

***DISTRICT NO. 9, INTERNATIONAL  
ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS  
PENSION PLAN  
SUMMARY PLAN DESCRIPTION***

***Effective January 1, 2023***



***District No. 9, International Association  
of Machinists and Aerospace Workers***

***Pension Plan***

***Summary Plan Description***

TO ALL PLAN PARTICIPANTS:

The District No. 9, International Association of Machinists and Aerospace Workers Pension Plan was originally established in 1957. Since the last summary plan description (SPD) was distributed, the Trustees have made a number of improvements in the Plan. This SPD summarizes the provisions of the Plan as of January 1, 2023. If your Active Participation in the Plan ended before January 1, 2023, your rights will be determined under the plan documents in effect at the time your Active Participation ended.

This booklet is designed to summarize the features of the Plan and supersedes all previous booklets. Your Pension rights are governed by the Plan Document, and if you have any questions or doubts concerning your Pension rights, the Plan Document should be consulted. You can receive a copy by calling the Fund Office.

Only the Trustees are authorized to administer and interpret the provisions of the Plan. No employer or Union representative acting in such capacity is authorized to interpret the Plan, nor can any such person bind or obligate the Trustees or the Plan by representations concerning the Plan.

We suggest that you share this booklet with your family, as they may have an interest in the Plan. Please keep this booklet in a safe place for future reference.

With our best wishes.

Fraternally yours,

The Joint Board of Trustees



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## **ARTICLE I. - DEFINITIONS**

This section sets forth the definitions of numerous terms that are important in understanding the Plan. You should review them, or if you see a term in the SPD you do not understand, consult this section for a definition. Other terms may be defined elsewhere in this SPD.

Unless the context or subject matter otherwise requires, the following definitions apply to these terms you see in this SPD.

**Actuarial Equivalent.** For purposes of determining alternate benefit forms and options not explicitly defined elsewhere, the Actuarial Equivalent shall be based upon an interest rate of 7.5% and male life expectancies at each age from the 1994 Group Annuity Mortality Table. A different interest rate is used for calculating any lump sums that may be payable under the Plan.

**Administrator.** The term “Administrator” shall refer to the Board of Trustees.

**Alternate Payee.** See definition of Qualified Domestic Relations Order.

**Anniversary Year.** A Participant’s Anniversary Year shall be the 12-month period commencing with the Participant’s Contribution Date, and each such successive 12-month period.

**Annuity Starting Date.** Your “Annuity Starting Date” is the first day of the first month for which an amount is payable to you as an annuity.

If you have an Annuity Starting Date before your Normal Retirement Age and then earn additional benefit accruals under the Plan through re-employment, you will have a separate Annuity Starting Date with respect to the additional accruals. An Annuity Starting Date that is on or after your Normal Retirement Age shall be used for any additional benefits accrued after that date.

**Beneficiary.** The term “Beneficiary” means a person (other than a Pensioner) who is entitled to or who is receiving benefits under this Plan because you designated that person to receive benefits.

**Collective Bargaining Agreement.** The term “Collective Bargaining Agreement” means any written labor contract by and between a Contributing Employer and the Union, or a labor organization which bargains jointly with the Union, which provides for contributions to this Pension Trust, together with any renewal, modification, or amendment thereof or successor agreement thereto.

**“Contiguous Non-Covered Employment” or “Continuous Non-Covered Employment”.** The terms “Contiguous Non-Covered Employment” and “Continuous Non-Covered Employment” mean a period of employment with a Contributing Employer for which contributions are not due to this Plan which is not separated from your Covered Employment with the same Employer by a quit, discharge, or other termination.

**Contributing Employer.** The term “Contributing Employer” means any employer who:

- is a party to a collective bargaining agreement with the Union or with a labor organization which bargains jointly with the Union;
- is obligated by a collective bargaining agreement to contribute to the Trust;

- has signed a Contributing Employer’s Agreement, the form and terms of which have been approved by the Trustees; and
- is acceptable by the Trustees as a Contributing Employer.

The term “Contributing Employer” shall also include a related Contributing Employer such as the Union, the District No. 9, I.A.M.A.W. Pension and Welfare Trusts, the District No. 9, Machinists Building, Inc., provided that any such employer is obligated to contribute to the Trust on the same basis as other Contributing Employers. The term “Contributing Employer” shall not include any employer whose status as a Contributing Employer has been terminated by the Trustees or who has ceased to be obligated to contribute to the Trust.

**Contribution Date.** Your “Contribution Date” is the first date for which any Contributing Employer was or shall be obligated to make a contribution to the Pension Trust on your behalf. You shall have no more than one Contribution Date.

**Covered Employee.** You are a “Covered Employee” if you are covered by and perform work under a collective bargaining agreement between a Contributing Employer and the Union, or a related labor organization, and the Contributing Employer is obligated to make contributions on your behalf to the Trust. You are not a Covered Employee if you are the sole proprietor of or partner in a Contributing Employer or a supervisory or managerial employee possessing the power to hire and fire other employees. You are a covered employee if you are an hourly or salaried employee of the Union, the District No. 9, I.A.M.A.W. Pension and Welfare Trusts and the District No. 9, Machinists Building, Inc.

The term Covered Employee shall not include a person who is prohibited from participating in the Plan by the applicable provisions of the Labor Management Relations Act, the Internal Revenue Code, or both.

**Covered Employment.** The term “Covered Employment” shall mean your employment with a Contributing Employer while you are a Covered Employee. Covered Employment shall not, however, include any period of employment with an employer after termination by the Trustees of the employer’s status as a Contributing Employer or any period of employment during which the employer is not obligated to contribute on your behalf.

**Future Service Credit.** The term “Future Service Credit” means units of Pension Credit earned for periods of employment subsequent to the Contribution Date. (See Article III).

**Hour of Service.** You will be credited with an “Hour of Service” for:

- Each hour for which you are directly or indirectly paid or entitled to payment by a Contributing Employer for your performance of duties. These hours shall be credited to you for the computation period or periods in which the duties are performed; and
- Each hour up to a maximum of 501 hours for which you are directly or indirectly paid or entitled to payment by the employer for reasons (such as vacation, sickness or disability) other than for the performance of duties. These hours shall be credited to you during the computation period or periods during which the vacations, sickness, disability, etc. occurred; and
- Without duplication of any other hour of service, each hour for which back pay, irrespective of mitigation of damage, has either been awarded or agreed to by the employer. These hours shall be



credited to you for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement, or payment was made.

However, no Hour of Service shall be credited on account of payment made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation, or disability insurance laws, and no hour of service shall be credited on account of a payment which reimburses you solely for medical or medically related expenses you incurred. Hours of Service shall be credited in accordance with DOL Regulation 2530.200b-2(b) and (c).

In accordance with Section B3 of Article IV of this Booklet concerning paternity and maternity leave, Hours of Service shall also be credited solely to prevent you from having a Break in Service.

Effective August 5, 1993, for purposes of vesting only, you will be credited with an Hour of Service for each hour during which you are on leave provided for by the Family and Medical Leave Act (PL 103-3). The number of hours of service to be credited for such leave shall be the number of hours that normally would have been credited to you but for the leave, if such number can be ascertained. If this number cannot be ascertained, you will be credited with eight hours of service for each working day during such period of leave.

**Normal Retirement Age.** Your "Normal Retirement Age" shall mean age 65 or, if later, the earlier of the:

- Fifth anniversary of the commencement of your participation in the Plan; or
- Date on which you have earned five years of Vesting Credit.

**"Participant" and "Active Participant".** You are a "Participant" if you are a Pensioner, a Covered Employee who meets the requirements for participation in the Plan as set forth in Article II, or a former employee who has acquired a right to a Deferred Vested Pension under this Plan. However, you are an "Active Participant" only if you are a Participant who has neither retired nor had a One-Year Break in Service.

**Past Service Credit.** The term "Past Service Credit" shall mean units of Pension Credit granted in accordance with Section B of Article III for periods of employment prior to your Contribution Date.

**Pension Credit.** The term "Pension Credit" shall mean the units of credit which are accumulated and maintained in accordance with Article III.

**Pension Plan.** The terms "Pension Plan" or "Plan" shall mean the District No. 9, I.A.M.A.W. Pension Plan.

**Pensioner.** You are a "Pensioner" if you are retired and are entitled to and are receiving pension benefits.

**"Plan Year" or "Calendar Year".** "Plan Year" or "Calendar Year" shall mean the period from January 1 to the next December 31. For purposes of ERISA regulations, the calendar year shall serve as the vesting computation period, the benefit accrual computation period, and after the initial period of employment, the computation period for eligibility to participate in the Plan.

