, 2010, and your spouse dies before you, the Joint & Survivor Pension will automatically be converted to a Single Life Pension with 60 Months guaranteed and the amount payable to you will be increased to the amount payable under such form, beginning the month following your spouse's death, provided proof of death is submitted to the Trustees. The 60-month guarantee period will be counted from your Annuity Starting Date, not with the month in which the benefit was increased.)

If you and your spouse reject the 50% Joint and Survivor Pension form and elect the Single Life Pension, your spouse will receive no benefit from the Plan upon your death, unless she is eligible for the 60 month guarantee or an optional form of payment.

Reduction for the 50% Joint and Survivor Pension

Because the Plan offers a lifetime pension to you and your spouse under this payment form, the amount of your monthly pension is less than what it would have been if the pension were payable for the rest of your life only.

Therefore, your pension (Normal, Early, etc.) will be reduced by a percentage amount which is determined according to the number of full years you are younger or older than your spouse, as follows:

Non-Disability Retirement - 90% plus 0.4% for each full year your spouse is older than you or 90% minus 0.4% for each full year your spouse is younger than you, with a maximum factor of 99%.

Disability Retirement - 82% plus 0.4% for each full year that your spouse is older than you or 82% minus 0.4% for each full year that your spouse is younger than you, with a maximum factor of 99%.

Non-Disability Vested Deferred - 88% plus 0.4% for each full year your spouse is older than you or 88% minus 0.4% for each full year your spouse is younger than you, with a maximum factor of 99%.

Election

When you apply for retirement, you will be provided a written explanation of:

(a) the terms and conditions of the 50% Joint and Survivor Pension and the 50%, 75% and 100% Contingent Annuitant Option;

(b) general examples of the pension form, including the relative values of the various optional forms of payment,

(c) your right to defer any distribution and the consequences of failing to defer your distribution, including a description of how much larger benefits will be if you defer the commencement of your benefits

(d) your right to make and the effect of an election to waive the 50% Joint and Survivor Pension and your right to revoke any election prior to your Annuity Starting Date; and

(e) your Spouse's right to consent to any election to waive the 50% Joint and Survivor Pension and the effect of the waiver on your Spouse's right to benefits upon your death.

This explanation will be provided to you not less than 30 days or more than 90 days prior to your Annuity Starting Date. You and your spouse can jointly reject the 50% Joint and Survivor Pension at any time within the 90-day period before your Annuity Starting Date.

If your decision is to reject it, your spouse must consent to that rejection in writing, and both of your signatures on the form must be witnessed by a notary public.

If you are not married or, legally separated or, unable to locate your spouse or, have a similar circumstance, you will be asked to confirm any statements to this effect in writing; your statement must then be witnessed by a notary public.

Additional Rules

(a) Once you retire and begin receiving pension payments, you cannot change your election to receive the 50% Joint and Survivor Pension.

(b) Payments to your spouse are for life. They do not stop even if you divorce or your spouse remarries.

(c) If you don't reject the Joint and Survivor Pension, the 60 month guarantee is voided, even when your spouse dies before you, unless your spouse dies within the first 60 months, as described on page 22.

Example:

Let's suppose you retire on a Normal Pension (see Example 1 on page 14), and both you and your Spouse <u>do not reject</u> the 50% Joint and Survivor Pension. Your spouse is two years younger than you. Your Joint and Survivor Pension will be calculated as follows:

$1,334.00 (Normal Pension amount) multiplied by (90% minus .4% x 2 years)

= $1,334.00 x (.90 minus .008) = $1,334.00 x 89.2% = <u>$1,189.93 (rounded to $1,190.00)</u>

<u>$1,190.00</u> is the amount you will receive each month for the rest of your life. If you die before your spouse, your spouse will receive <u>$595.00</u> each month for the rest of her life ($1,190.00 x .50 = $595.00).

THE SINGLE LIFE PENSION

If you are not married when you retire, or if you are married and you and your spouse jointly reject the **50% Joint and Survivor Pension** (and any optional payment form as described below), your pension will be paid as a **Single Life Pension**. This means that you will receive a monthly pension for <u>your</u> lifetime only. Once you retire and start receiving your pension, you cannot change your election.

If you are receiving a pension under the Single Life Pension form and you die before 60 payments have been made to you, your monthly payments will continue to your spouse or designated beneficiary until a total of 60 monthly payments have been made, including payments to you, your spouse or beneficiary. If your spouse or beneficiary dies before you or begins to receive benefits and dies before the remainder of the 60 month payments have been made, no further payments will be made to anyone.