**Qualified Domestic Relations Order.** The term "Qualified Domestic Relations Order" (QDRO), means an order of a state court pursuant to state domestic relations law that requires some part or all of your benefits to be paid to some other person, normally your former Spouse or child. Such a person is known as an "Alternate Payee."

**Spouse.** The term “Spouse” shall mean an individual to whom you are married regardless of gender. The term “Spouse” shall not include domestic partners or individuals in civil unions.

**SPD.** The acronym “SPD” shall mean this Summary Plan Description Booklet.

**Trust.** The term “Trust” shall mean the District No. 9, I.A.M.A.W. Pension Trust originally established on January 14, 1957, and the assets thereof.

**Trust Agreement.** The term “Trust Agreement” shall mean the original Agreement and Declaration of Trust of January 14, 1957, establishing the District No. 9, I.A.M.A.W. Pension Trust and any modification, amendment, extension, renewal or restatement thereof.

**Trustee.** The term “Trustee” shall mean any person designated as a Trustee pursuant to the Trust Agreement and the successors of such person from time to time in office. The terms “Board of Trustees,” “Board” and “Trustees” mean the Board of Trustees established by the Trust Agreement.

**Union.** The term “Union” shall mean District No. 9 of the International Association of Machinists and Aerospace Workers and its affiliated Local Lodges.

**You.** In this SPD, the word “you” refers to a Participant in the Plan.



## **ARTICLE II. - PARTICIPATION IN THE PLAN**

### **A. GENERAL**

You become a Participant in the Plan on the first day of the month immediately following your completion of either 1,000 Hours of Service or six months of employment for which contributions are obligated within the consecutive 12-month period commencing on your Contribution Date. For purposes of satisfying the participation requirements of the Plan, periods of Contiguous Non-Covered Employment will be counted.

### **B. TERMINATION OF PARTICIPATION**

You will cease to be a Participant as of the last day of the Plan Year in which you have a One-Year Break in Service. (See Section B2 of Article IV regarding Breaks in Service). Pensioners and individuals who are entitled to Deferred Vested Pensions (see Article IV, Section A) are no longer Active Participants upon retirement or upon having a One-Year Break in Service, but they remain Participants.

### **C. REINSTATEMENT OF PARTICIPATION**

If your status as a Participant terminates under Section B, you will again become a Participant by meeting the requirements of Section A within a 12-consecutive month period commencing with your re-entry to Covered Employment. Upon meeting those requirements, you will be regarded as a Participant retroactive to the date of your re-entry into Covered Employment.

**ARTICLE III. - PENSION CREDITS**

**A. PENSION CREDIT FOR SERVICE ON AND AFTER THE CONTRIBUTION DATE – FUTURE SERVICE CREDIT**

Subject to the other provisions of the Plan, you shall receive Future Service Credit for periods of Covered Employment starting with your Contribution Date and ending with the end of Covered Employment, regardless of your age, in accordance with the following schedule:

<i>Months of Covered Employment in Benefit Computation Year</i>	<i>Prior to 01/01/79: Months of Future Service Credit</i>	<i>On and After 01/01/79: Months of Future Service Credit</i>
12	12	12
11	12	11
10	12	10
9	12	9
8	8	8
7	7	7
6	6	6
5	5	5
4	4	4
3	3	3
2	2	2
1	1	1

Effective January 1, 1976, the benefit computation year for determining Future Service Credit shall be the Plan Year which is the calendar year. For years prior to January 1, 1976, the benefit computation year for determining Future Service Credit shall be your Anniversary Year.

You earn Future Service Credit in accordance with the above schedule regardless of whether the employer makes the obligated contribution; however, you earn no Future Service Credit for a period of employment with an employer after the employer has ceased to be a Contributing Employer.

You earn a year of Future Service Credit when you earn 12 months of Future Service Credit in the applicable benefit computation year.

**B. PENSION CREDIT FOR SERVICE BEFORE THE CONTRIBUTION DATE – PAST SERVICE CREDIT**

You receive one year of Past Service Credit for each full year you were continuously employed by the Contributing Employer who first became obligated to contribute on your behalf in a bargaining unit represented by the Union, computed from the date such employment commenced to your Contribution Date.

If you are an employee of the Union or another related Contributing Employer, you shall be given one year of Past Service Credit for each full year of continuous employment with such related Contributing Employer.

The benefit computation year for the purpose of determining your Past Service Credit shall be the 12-month period commencing with the first day of the month coincident with or immediately following the commencement of employment described here, and each such successive 12-month period.

Past Service Credit shall only be granted where you were continuously employed for all 12 months of the applicable benefit computation year. Past Service Credit shall not be granted in partial units, i.e., for less than one full year of employment.

It is recognized that, for the period prior to the Contribution Date, it may be difficult to establish with certainty your Past Service. In making the necessary determinations as to Past Service Credit, the Board of Trustees may, in its discretion, consider and rely upon any relevant and material evidence. The Trustees may require you to provide any documentation or information which they deem relevant.

***C. PAST SERVICE CREDIT FOR EMPLOYEES OF EMPLOYERS WHICH RETURN TO STATUS AS CONTRIBUTING EMPLOYERS***

Effective January 1, 1995, in the event you work for an employer that, on or after that date, again becomes a Contributing Employer after a period during which it was not a Contributing Employer, you will get additional Past Service Credit for each year you were employed by such employer after your Contribution Date, to the extent you were not granted Future Service Credit for such period of employment. Such Past Service Credit will be measured in twelve-month periods from the day after the employer's withdrawal or decertification through the day before the employer again becomes a Contributing Employer. As with any other Past Service, this additional Past Service Credit will be granted only in full units.

***D. PENSION CREDIT FOR MILITARY SERVICE***

See Section C of Article IV of this SPD.



## ARTICLE IV. - BECOMING VESTED AND EARNING VESTING CREDIT

### A. BECOMING VESTED

#### 1. Generally

Vesting is the process by which you earn the non-forfeitable right to receive your accrued benefit at your Normal Retirement Age. When you have become vested in your benefits, you will not lose those benefits even if you leave Covered Employment; rather, you will be entitled to a Deferred Vested Benefit. You will still be entitled to receive 100% of your Future Service Credit when you reach your Normal Retirement Date, except in the case of your death. Non-forfeitable benefits are, however, subject to suspension as described in Article VIII of this Summary Plan Description.

#### 2. Requirements for Vesting

You will be vested and entitled to a Normal or Deferred Vested Benefit if you meet any of the following requirements:

- (a) You have completed five Years of Vesting Service and have earned at least one Hour of Service in Covered Employment on or after January 1, 1988;
- (b) You reach your Normal Retirement Age while you are engaged in Covered Employment or while you are an Active Participant;
- (c) You have at least 120 months of Future Service Pension Credits. (See Section A of Article III);
- (d) You have completed 10 years of Vesting Service;
- (e) Prior to January 1, 1993, you became eligible for a disability pension that was not calculated like an Early Retirement Pension and you remain eligible for such disability pension;
- (f) You separate from Covered Employment after you have reached your 60th birthday, provided you became a Participant on or before April 19, 1978, and you have earned at least nine months of Future Service Credits during the 12 months immediately preceding your separation from Covered Employment; or
- (g) You have separated from Covered Employment after you have reached your 60th birthday and after January 1, 1975, and you have earned at least five years of Future Service Credit.

## **B. VESTING CREDIT**

### **1. Years of Vesting Service**

You will be credited with one Year of Vesting Service for each Calendar Year<sup>1</sup>, beginning with your Contribution Date, in which you completed at least 1,000 Hours of Service in Covered Employment, or at least six months in Covered Employment for which contributions were required.

Employment with a Contributing Employer for which the Contributing Employer is not obligated to contribute on your behalf (non-covered employment) will be counted towards the minimum requirement of 1,000 Hours of Service, provided such non-covered employment is contiguous with your Covered Employment with such employer.

You will not be entitled to any credit towards Years of Vesting Service for any period:

- (a) Preceding a Permanent Break in Service; or
- (b) For years prior to January 1, 1971, unless you earned at least three years of Vesting Service after December 31, 1970.

### **2. Breaks in Service**

#### **(a) One-Year Break in Service**

For years beginning on and after January 1, 1976, you have a One-Year Break in Service, if in any calendar year you fail to complete either 500 Hours of Service or three months in Covered Employment for which contributions are obligated. A period of contiguous non-covered employment as described in subsection 1 above will be counted as if it were Covered Employment in determining whether a break in service has been incurred.