If you retire on a Vested Deferred Pension as described on page 17, you will not be eligible for this 60-month guarantee period. If you are not married and do not choose one of the optional forms of payments described below, you will receive a monthly payment for your lifetime and upon your death all payments will cease. If you are married, your benefit will be paid as a Joint and Survivor Pension, unless rejected by both you and your spouse.

THE OPTIONAL FORMS OF PAYMENT

The standard form of payment under the Plan is the 50% Joint and Survivor Pension for married Participants, or the Single Life Pension for unmarried Participants (or those married Participants who don't want the 50% Joint and Survivor Pension). Optional forms of payment under the Plan are those which require a rejection of the standard form, and an election of the optional form including, if you are married, your spouse's written consent to waive the 50% Joint and Survivor Pension , and to elect the optional form of payment if you are designating a beneficiary other than your spouse (and your spouse must consent to the beneficiary you name).

Contingent Annuitant Options

The optional forms of payment are Contingent Annuitant Options. Under these payment forms, your Contingent Annuitant (whomever you name as your designated beneficiary) will receive, upon your death, 50%, 75% or 100% (whichever you elect at retirement) of the amount you were receiving at the time of your death. Generally, the rules applicable to the standard payment form, the 50% Joint and Survivor Pension, also apply to these optional forms. When you and your beneficiary have died, payments will cease.

As with the 50% Joint and Survivor Pension, your benefit will be reduced to account for the continuation of benefits after your death under the 50%, 75% and 100% Contingent Annuitant Option. The factors are as follows:

50% Contingent Annuitant Option:

Non-Disability Retirement: 90% plus 0.4% for each full year your beneficiary is older than you, or 90% minus 0.4% for each full year your beneficiary is younger than you, with a maximum factor of 99%.

Disability Retirement: 82% plus 0.4% for each full year your beneficiary is older than you, or 82% minus 0.4% for each full year your beneficiary is younger than you, with a maximum factor of 99%.

Vested Deferred Retirement: 88% plus 0.4% for each full year your beneficiary is older than you, or 88% minus 0.4% for each full year your beneficiary is younger than you, with a maximum factor of 99%.

75% Contingent Annuitant Option:

Non-Disability Retirement: 85.5% plus 0.6% for each full year your beneficiary is older than you, or 85.5% minus 0.6% for each full year your beneficiary is younger than you, with a maximum factor of 99%.

Disability Retirement: 73.5% plus 0.5% for each full year your beneficiary is older than you, or 73.5% minus 0.5% for each full year your beneficiary is younger than you, with a maximum factor of 99%.

Vested Deferred Retirement: 83.5% plus 0.5% for each full year your beneficiary is older than you, or 83.5% for each full year your beneficiary is younger than you, with a maximum factor of 99%.

<u>100% Contingent Annuitant Option:</u>

Non-Disability Retirement: 81% plus 0.7% for each full year your beneficiary is older than you, or 81% minus 0.7% for each full year your beneficiary is younger than you, with a maximum factor of 99%.

Disability Retirement: 67% plus 0.5% for each full year your beneficiary is older than you, or 67% minus 0.5% for each full year your beneficiary is younger than you, with a maximum factor of 99%.

Vested Deferred Retirement: 79% plus 0.6% for each full year your beneficiary is older than you, or 79% minus 0.6% for each full year your beneficiary is younger than you, with a maximum factor of 99%.

Small Benefit Cashout

When you apply for a benefit at retirement, if the actuarial present value of your accrued benefit is $5,000 or less, you will receive a one-time lump-sum payment of that amount instead of receiving monthly payments for your lifetime or an optional form of monthly payments.

PRE-RETIREMENT SURVIVOR BENEFITS

A. SIXTY MONTH GUARANTEED PAYMENTS

If you are an active Participant and die before your Annuity Starting Date, but after becoming eligible for a Normal or Early Retirement Pension, the guaranteed 60 monthly pension payments will be paid to your Beneficiary. The amount of the monthly payments will be determined as if you had retired the day before your death. If your Beneficiary dies before receiving the total of 60 monthly payments, no further payments will be made to anyone. If your beneficiary is your spouse and she is eligible for the Pre-retirement Surviving Spouse Pension, this benefit is not payable.

B. THE 100% PRE-RETIREMENT SURVIVING SPOUSE PENSION

If you are a married Participant and you are vested in a pension payable from this Plan, your spouse may be eligible for a **Pre-retirement Surviving Spouse Pension** if you die after August 22, 1984, but before your **Annuity Starting Date**. For this benefit to be payable, you will have to be otherwise eligible for a Normal, Early, Unreduced Early, Late, Disability or Vested Deferred Pension at the time of your death, and you will have to have been married to your current spouse for at least one year.