#### **(b) Permanent Break in Service**

Effective January 1, 1985, you have a Permanent Break in Service if you have consecutive One-Year Breaks in Service, the total of which equals or exceeds the greater of:

- (1) The number of years of Vesting Service which you have previously earned; or
- (2) Five years.

This break in service rule does not apply to any break in service which had become a Permanent Break in Service as of December 31, 1984, under earlier plan

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<sup>1</sup> However, for the period prior to January 1, 1976, you are entitled to have your Years of Vesting Service computed on an Anniversary Year basis, if such computation would result in your being credited with a greater number of Years of Vesting Service.

provisions, and this does not restore Vesting Credit lost under break-in-service rules in earlier plan provisions.

(c) Effects of Break in Service

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If, prior to becoming entitled to a Deferred Vested or Normal Pension, you incur a Permanent Break in Service, then your previous Pension Credits and Years of Vesting Service are cancelled and your Participation is cancelled. You may become a participant again subject to the provisions of Article II. However, resumption of participation will not restore previously cancelled Pension Credits and Years of Vesting Service.

If you experience a break in service which does not constitute a Permanent Break in Service, previously earned Pension Credits and Years of Vesting Service will be restored if you subsequently earn a Year of Vesting Service, and you will again become a Participant upon satisfying the requirements set forth in Article II.

If you separate from Covered Employment but do not experience a One-Year Break in Service, you shall upon resumption of Covered Employment, have the same status under the Plan that you had at the time of such separation.

(d) Old Breaks in Service

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For the periods prior to January 1, 1976, a Break in Service and its effects will be determined by the provisions of the Plan documents in effect at the time of the Break in Service.

(e) Non-Forfeitability

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Once you become entitled to a Deferred Vested Pension you will have a non-forfeitable right to 100% of your Future Service Credits upon attaining Normal Retirement Age, except in the case of your death. Regardless of whether you have become entitled to a Deferred Vested Pension, when you attain Normal Retirement Age while engaged in Covered Employment or while an Active Participant, you will have a non-forfeitable right to 100% of your Future Service Credits, except in the case of death. This section (e) is subject to the "Suspension of Benefits" provisions of Article VIII.

3. Limited Credit for Maternity and Paternity Leave

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Effective January 1, 1985, solely for purposes of computing hours for determining whether you have had a One-Year Break in Service, each hour up to a maximum of 501 hours, during a period of absence from Covered Employment will be credited as an Hour of Service if the absence from such employment was due to any one of the following:

- (a) Your pregnancy;
- (b) The birth of your child;
- (c) You're adopting a child or having a child placed with you for adoption; or



(d) You're caring for such child.

The number of hours to be credited for the period of absence will be the number of hours with which you normally would have been credited, but for the absence from Covered Employment, if such an amount can be ascertained. If this amount cannot be ascertained, you shall be credited with eight Hours of Service for each working day during the leave.

The Hours of Service will be credited in the vesting computation year in which they occur, if the leave occurs totally within one vesting computation year. If the leave takes place in more than one vesting computation year, the Hours of Service will be credited in the vesting year during which the absence begins, if the crediting is necessary to prevent a break in service; otherwise, the Hours of Service will be credited in the following vesting computation year.

Hours of Service under this section will be computed only for purposes of determining whether a One-Year Break in Service has occurred. Such hours will not be counted in calculating your Service Credits, nor will they be counted toward determining whether you have completed a year of service for vesting purposes.

You are required to furnish, upon request by the Fund Office, such timely information as the Plan may reasonably require to establish that the absence was for one of the reasons stated in this subparagraph and/or to establish the number of days for which there was such an absence.

### **C. CREDIT FOR MILITARY SERVICE**

The other provisions of the Plan notwithstanding, service in the armed forces or other uniformed services of the United States shall be credited for purposes of participation, benefit accrual and vesting to the extent required by the Uniformed Services Employment and Reemployment Rights Act.

Pursuant to this law, if:

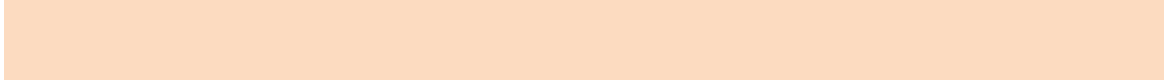
1. you leave Covered Employment to enter active service in one of the uniformed services of the United States; and
2. the period of your active service in the uniformed service is less than five years (with some exceptions set out in 38 U.S.C. §4212(c)); and
3. you return to Covered Employment within 90 days after the completion of your period of service in the uniformed services;

then the Plan will count your period of service in the uniformed services for all purposes under the Plan. You will receive both vesting and benefit credit for that time. You will receive the amount of credit you would have received had you remained in Covered Employment. If this amount cannot be ascertained, you will be credited with eight Hours of Service for each working day of your active service in the military or other uniformed service.

In the case of a death occurring on or after January 1, 2007, if you die while performing qualified military service (as defined in Code Section 414(u)), your survivors are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided

under the Plan as if you had resumed and then terminated employment on account of death. For years beginning after December 31, 2008, if you receive a differential wage payment while performing military service, you are treated as an employee of the employer making the payment, and the differential wage payment is treated as compensation for purposes of determining benefit limits under the Plan.

When you leave Covered Employment to enter the uniformed services and when you return to Covered Employment from such service, you should notify the Fund Office immediately to ensure the Fund's records adequately reflect your military service and all of the credit to which you may be entitled.



## ARTICLE V. - PENSION ELIGIBILITY AND AMOUNTS

### A. NORMAL OR DEFERRED VESTED PENSION

#### 1. Eligibility

You will be eligible for a Normal or Deferred Vested Pension if you have vested in your accrued benefits as described in Article IV.

#### 2. Amount of Normal or Deferred Pension

Effective January 1, 2020, your normal monthly retirement pension payable at your Normal Retirement Age will consist of (1) your Fixed Benefit and (2) your Variable Annuity Benefit.

- (a) **Fixed Benefit.** Your Fixed Benefit will be figured by multiplying your Pension Credits (as described in Article III) earned prior to January 1, 2020 by the appropriate benefit rate that corresponds to your Employer's Contribution rate during the year you earned the Future Service Credit.

Prior to adoption of a Funding Improvement Plan Schedule by your Employer, the monthly benefit rate was equal to approximately 2% of your Employer's annual Contribution rate. For example, if your Employer's monthly Contribution rate was \$287.50, then your Employer's annual Contribution rate is \$3,450 (\$287.50 times 12). Your monthly benefit rate was \$69, which equals \$3,450 times 2%.

Your Employer will adopt one of the following Funding Improvement Plan benefit rate adjustments as part of the bargaining agreement entered into after 2020:

**Preferred Schedule 1** – Prior benefit rate for which your Employer's Contribution rate is multiplied by 7/3.

**Preferred Schedule 2** – Prior benefit rate times 0.50 for which your Employer's Contribution rate is multiplied by 2.

**Preferred Schedule 3** – Prior benefit rate for which your Employer's Contribution rate is multiplied by 10/7.

**Default Schedule** – \$0 benefit rate for which your Employer's Contribution rate is multiplied by 1.8.

Your Benefit is figured in two steps as follows:

- i. First, your Past Service benefit is figured by multiplying \$3.00 times your years of Past Service Credits. If you earned an Hour of Service after June 30, 1995, your past service benefit is calculated by multiplying your years of Past Service Credit by \$6.00.
- ii. Second, your Future Service benefit is calculated. Each Future Service Credit you earned prior to January 1, 2020 is multiplied by the Benefit

Schedule benefit rate that corresponds to your Employer's Contribution rate during the year you earned the Future Service Credit.

- (b) **Variable Annuity Benefit.** Your benefit earned after December 31, 2019 is calculated in the same manner as the Future Service Benefit in (a)(ii) above except the benefit is subject to an annual adjustment that is based on the rate of return on the Plan's assets. The Variable Annuity Benefit will be adjusted for Plan asset returns that are greater or less than 7.0%. 7.0% is the Variable Annuity Benefit's Hurdle Rate. If the annual rate of return on Plan assets is equal to 7.0%, then the Variable Annuity Benefit will not be adjusted.

The Variable Annuity Benefit is subject to an adjustment each year that a Variable Annuity Benefit is earned. Once you begin receiving your Variable Annuity Benefit, it will also be adjusted annually. Each year's adjustment will be based on the prior year's rate of return on Plan assets.

The following is an example of how future Variable Annuity Benefits will be calculated. The example assumes that each year's benefit accrual is \$63.00 per month. Since the Plan did not have a Variable Annuity Benefit in the prior year (2019), in year one (2020), there is no Variable Annuity Plan adjustment.