Under this form of payment, your spouse will begin receiving a monthly benefit as of the earliest date you could have retired (the first day of the month after what would have been your 55th birthday, if you had met the service requirement), if you had lived until then and retired, provided you were fully vested and you met the service requirements for a pension. The amount of the benefit will be determined as though you had retired on an Early Retirement Pension with the 100% Joint and Survivor Pension payment form on the day before your death. Your spouse will receive 100% of the amount you would have received, just as with the post-retirement Joint and Survivor Pension form.

If you incurred a Break in Service on or before December 31, 1986 and die before retiring under this Plan, your surviving spouse (if any) would be entitled to the 50% Joint and Survivor Pension (rather than the 100% Joint and Survivor), provided your death occurs on or after August 22, 1984.

Example:

"Robert" stops working in October, 2010 at age 50, with 15 years of Pension Credit and his spouse is age 48. Robert dies at age 54. His wife will be eligible for a monthly Pre-Retirement Surviving Spouse Pension, payable for the rest of her life <u>beginning with the month after Robert would have reached age 55</u> (the Plan's Early Retirement Age), as follows:

- Assume Robert would have been eligible to receive $256.00 per month upon reaching age 55 (prior to adjustment for Joint and Survivor Pension).

  81% - (.7 x 2 years younger) = 81% - 1.4% = 79.6%

  (adjustment for 100% Pre-Retirement Surviving Spouse Pension)

  $256.00 x 79.6% = **$203.78** (rounded to **$204.00**)

- Robert's spouse will receive **$204.00** per month beginning the first day of the month following the month in which Robert would have reached age 55.

  ($204.00 x 100% = $204.00).

If you were over age 55 at the time of your death, you were fully vested in your benefit, and you met the service requirements for a pension, your spouse will receive a monthly benefit beginning on the first day of the month following your death. The amount of the benefit will be determined as though you had retired (on a Normal or Early Retirement Pension, depending on your age), with a 100% Joint and Survivor Pension form in effect on the day before your death, and your spouse will receive 100% of the amount you would have received. In any case, your spouse will have the option to delay the payment of her benefit, but not later than December 1st of the year you would have reached age 70½.

RETIREMENT AND SUSPENSION OF PENSION PAYMENTS

In order to be considered retired, you must refrain from work in Disqualifying Employment, which is 40 or more hours in a month, of employment, self-employment or supervisory work in:

(a) the same industry,

(b) the same trade or craft, and

(c) the same geographic area covered by the Plan when your pension payments began.

You will be allowed to work in Disqualifying Employment for up to 39 hours in a month without affecting your retirement benefit.

The Board of Trustees have adopted policies relating to certain types of work in the industry after your retirement that are described here:

Part-time Employment as an Apprenticeship or Training Instructor The Fund will waive the suspension of benefits rules for part-time employment as an instructor in any apprenticeship or training program sponsored by the United Association or an affiliated local union. In order to be eligible for a waiver of the suspension rules, you must submit a written request to the Fund Office and your employer must verify the type of work that you will be performing. The waiver will end when your job classification changes and you must notify the Fund Office of such change.

Public Employment as Inspector - The Fund will waive the suspension of benefits rules for periods of employment by state, county and municipal agencies as an inspector, but only if the position is not covered by the collective bargaining agreement in the local union's jurisdiction. In order to be eligible for a waiver of the suspension rules, you must submit a written request to the Fund Office and your employer must verify the type of work that you will be performing. The waiver will end when your job classification changes and you must notify the Fund Office of such change.

Work for Signatory Employers that is Not Covered by the Trade – The Fund will waive the suspension of benefits rules for periods of employment with signatory employers in job classifications that are not traditionally covered by the collective bargaining agreement, but that use some of the experience acquired while working as a plumber or pipefitter, such as sales, layout, design and estimation. In order to be eligible for a waiver of the suspension rules, you must submit a written request to the Fund Office **before you start working.** The request must identify the employer and describe the type of work you will perform. The written request will be forwarded to the local union for its input and to be sure that your work will be monitored. The waiver request will be reviewed by the Fund Office and will be approved or disapproved by the Chairman and Co-Chairman of the Board, or their designee(s). The waiver will apply only for the specific job with that employer. The waiver will end when your job classification changes and you must notify the Fund Office of such change.

If you perform any work as a plumber or pipefitter or any other work of the type covered by the bargaining agreement, the waiver will end. Contributions to the Fund will not be accepted for this non-covered work, and no additional credit will be granted under this Plan.

Work Requiring Special Individual Skills – The Fund will waive the suspension of benefit rules if you return to work for a signatory employer in a job category that is covered by the collective bargaining agreement, but only if the work requires special skills that are needed by the employer and current employees with those skills cannot reasonably be found.