**EXAMPLE ONLY**

<i>Year</i>	<i>Rate of Return on Plan Assets</i>	<i>Variable Annuity Benefit</i>
1	-23.6%	\$63.00 (no adjustment in year 1).
2	17.5%	\$107.98 = \$63.00 x (1 - 0.236) ÷ (1 + 0.07) PLUS \$63.00
3	15.2%	\$181.58 = \$107.98 x (1 + 0.175) ÷ (1 + 0.07) PLUS \$63.00
4	0.5%	\$258.50 = \$107.98 x (1 + 0.152) ÷ (1 + 0.07) PLUS \$63.00
5	11.8%	\$305.79 = \$107.98 x (1 + 0.005) ÷ (1 + 0.07) PLUS \$63.00
6	20.1%	\$382.51 = \$107.98 x (1 + 0.118) ÷ (1 + 0.07) PLUS \$63.00
7	6.0%	\$492.34 = \$107.98 x (1 + 0.201) ÷ (1 + 0.07) PLUS \$63.00
8	-0.4%	\$550.74 = \$107.98 x (1 + 0.060) ÷ (1 + 0.07) PLUS \$63.00
9	7.9%	\$575.65 = \$107.98 x (1 - 0.004) ÷ (1 + 0.07) PLUS \$63.00
10	14.0%	\$643.49 = \$107.98 x (1 + 0.079) ÷ (1 + 0.07) PLUS \$63.00
11	-5.4%	\$748.59 = \$107.98 x (1 + 0.140) ÷ (1 + 0.07) PLUS \$63.00
12	15.8%	\$724.84 = \$107.98 x (1 - 0.054) ÷ (1 + 0.07) PLUS \$63.00
13		\$847.45 = \$107.98 x (1 + 0.158) + (1 + 0.07) PLUS \$63.00

*Before the Change to a Variable Annuity Benefit:* In the example above, a Future Service Credit of 13 years would result in you having an accrued benefit of \$819.00 per month (13 x \$63.00). Your accrued benefit of \$819.00 per month would not change.

*After the Change to a Variable Annuity Benefit:* In the example above, your accrued benefit for a Future Service Credit of 13 years would be \$847.45 per month. This amount would be subject to an annual adjustment, even after you retire.

## **B. EARLY RETIREMENT PENSION**

### 1. Eligibility

You shall be entitled to retire on an Early Retirement Pension if you meet the requirements under a, b, c, or d:

- (a) You have attained age 60 but not yet attained age 65; and you have at least 15 years of Pension Credit (5 years of which must be Future Service Credit); or
- (b) You have attained age 55 but not yet attained age 65; and you have at least 10 years of Future Service Credit; or
- (c) The sum of your age and years of Future Service Credit total at least 85; or
- (d) You have attained age 50 but have not yet attained age 65; you have at least 5 years of Future Service Credit; and you have been determined by the Social Security Administration to have become totally and permanently disabled while an Active Participant.

**Note for Former Participants in Merged Plans:** Effective for Early Retirement Pensions that first commence on or after January 1, 1990, if you were formerly a participant in a pension plan which has been merged into this Plan pursuant to a merger agreement or arrangement whereby assets of the other plan sufficient to fund the benefits of the participants in that other plan were transferred to this Plan, any Past Service Credits granted by this Plan to you will be treated as Future Service Credits solely for purposes of determining your eligibility for an Early Retirement Pension, as set forth above, and your eligibility for an unreduced Early Retirement Pension or a less reduced Early Retirement Pension, as described in subsection 2 below.

### 2. Amount

#### (a) Generally

Effective January 1, 2011, if you elect to retire before Normal Retirement Age, your benefit will equal the greater of:

- (1) Your accrued benefit as of December 31, 2010 payable under the provisions of the Plan in effect on that date, or
- (2) Your accrued benefit reduced by  $\frac{1}{2}$  of 1% for each month that your Annuity Starting Date precedes your 65<sup>th</sup> birthday.

(b) Special Rule For Participants Who Have 20 Years of Service

For purposes of applying the provisions in (a)(1) above, there shall be no early retirement reduction if you have earned 20 full Years of Future Service Credit and have reached age 60.

Effective January 1, 2011, if you have earned 20 full Years of Future Service Credit but have not yet attained age 60, your benefit will equal the greater of:

- (1) Your accrued benefit as of December 31, 2010 payable under the provisions of the Plan in effect on that date, or
- (2) Your total accrued benefit as of your Annuity Starting Date be reduced by  $\frac{1}{2}$  of 1% for each month by which the Annuity Starting Date of your pension precedes age 60.

(c) Special Rule of 85 Early Retirement

Effective for Early Retirement Pensions first commencing on or after January 1, 1994, there shall be no early retirement reduction if the sum of your age and years of Future Service Credit total at least 85.

Effective January 1, 2011, if you are eligible for Rule of 85 Early Retirement and you elect to receive an Early Retirement Pension, your benefit will equal the greater of:

- (1) Your accrued benefit as of December 31, 2010 payable under the provisions of the preceding paragraph or,
- (2) Your total accrued benefit as of your Annuity Starting Date reduced by 0.5% for each month that your Annuity Starting Date precedes your 65<sup>th</sup> birthday, but the total reduction will not exceed 20%.

(d) Disability Early Retirement

Effective January 1, 2011, for Early Retirement pensions provided under subsection B1(d) above, by reason of disability, your Early Retirement Disability Pension will equal your accrued benefit as of your Annuity Starting Date reduced by 0.5% for each month that your Annuity Starting Date precedes your 65<sup>th</sup> birthday, but the total reduction will not exceed 60%.

(e) Special Rule For Early Retirees Who Return to Covered Employment

If you first retired with less than the number of Future Service Credits then required to qualify for an unreduced Early Retirement Pension and you return to Covered Employment and earn additional Future Service Credit so that your total years of Future Service Credit equal or exceed the number required at the time of your first retirement to qualify for the unreduced Early Retirement Pension, then you shall be entitled upon the resumption of your pension payments to a monthly benefit which shall be the sum of:

- (1) The monthly benefit to which you were entitled upon first commencing receipt of an Early Retirement Pension without adjustment of the reduction formula on account of your subsequent Covered Employment, plus
- (2) The amount of monthly benefit to which you are entitled as a result of Covered Employment subsequent to the date on which you commenced receiving an Early Retirement Pension.

Only this latter component of your resumed pension shall be calculated in accordance with the more liberal reduction formula set forth in the preceding paragraphs.

(f) Early Retirement Rules for Deferred Vested Participants

Effective January 1, 2011, if you terminated Covered Employment before January 1, 2011 and your Annuity Starting Date is after July 1, 2011, your deferred vested pension will equal your total accrued benefit as of your Annuity Starting Date reduced 0.5% for each month that your Annuity Starting Date precedes your 65th birthday.

Effective January 1, 2011, if you work one hour on or after January 1, 2011, terminate Covered Employment, and your Annuity Starting Date is more than six months after you terminate, your deferred vested pension benefit will equal the greater of:

- (1) Your accrued benefit as of December 31, 2010 payable under Plan provisions in effect on that date; or
- (2) Your total accrued benefit as of your Annuity Starting Date reduced by 0.5% for each month that your Annuity Starting Date precedes your 65<sup>th</sup> birthday.

- (g) If you accrue benefits under the Plan on or after January 1, 2020, your Early Retirement Pension will be subject to the annual adjustment as set forth in Section V.2 (b) above.

**C. MINIMUM PENSION**

**1. Eligibility**

In order to qualify for a Minimum Pension, you must:

- (a) Become entitled to a Normal or Early Retirement Pension prior to your separation from Covered Employment or prior to the time you cease to be an Active Participant; and
- (b) Have become a Participant before July 1, 1977; and

- (c) Have at least 20<sup>1</sup> years of Pension Credits, five of which are Future Service Credits (six months of Future Service if you reached age 65 before January 1, 1981).

**2. Amount**

Your Minimum Pension benefit will be determined using your employer’s highest contribution rate at which you earned 12 or more months of Future Service Credit under Benefit Schedule I. If you became a Participant before January 1, 1976, the contribution rate will be the highest rate at which you earned at least six months of Future Service Credits under Benefit Schedule I.

The Minimum Pension will not be increased to reflect the increased benefit rate under Schedule II. However, if your contribution rate under Schedule II was increased solely to maintain your Schedule I benefit rate, your future service under Schedule II will be counted towards satisfaction of the 12 (or six) month requirement.