In order to be eligible for this type of waiver, you must submit a written request, explaining the need for and the skills of the particular employee. The request will be reviewed by the Fund Office and will be approved or disapproved by the Chairman and Co-Chairman or their designee(s). The waiver is only for this specific job with this employer. The waiver is temporary and will have an expiration date. You may also be limited to a specific number of hours or work or to a specific project. Your employer will make contributions to the Fund for this work in Covered Employment and the additional credit will be granted. When you re-retire, your additional benefits accrued will be calculated and added to your existing pension amount.

The waiver will end as described above or, if earlier, when your job classification changes and you must notify the Fund Office of such change.

Local Union and Employer Association Requests for Manpower – The Board may waive the suspension of benefits rules to fill manpower shortages that cannot be met by working members and travelers. This type of waiver will allow retirees to perform the work of the trade in the local union's jurisdiction or on a specified job. The waiver period will be temporary with a definite expiration date and may be limited to a specific number of hours or work per retiree. Employers will make contributions to the Fund for this work and additional credit will be granted under the Plan; upon your re-retirement, the additional benefit earned for the period of work will be calculated and added to your existing benefit amount.

For this type of waiver to be considered, the local union or employers must make a written request to the Board of Trustees (this is not an individual waiver for a particular retiree).

General – No waiver of suspension of benefits may be used as a means to avoid the requirements of the Plan that a Participant must retire in order for his pension benefits to start. The Board may revise its policy on Suspension of Benefits at any time and in any manner it deems appropriate. All waivers granted are always temporary, and are subject to begin rescinded at any time because of revisions of the policy or by other actions of the Board. At each of its meetings, the Appeals Committee will review a summary report of waivers of suspension of benefits granted since the last meeting.

Suspension of your Pension

If, after you retire and begin receiving your monthly pension from this Plan, you return to and are paid for any of the work described above, you must notify the Trustees within 15 days after you start work. You will then be required to give up your pension for the months during which you are employed. Then, when you retire again, you must notify the Trustees in writing.

Your benefits will again become payable no later than the third month after the last month for which your benefits were suspended.

Your pension cannot be suspended after your Required Beginning Date (see "Definitions" on page 3). If you continue to work beyond that date, your pension benefit will begin and your pension will be recalculated at the end of each Plan Year, and your new accrual service will be included in your pension as of February 1 after the end of the Plan Year in which you earned the additional benefit accrual service.

Pension Payments Following Suspension

Your pension will be recalculated based on your age when you retire again, reduced by the number of months that you received pension that you were entitled to, and by the number of months for which your pension was suspended because you were working in Disqualifying Employment. If you received payments for months in which you were working in Disqualifying Employment, the amount of those payments will be deducted from your pension when it begins again. The maximum amount deducted from your monthly pension will not be more than 25% of your monthly pension, except that the Plan may withhold up to 100% of the first resumed pension payment which is due. If you die before all of the overpayments have been reimbursed to the Plan, deductions will be made from the pension payments to your beneficiary, with the same 25% limitation per each payment.

If you retire and then return to Covered Employment, you will earn additional Pension Credit. The additional Pension Credit will be determined as of the end of the Plan Year in which you worked. Your pension will be recalculated as of the end of the Plan Year in which you stop working again. Then your recalculated pension will be payable as of February 1 after the end of the Plan Year in which you re-retire.

Notices

Pre-Retirement

Prior to the month you reach Normal Retirement Age, you will be notified of the Plan's Suspension of Benefit rules and the effect it will have on your benefit if you continue to work in Disqualifying Employment after Normal Retirement Age.

Post-Retirement

If you retire and return to work, the Trustees will notify you of the suspension of your benefits, including the definition of Disqualifying Employment for which your pension will be suspended. The notice will include the reasons for the suspension, a copy of the relevant provisions of the Plan, reference to applicable regulations of the U.S. Department of Labor, and the procedures for a review by the Board of Trustees of your suspension. If your resumed payments are to be offset by the amount of any overpayments, this notice will explain the procedure and state the amount to be offset.

You must notify the Trustees if you have returned to work in Disqualifying Employment. If you fail to notify the Trustees that you have returned to work, the Trustees will presume that you have been working for as long as a contractor has been and remains actively engaged at the construction site. You have the right to overcome that presumption by providing proof that your work was not cause for suspension of your pension.

The Trustees will inform all retirees at least once every 12 months of the reemployment notification requirements.

You are entitled to a review if your pension is suspended or if you are considering working at a job that the Trustees might consider to be **Disqualifying Employment**. The procedure for a review is the same as for an appeal of denied benefits.

How your Post-Retirement Work Affects your Pension

(1) **Early Retirement -** If you retire before Normal Retirement and start a pension from this Plan, that pension will be suspended if you return to work as described above. If you earn additional Pension Credit during that period of reemployment before you reach Normal Retirement Age, your refigured pension (as a result of that additional credit) will be payable to you when your monthly benefits resume. For the purpose of paying a benefit for that additional credit, you will have a new Annuity Starting Date, and the benefit will be paid to you in a Joint and Survivor Pension Form unless its properly rejected and another payment form is elected. **For example,** you retire at age 60 with a pension of $500.00 per month. Then, you come back to work, the Fund will stop your pension, but allow you to earn pension credit while you work. When you retire again at age 63, we will

(1) restart your $500.00 pension;

(2) determine the additional pension amount based on three additional years of Pension Credit (provided you do not exceed the maximum Pension Credits allowed);

(3) allow you to make new payment election and beneficiary designations for the pension amount based on those three years (assume after all payment reductions, including the Joint and Survivor reduction, its $75.00); and

(4) pay you a "revised" pension of $500.00 per month **plus** $75.00 per month.

If you and your spouse didn't reject the Joint and Survivor payment form when you first retired, and you do not reject it now, your new pension will be $575.00 per month and upon your death, your spouse will receive $287.50 per month.

(2) **Employment <u>After</u> Normal Retirement Age -** If you return to work for an employer for 40 or more hours per month after your Normal Retirement Age, your Pension will be treated the same way as if you were an Early Retiree (see above), and like the Early Retiree, you will receive Pension Credit for whatever period of time you work. **But**, instead of giving you a <u>new</u> Annuity Starting Date and payment election, etc. for each period of time you work your pension will be refigured with the additional Pension Credit, and added to your pension when your monthly benefits resume based on the same form of payment you elected at your initial retirement.

HOW TO APPLY FOR BENEFITS

Application for a Pension

The first step is to request a pension application from the Fund Manager at the address shown on the inside front cover of this booklet. You or your authorized representative must submit the application to the Fund Manager at least **two full months in advance** of your Annuity Starting Date (see "Definitions" on page 3).

You must submit satisfactory proof of your birth date with your application. Depending on the form of payment you elect, you must also provide proof of your marriage and of your spouse's or beneficiary's proof of birth.

The First Pension Payment

Your first pension payment will begin as of your Annuity Starting Date, which will be established by the Fund Manager based upon the date you stopped working in Covered Employment and submitted your application. If for any reason the first pension check is delayed, you will nevertheless receive retroactive pension payments from your Annuity Starting Date.

When your Benefits Must Begin

Federal laws governing pension and retirement plans provide that your Annuity Starting Date cannot be later than your Required Beginning Date, which is April 1st after the calendar year in which you reach age 70½, **whether or not you are still working**. If you have not applied for your pension by the time you reach age 70½, you should contact the Fund Manager for an application, even if you are still working. The Fund Manager will make every effort to start your pension (if you are eligible) by your Required Beginning Date, but your cooperation will be needed, especially if you are no longer working in Covered Employment, or if you have moved.

If you do not start receiving your pension by your Required Beginning Date, you could face heavy federal tax penalties.

The Last Pension Payment

The last pension payment made from the Plan will be the one payable on the first day of the month preceding your date of death. If your spouse or beneficiary is eligible for benefits as a result of your death, those payments will begin, unless the spouse elects otherwise, as of the first day of the month which follows your death.

More than one Pension Prohibited

Once your pension application has been approved by the Board of Trustees and payments begin, you cannot change the type of pension you are receiving (Normal, Early, etc.), or the form of payment made to you (Joint and Survivor or Single Life).

The only exception to this rule is that if at the time you apply for a Disability Pension you have met the requirements for an Early Retirement Pension, you may apply for the Early Retirement Pension and if you are approved for a Disability Pension at a later date, you can change from the Early Retirement Pension to the Disability Pension, see page 18.

How to Name your Beneficiary

You can designate a beneficiary or beneficiaries to receive any benefit payable under the Plan due to your death. Any designation you make must be made on a form provided by the Fund Manager. If you designate a beneficiary other than your spouse, that designation must be approved, in writing, by your spouse before it becomes effective.

If you fail to designate a beneficiary, or if your beneficiary dies before you, any benefits due to a beneficiary will be payable to your personal representative if such personal representative qualified within six months following your death and your representative furnishes satisfactory legal evidence to the Trustees through the Fund office, within such six month period of qualification. Otherwise, any benefits payable as a result of your death will be paid in the following order of determination:

(1) your spouse; if none, then to

(2) your minor child or children, if none, then to

(3) your adult child or children, if none, then to

(4) your parent(s), if none, then to

(5) your estate.