The Minimum Pension schedule is as follows:

Contribution Rates		
Schedule I At Expiration	Schedule II Maintenance Rate	Minimum Monthly Normal Retirement Pension
\$17.35	\$23.00	\$100.00
\$26.05	\$34.50	\$150.00
\$34.70	\$46.00	\$200.00
\$43.40	\$57.50	\$250.00
\$52.05	\$69.00	\$300.00
\$60.75	\$80.50	\$350.00
\$69.40	\$92.00	\$400.00
\$78.10	\$103.50	\$450.00
\$86.75	\$115.00	\$500.00
\$95.45	\$126.50	\$550.00

If you receive a Minimum Pension instead of an Early Retirement Pension, your Minimum Pension will be reduced as would any other pension on Early Retirement.

**3. Limitation**

The provisions of this Section (c) do not apply to benefits accrued on or after January 1, 2020.

**D. MAXIMUM PENSION**

The Internal Revenue Code requires that a pension plan must provide, and this Plan therefore states, that your annual benefits under the Plan may not exceed the “Maximum Permissible

<sup>1</sup> If you became a Participant prior to January 1, 1976, but have fewer than 20 years of Pension Credits, yet meet all other requirements for a Minimum Pension, you will be entitled to a prorated Minimum Pension based on the ratio of your actual Pension Credits to 20.



Amount” established by law. Effective January 1, 2023, the Maximum Permissible Amount payable at your normal retirement age was \$265,000 per year. If you commence receiving your benefits at a time other than your Normal Retirement Age or receive your benefits in a form other than a monthly benefit payable for your life or a 50% Joint-and-Survivor Pension, or have fewer than 10 years of service, the Maximum Permissible Amount is reduced actuarially to take such variations into account.

***E. LATE PENSION***

If you are not in Suspendible Service (see Article VIII, Suspension of Benefits) and you do not choose to commence receiving benefits until after your Normal Retirement Age, the amount of your monthly benefit will be increased to reflect your age. You must start receiving your benefits no later than the mandatory distribution age set forth in Section C.3 of Article IX.

***F. MINIMUM MONTHLY PAYMENTS***

Subject to the provisions of Section D above, the minimum amount of your monthly benefit payment will be \$20.00.



## **ARTICLE VI. - FORMS OF BENEFITS**

### **A. GENERALLY**

The amount of the monthly benefits shown in Article V are all calculated on the basis of benefits being paid in the Normal Form of Benefits. The Normal Form is a monthly benefit payable for your life with a minimum of 60 payments guaranteed. If you choose to receive your benefits in one of the other forms of benefits described in this Article of the SPD, the amount of your monthly benefits will be actuarially adjusted so that it is the actuarial equivalent of the Normal Form of Benefits.

You may choose only one form of benefit and you may not change the form in which you receive benefits once your election period and Annuity Starting Date have passed.

### **B. NORMAL FORM OF BENEFITS**

#### **1. 60-Month Certain and Life Pension**

The Normal Form of Benefits is the 60-Month Certain and Life form of benefits, which provides a monthly benefit commencing on your Annuity Starting Date and continuing for your life. The Plan guarantees a minimum of 60 payments will be made to you or you and your Beneficiary. There are, however, a number of optional benefit forms from which you may choose. If you choose one of the optional forms, the actual amount of your monthly benefit will be adjusted so that it is the actuarial equivalent of the Normal Form of benefits.

If you are single and do not choose one of the optional forms of benefits, your benefits will be paid in the Normal Form.

#### **2. Payments After Your Death.**

If you die prior to receiving 60 monthly benefit payments, the balance of those 60 monthly payments will be made to your designated Beneficiary. If none of your designated Beneficiaries is alive at the time of your death, the balance of the payments will be made to your estate. If your Beneficiary who has commenced receiving benefits under this 60-Month Certain and Life Pension dies and there is no living successor Beneficiary, the balance of the 60 payments will be paid to the estate of that Beneficiary.

### **C. 50% JOINT-AND-SURVIVOR PENSION**

#### **1. Generally**

If, however, you are married on your Annuity Starting Date, your benefits will be paid in the form of the 50% Joint-and-Survivor Pension unless you and your Spouse elect another form. This form of benefits provides you with monthly benefits commencing on your Annuity Starting Date and continuing for your life. If you die before your surviving Spouse, it provides your surviving Spouse, for the remainder of his or her lifetime, with monthly benefits equal to 50% of the monthly benefits you received. Your monthly benefits are reduced so that your benefits and your Spouse's are the actuarial equivalent of the 60-

Month Certain and Life form of benefits described above. You may elect another form of benefit provided your Spouse agrees in writing to waive the 50% Joint-and-Survivor form of benefits.

## 2. Waiver of 50% Joint-and-Survivor Pension

As indicated above, if you are married on your Annuity Starting Date, you will receive your benefits in the form of the 50% Joint-and-Survivor Pension unless you waive that form of benefits and your Spouse consents in writing to the waiver. The waiver must be witnessed by a notary or by a Plan representative. If you prove to the satisfaction of a Plan representative that you cannot obtain the consent of your Spouse to the waiver because you cannot locate your Spouse, because you do not have a Spouse or for such other reason as permitted by law, the 50% Joint-and-Survivor Pension can be waived without such consent. Your Spouse's consent to waive the 50% Joint-and-Survivor Pension is irrevocable.

## 3. Pop-Up Feature

If your Annuity Starting Date was on or after January 1, 1995, and you elected any Joint-and-Survivor Pension, and your Spouse predeceases you, in the month following the death of your Spouse, your monthly pension benefits will pop-up to the amount you would have received under the Normal Form. No condition or element of your benefits will change except the amount.

Effective June 1, 2020, the increased benefit described in this Subsection 3 will be effective on the first day of the month following the date you provide the Fund Office with your Spouse's original certified death certificate and a written request for the "pop-up" benefit. There will be no retroactive benefits paid for any period prior to receipt of the request by the Fund Office.

# **D. 75% JOINT-AND-SURVIVOR PENSION**

## 1. Description

This benefit provides you with monthly payments commencing on your Annuity Starting Date and continuing for your life. If you die before your surviving Spouse, it provides your surviving Spouse, for the remainder of his or her lifetime, with monthly benefits equal to 75% of the monthly benefits you received. Your monthly benefits are reduced so that your benefits and your Spouse's are the actuarial equivalent of the 60-Month Certain and Life form of benefits described above.

## 2. Eligibility

If you are eligible for a Normal or Early Retirement Pension and you and your Spouse elect not to receive the 50% Joint-and-Survivor Pension, you may elect the 75% Joint-and-Survivor Pension.

## 3. Pop-Up Feature

If your Annuity Starting Date was on or after January 1, 1995, and you elected the 75% Joint-and-Survivor Pension, and your Spouse predeceases you, in the month following the death of your Spouse, your monthly pension benefits will pop-up to the amount you would have received under the Normal Form. No condition or element of your benefits will change except the amount.

Effective June 1, 2020, the increased benefit described in this Subsection 3 will be effective on the first day of the month following the date you provide the Fund Office with your Spouse's original certified death certificate and a written request for the "pop-up" benefit. There will be no retroactive benefits paid for any period prior to receipt of the request by the Fund Office.

#### **E. 100% JOINT-AND-SURVIVOR PENSION**

##### **1. Description**

This benefit provides you with monthly payments commencing on your Annuity Starting Date and continuing for your life. If you die before your surviving Spouse, it provides your surviving Spouse, for the remainder of his or her lifetime, with monthly benefits equal to 100% of the monthly benefits you received. Your monthly benefits are reduced so that your benefits and your Spouse's are the actuarial equivalent of the 60-Month Certain and Life form of benefits described above.

##### **2. Eligibility**

If you are eligible for a Normal or Early Retirement Pension and you and your Spouse elect not to receive the 50% Joint-and-Survivor Pension, you may elect the 100% Joint-and-Survivor Pension.

##### **3. Pop-Up Feature**

If your Annuity Starting Date was on or after January 1, 1995, and you elected the 100% Joint-and-Survivor Pension, and your Spouse predeceases you, in the month following the death of your Spouse, your monthly pension benefits will pop-up to the amount you would have received under the Normal Form. No condition or element of your benefits will change except the amount.

Effective June 1, 2020, the increased benefit described in this Subsection 3 will be effective on the first day of the month following the date you provide the Fund Office with your Spouse's original certified death certificate and a written request for the "pop-up" benefit. There will be no retroactive benefits paid for any period prior to receipt of the request by the Fund Office.