Assignment of your Pension

The Plan has a provision which prohibits you from making an assignment, a pledge, or in any way disposing of your pension payments. This is done for your protection. However, according to a “Qualified Domestic Relations Order” (QDRO), the Plan may be ordered by a court to provide benefits to your former spouse. Upon request, you may obtain a copy of the Plan’s procedures governing Qualified Domestic Relations Order determinations free of charge, from the Fund Manager. It is important that you notify the Fund Office if you get divorced and if a Domestic Relations Order is part of your divorce decree. The Domestic Relation Order must be reviewed to determine if it meets the requirements to be “Qualified” which would then require the Plan to pay a portion of your retirement benefits to your ex-spouse according to the terms of the Order.

Effect of your Pension on other Benefits

The benefits payable under this Plan are in addition to any benefits payable from a source other than the Plan, including Social Security. Therefore, your Social Security benefits are not reduced because you may be receiving a pension under this Plan.

In addition, the entire cost of the pensions provided under the Plan is paid for by the Employers who contribute to the Fund. However, when benefits are paid to you at retirement, they may be taxable to you in the year they are received. You do not pay income tax on the money that is contributed to the Pension Fund before you receive it, and you cannot take a deduction for those contributions on your income tax return.

DIRECT ROLLOVER OF YOUR BENEFIT

Certain distributions from this Plan are eligible for "rollover" treatment. This means that you can "roll over" all or a part of these types of benefit distributions to an individual retirement arrangement ("IRA") or to another qualified retirement plan that accepts rollovers and you may do so by having your benefits paid either to a direct rollover or to you. **Your choice either to roll over the below referenced benefit distributions or not roll over your benefits will affect the amount of taxes you owe.**

Generally, you can roll over the following types of benefit payments from this Plan which are considered "eligible rollover benefits":

Any lump sum payment made:

(a) to you upon retirement; or

(b) to your surviving spouse or your beneficiary upon your death.

Generally, you cannot roll over a payment if it is part of a series of equal (or almost equal) payments that are made at least once a year and that will last for your lifetime (or life expectancy), your lifetime and your beneficiary's lifetime (or life expectancies), or a period of 10 years or more. Your monthly benefits are not eligible for rollover.

IF YOU CHOOSE A DIRECT ROLLOVER THEN:

(a) Your benefit payment will not be taxed in the year it is distributed and no federal income tax will be withheld.

(b) Your benefit payment will be transferred directly to your IRA or, if you choose, to another qualified retirement plan that accepts your rollover.

(c) Your benefits will be taxed at a later date when you take it out of the IRA or the qualified retirement plan.

(d) You may directly roll over all or a portion of your benefit; however, your direct rollover amount must be at least $200 or more.

IF YOU CHOOSE TO HAVE YOUR BENEFIT PAID DIRECTLY TO YOU THEN:

(a) You will receive only 80% of your benefit payment, because the Fund Manager is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your federal income taxes.

(b) Your benefit payment will be taxed in the current year unless you roll it over. You may be able to use the special averaging tax rules that could reduce the tax you owe. However, if you receive the payment before age 59½, you may also have to pay an additional 10% early distribution tax.

(c) You can roll over all or a portion of your benefit by paying it to your IRA or to another qualified retirement plan that accepts your rollover within 60 days of receiving your benefit from this Plan. The amount rolled over will not be taxed until you take it out of the IRA or qualified retirement plan.

(d) If you want to roll over 100% of your benefit to an IRA or a qualified retirement plan, you must find other money to replace the 20% that was withheld. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and that is not rolled over.

If you have any questions concerning how to roll over your "eligible rollover benefit", or if you are unsure whether your distribution is an "eligible rollover distribution", please consult with a tax advisor.

APPROVAL OR DENIAL OF YOUR APPLICATION FOR A PENSION

The Plan will make an initial benefit determination within 90 days after receipt of your application. If the Fund Manager determines that special circumstances warrant an extension of time, the initial benefit determination may be extended for an additional 90 days, for a total of 180 days from the date that the application was received by the Plan. In the event of an extension, the Fund Manager will provide you with notice, before the end of the initial 90-day period, of the special circumstances requiring the extension. The notice will also include the date by which the Plan expects to make the initial benefit determination.

Once the Plan makes the initial benefit determination, the Fund Manager will notify you in writing whether your application has been approved or denied.

If your application is denied, the notification will include: (1) the specific reason or reasons for the adverse benefit determination; (2) reference to the specific Plan provision(s) on which the determination is based; (3) a description of any additional material or information that is needed for the Plan to review the determination, including an explanation of why such material or information is necessary; (4) a description of the Plan's review procedures, including the time limits applicable to such procedures; and (5) a statement that the Participant has a right to bring a civil action under Section 502(a) of ERISA following the review of an adverse benefit determination.