#### **F. EARLY RETIREMENT WITH LEVEL INCOME OPTION**

##### **1. Description**

This benefit form is designed to provide you with a reasonably constant level of monthly income before and after you begin receiving Social Security benefits. Up to and including the month in which you turn 62, the Plan pays you a higher monthly pension, and after

your 62<sup>nd</sup> birthday, a reduced amount. In this way, your benefits from this Plan prior to the time you begin receiving Social Security benefits will be roughly the same as your total retirement income after you begin receiving Social Security benefits. Once your benefits begin under this option, you may not change the form of your benefits even if you do not, for some reason, begin receiving your Social Security benefits at age 62. Payments for this option cease upon Participant's death.

## 2. Eligibility

If you are eligible for Early Retirement benefits and you and your Spouse elect not to receive the 50% Joint-and-Survivor Pension you may elect the Early Retirement with Level Income Option Pension.

## 3. Not Available for Small Pensions

The Early Retirement with Level Income Option is not available if the monthly payment commencing upon your reaching age 62 would be less than \$30.00.

# ***G. EARLY RETIREMENT WITH LEVEL INCOME AND JOINT-AND-SURVIVOR OPTIONS***

## 1. Description

This option like the one described in Section F above is designed to provide a fairly level stream of income before and after you begin receiving Social Security benefits. You receive increased benefits up to and including the month in which you turn 62 and reduced benefits thereafter. If you elect the Level Income and 50% Joint-and-Survivor Pension and you predecease your Spouse, this option provides your Spouse with monthly benefits for his or her life equal to 50% of those you would have received had you not died. If you elect the Level Income and 75% Joint-and-Survivor Pension and you predecease your Spouse, this option provides your Spouse with monthly benefits for his or her life equal to 75% of those you would have received had you not died. If you elect the Level Income and 100% Joint-and-Survivor Pension and you predecease your Spouse, this option provides your Spouse with monthly benefits for his or her life equal to 100% of those you would have received had you not died.

## 2. Eligibility

You may elect this option if you are married, are eligible for Early Retirement, and you and your Spouse choose not to receive the 50% Joint-and-Survivor Option.

## 3. Pop-Up

If your Annuity Starting Date was on or after January 1, 1995, and you elected a Joint-and-Survivor Pension, and your Spouse predeceases you, in the month following the death of your Spouse, your monthly pension benefits will pop-up to the amount you would have received under the Normal Form. No condition or element of your benefits will change except the amount.

Effective June 1, 2020, the increased benefit described in this Subsection 3 will be effective on the first day of the month following the date you provide the Fund Office

with your Spouse’s original certified death certificate and a written request for the “pop-up” benefit. There will be no retroactive benefits paid for any period prior to receipt of the request by the Fund Office.

4. Not Available for Small Pensions

The Early Retirement with Level Income and Joint-and-Survivor option is not available if the monthly payment commencing upon your reaching age 62 would be less than \$30.00.

**H. 120-MONTH CERTAIN AND LIFE PENSION**

1. Description

This benefit provides you with monthly benefits commencing on your Annuity Starting Date and continuing for your life. However, if you die prior to receiving 120 monthly payments, the balance of the 120 payments will be made to your designated Beneficiary.

2. Eligibility

You are eligible to elect this option if you are eligible for a Normal or Early Retirement Pension and you and your Spouse, if any, elect not to receive the 50% Joint-and-Survivor Pension.

3. Payments After Your Death

If you die prior to receiving 120 monthly benefit payments, the balance of those 120 monthly payments will be paid in the same fashion as described in Section B2 of this Article VI.

**I. EFFECT OF A QUALIFIED DOMESTIC RELATIONS ORDER**

A Qualified Domestic Relations Order (QDRO) can require the Plan to pay part or all of your benefits to your Spouse, former Spouse, or child. A QDRO can also require that a former Spouse be treated as your surviving Spouse for purposes of some or all of your benefits.

Your current Spouse on your Annuity Starting Date cannot be treated as your surviving Spouse to the extent a QDRO requires the Plan to treat a former Spouse as your surviving Spouse or requires some other person to be treated as an alternate payee of your benefits. For example, if a QDRO required that your former Spouse be treated as your surviving Spouse as to all of the benefits you accrued through the date of your divorce, your current Spouse would be entitled to the 50% Joint-and-Survivor benefits only with reference to the portion of your benefits you earned after your divorce.



## **ARTICLE VII. - BENEFITS PAYABLE PRIOR TO YOUR ANNUITY STARTING DATE**

### **A. PRE-RETIREMENT SURVIVOR ANNUITY**

#### **1. Eligibility**

Your surviving Spouse will receive a Pre-Retirement Survivor Annuity in the following circumstances:

- (a) You are vested (see Article IV);
- (b) You die before your Annuity Starting Date; and
- (c) You and your Spouse were married throughout the 12-month period ending on the day before your death.

#### **2. Amount**

The Pre-Retirement Survivor Annuity pension pays your Spouse 50% of the benefit you would have received under the 50% Joint-and-Survivor annuity form if you had survived to age 55 and retired the day before your death. If you die after attaining age 55, then your Spouse will receive 50% of the benefit you would have received under the 50% Joint-and-Survivor annuity if you had retired on the day before your death. This benefit will be paid commencing in the first month following your death.

#### **3. Effect of QDRO**

To the extent a qualified domestic relations order requires a former Spouse be treated as your surviving Spouse or otherwise designates an alternate payee to receive part of your pension, your surviving Spouse will not be treated as such.

## **ARTICLE VIII. - SUSPENSION OF BENEFITS**

### **A.      GENERALLY**

Benefits provided under this Plan are intended to provide you with income only during your retirement. Therefore, if you return to Suspendible Service (defined below) after your Annuity Starting Date or you remain in Suspendible Service after you reach Normal Retirement Age, the Plan will permanently withhold your benefits for each month during which you are engaged in Suspendible Service.

### **B.      SUSPENDIBLE SERVICE**

After you reach your Normal Retirement Age under the Plan, you will be in Suspendible Service in a month if you work 40 or more hours of employment or self-employment in that month in:

1.      An industry<sup>1</sup> in which any employees covered under this Plan were employed and accruing benefits at the time of your Annuity Starting Date;
2.      A trade or craft<sup>2</sup> in which you were employed at any time under the Plan; and
3.      The geographic area<sup>3</sup> covered by the Plan.

Prior to the date you reach your Normal Retirement Age, Suspendible Service will include the same kinds of service that would constitute Suspendible Service for Normal Retirement Age individuals plus any work in Covered Employment (as defined in Article I of this booklet).

### **C.      SUSPENSION AND RESUMPTION OF BENEFIT PAYMENTS**

#### **1.      Suspension**

The Plan will permanently withhold your benefits for each month you are in Suspendible Service after your Annuity Starting Date or after you have reached your Normal Retirement Age. If the Plan makes benefit payments to you for months during which you are engaged in Suspendible Service, the Plan will deduct those amounts it paid you from benefit payments that become due to you in future months. The deduction in any one month may not exceed 25% of the

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<sup>1</sup> The term "industry" shall mean the business activities of the types engaged in by any Contributing Employer.

<sup>2</sup> The term "trade or craft" shall mean: (i) a skill or skills learned during a significant period of training or practice which is applicable in occupations in the same industry, or (ii) a skill or skills, relating to selling, retailing, managerial, clerical or professional occupations, or (iii) supervisory activities relating to a skill or skills described in (i) or (ii).

<sup>3</sup> The "geographic area covered by the Plan" is the area consisting of the State of Missouri, the State of Illinois, and any Standard Metropolitan Statistical Area which falls in part within Missouri or Illinois.



benefit due to you in that month, except the Plan may deduct up to 100% of the first benefit payment due to you on the resumption of your benefits.

2. Resumption of Benefit Payments

If your benefit payments are suspended, they will resume on or before the first day of the third calendar month after the calendar month during which you cease to be employed in Suspendible Service, provided you have complied with the notice requirements described in Section D below. The initial payment shall include the payment for the month in which payments resume and any amounts withheld between the time your Suspendible Service ended and the resumption of payments, less any amounts subject to the deduction or offset described in paragraph C1 above.

**D. NOTICES, CERTIFICATION, REQUEST FOR STATUS DETERMINATION AND APPEAL**

1. Notices And Certifications You Are Required To Give Plan Administrator

(a) Notice of Employment or Self-Employment

If you are receiving benefits under this Plan, you must notify the Fund Office of your return to employment or self-employment within 30 days after you commence such employment or self-employment.

(b) Notice of Termination of Employment or Self-Employment

If your benefits have been suspended, you must, as a condition to the resumption of your benefits, file a resumption notice with the Fund Office on a form that will be provided to you by the Fund Office.

(c) Certification of Unemployment

The Fund Office may require that you certify that you are unemployed or that you provide other information sufficient to establish that any employment or self-employment in which you are engaged does not constitute Suspendible Service.