How You May Appeal a Denial of Benefits (or Adverse Benefit Determination)

A Participant (or authorized representative) who is denied a pension benefit may request an appeal of the adverse benefit determination. The request for an appeal must be in writing and submitted to the Board of Trustees within 60 days following receipt of an adverse benefit determination. You may submit written comments, documents, records, and any other information that you believe supports your appeal. The Plan will provide you, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your appeal. The Board of Trustees will take into account all comments, documents, records, and other information submitted by you relating to the appeal, whether or not that information was submitted or considered as part of the initial benefit determination.

The Board of Trustees will make the appeal determination no later than the date of the Board meeting that immediately follows the Plan's receipt of the request for appeal. However, if the request for appeal is received within 30 days preceding the date of the next meeting, the appeal determination will be made no later than the date of the second meeting following the Plan's receipt of the appeal.

If special circumstances require, an appeal determination will be made no later than the third Board meeting following the Plan's receipt of the appeal. The Fund Manager will provide written notice of the extension, before the extension period begins, describing the special circumstances and the date as of which the appeal determination will be made. The Fund

Manager will notify you of the appeal determination in writing as soon as possible, but not later than five days after the appeal determination is made.

In the event of an adverse benefit determination of the appeal, the notification will include: (1) the specific reason or reasons for the adverse determination; (2) reference to the specific Plan provision(s) on which the appeal determination is based; (3) a statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Participant's appeal; and (4) a statement that the Participant may bring an action pursuant to Section 502(a) of ERISA.

The Trustees maintain discretionary authority to review, interpret, construe, and apply the provisions of the Plan.

PLAN AMENDMENT AND/OR TERMINATION

The Board of Trustees intends to continue the Plan described in this booklet indefinitely. Nonetheless, it reserves the right to amend and/or terminate the Plan. The Plan may not be amended in any way that reduces your benefit or the benefit due your beneficiary where such amendment is prohibited by the Internal Revenue Code and ERISA.

The Plan may be amended by vote of the Board of Trustees as provided in the documents that govern the Plan. Notice of material modifications to the Plan will be distributed to Participants at the last address that they have provided to the Fund Manager.

If the Plan is terminated, you will be notified as soon as possible. You will be told the amount of your fixed benefit and informed of any election which you may have to make.

The assets of the Plan will be distributed or used to purchase annuities for all benefits accrued to the date of termination, whether or not those benefits are vested, **to the extent the Plan is funded**.

In no event shall the Employers or the Union receive any amounts from the Trust Fund upon termination of the Plan.

PENSION BENEFIT GUARANTY CORPORATION (PBGC)

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $11.00 of the monthly benefit accrual rate and (2) 75% of the next $33.00. The PBGC's maximum guarantee, therefore, is $35.75 per month times a participant's years of service. The guaranteed amount for a $35.10 monthly accrual rate is equal to the sum of $11 plus $18.08 (.75 x $24.10), or $29.08.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) The date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Fund Manager or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005–4026 or call 202–326–4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1–800–877–8339 and ask to be connected to 202–326–4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

DISCRETIONARY AUTHORITY OF THE BOARD OF TRUSTEES

The Trustees of the Plan have the right to make any and all determinations relating to the Plan. This includes, but is not limited to, the discretionary authority to:

(a) determine eligibility for benefits;

(b) determine the amount of benefits payable;

(c) determine the meaning and applicability of Plan provisions or to construe Plan terms; and

(d) promulgate rules for processing and reviewing claims.

Any and all determinations of the Trustees will be conclusive and binding upon all parties having dealings with the Plan. It is the intent of the Trustees to maintain sole and complete authority to interpret Plan terms. In the event you are dissatisfied with a decision of the Board of Trustees, you may appeal the decision as outlined in the claim appeals section. You must utilize the appeal procedure before filing a lawsuit against the Fund. The decisions of the Board of Trustees relating to interpretation, application or resolution of facts relating to any matter regarding the Plan are entitled to judicial deference.

STATEMENT OF RIGHTS UNDER ERISA (THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974)

This statement of your rights under ERISA is required by federal law and regulation.

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

Receive Information About Your Plan and Benefits

You have the right to:

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

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

- Receive a summary of the Plan's annual financial report. The Fund Administrator is required by law to furnish each Participant with a copy of this annual funding notice.

- Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age (the later of age 65 or 5 years of plan participation) and if so, what your benefit under the plan would be at normal retirement age if you stop working under the plan now. If you do not have a right to a retirement benefit, the statement will tell you how many more years you have to work to get a right to a retirement benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan administrator must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Fund 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 Fund Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

However, in all cases including those described in the above paragraph, you must first exhaust your administrative remedies under the Plan by following the Claims Procedure and Claims Review Procedure described in this booklet before you may file suit in any court.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Fund 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 Fund Administrator, you should: 1) contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory; or 2) the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 constitution Avenue, N.W., Washington, D.C. 20210.You may also obtain certain publications about your rights and responsibilities under ERISA by calling the EBSA's Toll-Free Employee & Employer Hotline at 1-866-444-EBSA (3272).

The foregoing explanation of the Plan is no more than a brief and very general statement of the most important provisions of the Plan. No general statement such as this can adequately reflect all of the details of the Plan. Nothing in this statement is meant to interpret, extend or change in any way the provisions of the Plan itself. In the event of a conflict between this booklet and the Plan Document, the Plan will control.

Therefore, your rights can only be determined by consulting the actual text of the Plan. You may inspect a copy of the Pension Plan in the office of the Fund Manager during the hours of 8:00 a.m. to 4:00 p.m., Monday through Thursday, or obtain a copy of the Plan upon request. The Fund Manager may impose a reasonable charge for copying any items you request.

APPENDIX-PENSION BENEFIT LEVELS

APPENDIX A

(a) If you retire **on or after January 1, 1984** and are an active Employee at the time, your pension will be $15.97 per month for each year of Pension Credit you earned, up to a maximum Normal Pension benefit of $399.50 per month.

(b) If you retire **on or after January 1, 1985** and are an active Participant at the time, your pension will be $18.70 per month for each year of Pension Credit you earned, up to a maximum of $467.50.

(c) If you retire **on or after January 1, 1986** and are an active Participant at the time, your pension will be $19.64 per month for each year of Pension Credit you earned, up to a maximum of $491.00 (25 years of Pension Credits).

(d) If you retire **on or after July 1, 1987**, your benefit will be based on a maximum of 26 Years of Future Service Pension Credit, or a total of 25 years of Pension Credit (Past and Future Service Pension Credit combined).

(e) If you retire **on or after January 1, 1988** and are an active Participant at the time, your pension will be $21.62 per month for each year of Pension Credit you earned, based on a maximum of 27 years of Future Service Pension Credit, or a total of 25 years of Pension Credit (Past and Future Service Pension Credit combined).

(f) If you retire **on or after January 1, 1989** and are an active Participant at the time, your pension will be $22.70 per month for each year of Pension Credit you earned, based on a maximum of 27 years of Future Service Pension Credit, or a total of 25 years of Pension Credit (Past and Future Service Pension Credit combined).

(g) If you retire **on or after January 1, 1990** and are an active Participant at the time, your pension will be $24.97 per month for each year of Pension Credit you earned, based on a maximum of 28 years of Future Service Pension Credit, or a total of 25 years of Pension Credit (Past and Future Service Pension Credit combined).

(h) If you retire **on or after January 1, 1991** and are an active Participant at the time, your pension will be $26.22 for each year of Pension Credit you earned, based on a maximum of 29 years of Future Service Pension Credit, or a total of 25 years of Pension Credit (Past and Future Service Pension Credit combined).

(i) If you retire **on or after January 1, 1992** and are an active Participant at the time, your pension will be $26.22 for each year of Pension Credit you earned, based on a maximum of 30 years of Future Service Pension Credit, or a total of 25 years of Pension Credit (Past and Future Pension credit combined).

(j) If you retire **on or after January 1, 1994** and are an active Participant at the time, your pension will be $26.88 for each year of Pension Credit you earned, based on a maximum of 30 years of Future Service Pension Credit, or a total of 25 years of Pension Credit, (Past and Future Service combined).

(k) If you retire **on or after January 1, 1996** and are an active Participant at the time, your pension will be $30.21 for each year of Pension Credit you earned, based on a maximum of 30 years of Future Service Pension Credit, or a total of 25 years of Pension Credit, (Past and Future Service combined).

(l) If you retire **on or after January 1, 1997** and are an active Participant at the time, your pension will be $30.81 for each year of Pension Credit you earned, based on a maximum of 35 years of Future Service Pension Credit, or a total of 25 years of Pension Credit, (Past and Future Service combined).

(m) If you retire **on or after January 1, 1998** and are an active Participant at the time, your pension will be $33.43 for each year of Pension Credit you earned, based on a maximum of 37 years of Future Service Pension Credit, or a total of 25 years of Pension Credit, (Past and Future Service combined).

(n) If you retire **on or after January 1, 1999** and are an active Participant at the time, your pension will be $35.10 for each year of Pension Credit you earned, based on a maximum of 38 years of Future Service Pension Credit, or a total of 25 years of Pension Credit, (Past and Future Service combined).