2. Notice Provided by the Plan

The Plan will notify you when it determines that you are in Suspendible Service and your benefits are being or will be withheld.

3. Request for Determination of Suspendible Service

You may request in writing directed to the Fund Office a determination as to whether specific employment or self-employment you are contemplating will constitute Suspendible Service. The Fund Office will respond to such a written request within a reasonable time.

4. Appeal

You may appeal any determination made by the Plan under this section by requesting the Trustees to review such determination in the manner described at Subsection B2 of Article IX of this SPD. The Trustees will make a determination within the time set out in B2 of Article IX for deciding appeals.

**E. FORM AND AMOUNT OF RESUMED PENSION**

1. Additional Credits

While your benefits are suspended, you may earn additional Future Service Credits provided you satisfy the participation and benefit accrual requirements. Your resumed benefits will take into account any such additional Future Service Credits you earn.

2. Form of Benefits

Your benefits after suspension will be paid in the form in which you were receiving benefits prior to the suspension, except that if you had not attained your Normal Retirement Age at the time of your initial Annuity Starting Date, you will have a new Annuity Starting Date with reference to any benefits you accrued while your benefits were suspended.

3. First Retirement After Normal Retirement Age

If you did not start your benefits but continued to work in Suspendible Service after your Normal Retirement Age, when you leave Suspendible Service and commence your benefits, those benefits will be based on all of your Service Credits. However, there will be no actuarial increase because you are beyond your Normal Retirement Age.

**ARTICLE IX. - APPLYING FOR BENEFITS, BENEFIT PAYMENTS, APPEAL OF DENIAL  
OF BENEFITS**

**A. APPLYING FOR BENEFITS**

**1. Contact the Fund Office**

When you are considering retirement, or when your Beneficiary or surviving Spouse is seeking benefits, you or the other appropriate individual should contact the Fund Office at:

District No. 9, I.A.M.A.W.  
Pension Trust Fund  
12365 St. Charles Rock Road  
Bridgeton, Missouri 63044  
(314) 739-6442  
(888) 739-6442

Because it may take some time to complete and process an application for any sort of benefits, you should contact the Fund Office 30 to 90 days before you want your pension benefits to start. Your surviving Spouse or Beneficiaries should contact the Fund Office immediately upon your death.

**2. Your Retirement Benefits**

After you contact the Fund Office and indicate your desire to retire, you will elect your Annuity Starting Date and the Fund Office will provide you with notice of your benefit options. Your Annuity Starting Date can be no more than 180 days after the date on which you receive the notices from the Fund Office, but can be as early as the first day of the month in which you receive those notices, provided you had already left Covered Employment on that date. If you are disabled, you should apply for your Early Retirement benefit under Section B1(d) of Article V of this booklet, as soon as the Social Security Administration notifies you that you qualify for Social Security disability benefits. Once you elect the form of benefits you desire, the Fund Office will provide you with the forms that you and your Spouse must complete. In completing the forms provided by the Fund Office, you will elect the form of benefits you desire and elect your Annuity Starting Date. In completing the forms, you will also designate the Beneficiary of any payments guaranteed under either the 60-Month Certain and Life Option or the 120-Month Certain and Life Option. If you are married, such a Beneficiary designation cannot be changed unless your Spouse agrees to the change or agrees to let you change the designation. Even if the appropriate forms have been completed and submitted to the Fund Office, you must be alive on your Annuity Starting Date to receive your elected benefit option.

### 3. Beneficiaries, Surviving Spouses and Alternate Payees

When your Beneficiary or surviving Spouse, or an alternate payee under a QDRO, contacts the Fund Office, that individual will be provided with the appropriate necessary forms and will be given a list of documents required to complete the application for the benefit sought.

### 4. Plan's Right to Request Information

The Plan has the right to request, and any person claiming benefits must furnish, any information and documentation the Plan may reasonably need to review any claim for benefits.

### 5. False, Fraudulent or Omitted Information

If anyone claiming benefits from this Plan makes a willfully false statement, furnishes false or fraudulent documentation or information, or fails to provide relevant information with reference to an application for benefits or ongoing entitlement to benefits, benefits may be suspended or discontinued. Further, the Trustees shall have the right to recover by withholding future benefits or by any other means any overpayments or any benefits paid to anyone not rightfully entitled to such benefits.

## ***B. PLAN'S REVIEW OF CLAIM AND YOUR RIGHT TO APPEAL DENIAL OF BENEFITS***

### 1. Review of Claim

When all of the forms, information and documents required to complete the claim process have been submitted, the Plan will review the claim and determine whether to grant or deny it.

The Plan will provide the claimant with a response to the claim within 90 days after the claimant submits all of the necessary documentation. This 90-day period may be extended up to 90 additional days. Claims for disability benefits will be decided within 45 days, with up to a 60-day extension.

If a claim is denied, the claimant will be furnished, in writing:

- (a) the specific reasons for the denial,
- (b) the specific Plan provisions on which the denial is based,
- (c) a description and reason for needing any additional material or information needed to reconsider the claim, and an explanation of why the material is necessary,
- (d) an explanation of the review procedure, and the time limits, and
- (e) notice of the claimant's right to sue the Plan under Section 502 of ERISA following an adverse determination by the Trustees on appeal.

If circumstances require an extension of time to process the claim, the Plan Office will notify the claimant of the anticipated length of the delay and the reasons for the delay.

## 2. Right to Appeal From Denial of a Claim

If a claim is denied in whole or in part, the claimant or his or her authorized representative may, within 90 days (180 days for denials of disability benefits):

- (a) make a written request for a claim review by the Board of Trustees,
- (b) review or receive free of charge, upon written request, copies of documents relating to the denial, and
- (c) submit issues and comments in writing to the Board of Trustees.

Such requests should be sent to:

Board of Trustees  
District No. 9, I.A.M.A.W. Pension Trust  
12365 St. Charles Rock Road  
Bridgeton, Missouri 63044

The Board of Trustees will review the claimant's appeal and will consider all comments, documents, records and other information submitted by the claimant in connection with the original claim and the appeal. The Trustees shall make their determination within 60 days of receipt of the appeal or at the next regularly scheduled meeting of the Board, whichever is later.

The claimant will be notified within five days after the Trustees make their decision. If the Trustees' decision is adverse, the notice will include the same classes of information included in the original denial. Exhaustion of the administrative review procedures described in this section is required before any civil actions may be taken under Section 502(a) of ERISA.

Under federal law you have the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act ("ERISA") if you are dissatisfied with the decision of the Trustees on review. Before bringing such an action in any court or before any agency to recover benefits or seek relief under this Plan, you must exhaust the Plan's claims and appeals procedure set forth herein. Any such action under ERISA must be filed within two years of the date on which the Trustees' issued their final decision on review.

## **C. PAYMENT OF BENEFITS**

### **1. Retirement Benefits**

If your application for benefits is approved, your benefits will be payable commencing on your Annuity Starting Date. While your Annuity Starting Date can be as early as the first day of the month in which you receive the notices described in subsection A2 of this Article IX, you cannot actually receive any benefits until at least seven days have passed after the date on which you receive those notices. In reality, it usually takes more than seven days after you submit your completed application to process that application and transmit your first benefits.

If you qualify for Early Retirement because Social Security has determined you are disabled and if you file your application for Early Retirement benefits within 90 days after Social Security first notifies you, you are eligible for disability benefits, you may elect an Annuity Starting Date as early as the first date for which Social Security paid you disability benefits. Effective January 1, 2015, if you qualify for Early Retirement Benefits because you have been determined by the Social Security Administration to be disabled, you may elect an Annuity Starting Date as early as the first day of the month following the later of the following two dates:

- (a) The date on which the Social Security Administration has determined that the disability commenced or
- (b) The date on which you filed your application for the benefit.

Your benefits will continue for your life, unless suspended pursuant to the Suspension of Benefits rules set forth in Article VIII of this Summary Plan Description. Upon your death, benefits will continue to your surviving Spouse if you elected a benefit form that provides a surviving Spouse benefit or will continue to your designated beneficiary for a limited time if you elected a benefit form that provides a guaranteed number of payments.

Your monthly benefits are paid via electronic deposit made by the District 9 Pension Trust.

### **2. Other Benefits**

Benefits due to an alternate payee pursuant to a QDRO will be paid consistently with the court order and, if applicable, the benefit option selected by the alternate payee.

### **3. Mandatory Distributions**

Regardless of whether or not you are still employed, the payment of your benefits under this Plan must begin no later than April 1<sup>st</sup> of the year following the year in which you reach:

- Age 70 ½, if you attained age 70 ½ prior to January 1, 2020;

- Age 72, if you attained age 70 ½ on or after January 1, 2020 and attained age 72 prior to January 1, 2023; or
- Age 73, if you attain age 72 on or after January 1, 2023.

Your entire benefit must be paid during your life and the life of your Beneficiary.

#### ***D. DESIGNATION OF BENEFICIARY***

The Fund Office will provide the form for designating your Beneficiary. You may change your Beneficiary designation by filing a new designation form with the Pension Office. Your Beneficiary designation and any changes to it must be made in writing.

Your Beneficiary, if you are married, is your Spouse, unless your Spouse consents in writing to another Beneficiary. If you are not married and you do not designate a Beneficiary or if no designated Beneficiary survives you, any benefits payable on your death will be paid to your estate.

#### ***E. FAILURE TO TIMELY CLAIM BENEFITS***

There is no time limit for filing a claim for benefits except Early Retirement benefits by reason of disability. To the extent you or your Beneficiary can prove you are entitled to benefits, a claim will be honored regardless of when filed. However, there are time limits within which you must complete your application forms once you have requested them from the Fund Office. Moreover, there are time limits that apply to your right to appeal from the Plan's denial of benefits, and there are legal time limits that apply to your right to sue the Plan or its Trustees regarding any denial of a claim for benefits. Furthermore, a long delay in applying for benefits can make it difficult or impossible for the claimant to prove entitlement to benefits. Therefore, you should always keep the Fund Office informed of your current address and you should make sure your Spouse and Beneficiaries know they may be entitled to benefits from this Plan.

With respect to Early Retirement Benefits by reason of disability, you must contact the Fund Office within 90 days after you receive the first notice from the Social Security Administration showing you are eligible for disability benefits. If you do not contact the Plan within that 90-day period, you will not be permitted to elect a retroactive Annuity Starting Date.

#### ***F. QDRO PROCEDURES***

The Plan has a procedure for reviewing domestic relations orders to determine if they are qualified. If you would like a copy of the procedure or a sample QDRO, contact the Fund Office.

***G. OVERPAYMENTS***

Any overpayment of benefits will be addressed by the Trustees in accordance with applicable law. If recoupment of overpayment is sought, you or your Beneficiary (as applicable) may contest all or part of the recoupment pursuant to the procedures in Section IX B. above.



***ARTICLE X. - TOP-HEAVY PROVISIONS OF PLAN***

Qualified retirement plans are required by the Internal Revenue Code to include provisions that will take effect if the plan becomes top-heavy. Basically, a top-heavy plan is one in which key employees (officers and owners) have accrued 60% of all of the benefits accrued by participants in the plan. If a plan becomes top-heavy, special more liberal vesting and benefit accrual provisions must be implemented. While it is extremely unlikely this Plan will ever become top-heavy, it does contain the required provisions. Should the plan become top-heavy, you will be notified.

## **ARTICLE XI - AMENDMENT AND TERMINATION OF PLAN**

### **A. TRUSTEES CAN AMEND OR TERMINATE PLAN**

The Trustees reserve the right to amend or terminate this Plan at any time. The Trustees may make such changes by majority vote at a regular or special meeting. If any material changes are made in the Plan in the future, you will be notified of them.

### **B. BENEFITS IF PLAN TERMINATES**

Termination of the Plan is unlikely. However, in the event of the Plan's termination or partial termination which affects you, you will become immediately vested in 100% of the benefit you have accrued as of the date of termination. Trust Fund assets will be used to provide benefits to retirees, beneficiaries and active participants, up to the total amount of assets in the Trust Fund.

### **C. PENSION BENEFIT GUARANTY CORPORATION**

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by:

- 100% of the first \$11.00 of the monthly benefit accrual rate and
- 75% of the next \$33.00 of the monthly benefit accrual rate.

The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870. This maximum guarantee changes from time to time.

The PBGC guarantee generally covers:

- normal and early retirement benefits;
- disability benefits if you become disabled before the plan becomes insolvent; and
- certain benefits for your survivors.

The PBGC guarantee generally does not cover:

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

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, 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>.

**ARTICLE XII. - GENERAL INFORMATION ABOUT THE PLAN**

**A. NAME AND OTHER IDENTIFYING INFORMATION**

Name: District No. 9, International Association of Machinists and Aerospace Workers Pension Plan

Plan Serial Number Assigned by Sponsor: 001

Employer Identification Number (EIN): 43-0736847

Plan Year: January 1 through December 31

Original Plan Effective Date: January 14, 1957

**B. TYPE OF PLAN**

This Plan is known as a defined benefit pension plan. That means the benefits to be provided are specified in the Plan.

**C. PLAN SPONSOR AND PLAN ADMINISTRATOR**

The Board of Trustees, which is composed of representatives of the Union and the Employers who contribute to the Fund, is both the Plan Sponsor and Plan Administrator. As of January 1, 2023, the Trustees are:

**Union Trustees**

Jason Tetidrick, Managing Trustee  
District No. 9, I.A.M.A.W.  
12365 St. Charles Rock Road  
Bridgeton, Missouri 63044

Joe Eccardt  
District No. 9, I.A.M.A.W.  
12365 St. Charles Rock Road  
Bridgeton, Missouri 63044

Tracy Gardner  
District No. 9, I.A.M.A.W.  
12365 St. Charles Rock Road  
Bridgeton, Missouri 63044

**Management Trustees**

Daniel J. Sinclair  
Dave Sinclair Buick GMC  
5655 South Lindbergh Boulevard  
St. Louis, Missouri 63123

Don Brown  
Don Brown Chevrolet  
2244 South Kingshighway  
St. Louis, Missouri 63110

Tim Jost  
Fulton Iron & Manufacturing  
3844 Walsh  
St. Louis, Missouri 63116

**D. COLLECTIVE BARGAINING AGREEMENTS**

This Plan is maintained pursuant to various collective bargaining agreements between the Union and Contributing Employers. Upon written request, the Fund Office will furnish you with information as to whether a particular employer contributes to the Plan. The Plan Administrator will also furnish you with a copy of any collective bargaining agreement. Such agreements are also available for your inspection at the Fund Office.

***E. SOURCE OF FUNDS***

The Plan is funded exclusively through contributions from Contributing Employers and any interest, dividends or other investment proceeds earned by those monies. The amount of the employers' contributions is set forth in the various collective bargaining agreements.

***F. INVESTMENTS***

Those monies of the Trust Fund which are not immediately needed for the current payment of benefits or administrative expenses are invested under the direction of various professional investment advisors. Further, some of the Trust Fund's monies are invested in group annuity contracts issued by various insurance companies. For a current list of these investment advisors and insurance companies, contact the Fund Office.

***G. AGENT FOR SERVICE OF LEGAL PROCESS***

If you sue the Plan, you may serve your lawsuit on the Plan Sponsor and Plan Administrator at the address listed above or on any of the Trustees at their addresses listed above or at the address of the Fund Office shown above.

***H. BENEFITS MAY NOT BE ASSIGNED OR ALIENATED***

Neither you nor your Beneficiary may sell, use as security for a loan, transfer ownership of, or in any other way assign your retirement benefit to any other person or entity. To the maximum extent permitted by law, your benefits will be exempt from the claims of creditors. However, the Plan shall pay benefits in accordance with any Qualified Domestic Relations Order as defined under Section 414(p) of the Internal Revenue Code.

***I. INTERPRETATION, CONSTRUCTION AND APPLICATION OF PLAN DOCUMENTS***

The Trustees have the discretionary authority to interpret and construe the terms of the documents which govern the operation of this Plan, including, but not limited to, any terms relating to eligibility or benefits and any ambiguous terms. The Trustees also have discretionary authority to find facts and apply the terms of the Plan's governing documents to the facts. Any determinations made by the Trustees shall be binding on all parties. The determinations of the Trustees are intended to be subject to the highest level of judicial deference.

### ***ARTICLE XIII. - YOUR RIGHTS UNDER ERISA***

As a Participant in the District No. 9, I.A. of M. & A.W. Pension Plan you and your beneficiaries or surviving Spouse are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants will be entitled to:

- Examine, without charge, at the Pension Fund Office and at other specified locations, such as work sites and union halls, all documents governing the Plan including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration;
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies;
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required to furnish each Participant with a copy of the summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (generally 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries.

No one, including your Employer, your Union, or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a pension benefit is denied 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 the Plan document or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the material and pay up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefit which is denied or ignored, in whole or in part, you may file suit in state or federal court. In addition, if you disagree with the Plan's decision or lack thereof

concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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







