International Association of Heat & Frost Insulators and Allied Workers Local No. 13 Pension Plan

SUMMARY PLAN DESCRIPTION

(Revised July 1, 2019)

PART I: International Association of Heat & Frost Insulators and Allied Workers Local No. 13 Pension Plan

<u>Introduction</u>

One of the most important long-range goals for you and your family is to prepare for your financial security during your retirement years. The International Association of Heat & Frost Insulators and Allied Workers Local No. 13 Pension Plan was established to help you with this goal.

The pension plan was established for employees covered by a collective bargaining agreement between contributing employers and Local No. 13 of the International Association of Heat & Frost Insulators and Allied Workers. The plan provisions summarized in this booklet were effective on or before July 1, 2019. The current plan is a continuation of the plan that was originally effective on January 1, 1962 and the plan has been amended many times since that date.

> **IMPORTANT NOTE:** If you retired or terminated your employment prior to July 1, 2019, some of the benefits described in this booklet may not apply to you. *<u>Unless otherwise provided, your rights to benefits under the plan will be governed by the provisions of the plan in effect when your covered service terminated.</u>*

The International Association of Heat & Frost Insulators and Allied Workers Local No. 13 Pension Plan is a *<u>defined benefit pension plan</u>*. Eligibility for benefits and the amount of those benefits are based upon a participant's years of service, the number of hours worked during each year, the amount of pension contributions made on the participant's behalf, and the participant's age at retirement. Eligible plan participants are those individuals who work in employment that is covered by a collective bargaining agreement between the participant's employer and Local No. 13 of the International Association of Heat & Frost Insulators and Allied Workers. Eligible plan beneficiaries may include spouses or other individuals who are duly-named and chosen by the participant. Funding of the plan comes from the contributions made by all employers who are obligated to make contributions to this plan under a collective bargaining agreement or other written agreement and from investment earnings on those contributions. It is important to note that plan participants do *<u>not</u>* have individual accounts in the pension plan. Upon the death of a participant, survivor benefits may be payable to one or more eligible beneficiaries.

As you read this booklet, you will notice that some words or terms are shown in ***bold italic*** typeface in some places. In many cases, these words or terms have special meanings under the pension plan rules. You should pay careful attention to the section of this booklet entitled "Definitions" beginning on page six for more information on what these words or terms mean and how they are defined for the purposes of the pension plan.

This booklet is written in everyday language to summarize the benefits, rights, and obligations you have under your pension plan. While every effort has been made to accurately describe the pension plan, it is important to remember that this booklet is only a summary. In the event this booklet conflicts with the legal documents governing the plan, the provisions of the legal documents will be followed.

> *No Reliance on Oral Representation*: *No oral representation, explanation, confirmation, and/or reports may be relied upon by any person whatsoever.* *Eligibility, coverage, and benefits are determined solely on the basis of the relevant legal plan documents and applicable rules, regulations, and procedures of the Board of Trustees. All determinations of eligibility and benefits are based on the precise facts of any particular circumstances, including the data on hand with the Trustees such as years of service, number of hours worked during each year, and contribution history. No oral representation, confirmation, or description or explanation of coverage and/or benefits given by any person whatsoever is binding upon the Trustees. General descriptions of coverage and/or benefits may be provided strictly as a courtesy accommodation to participants or beneficiaries, but they are not final or determinative as to a participant's eligibility, coverage, or anticipated benefit amount provided for by the plan. Final determinations of eligibility and benefits are made only by the Trustees upon a full adjudication of written claims, full proof of claims, and evaluation of all relevant data. Final determinations will be provided to each participant in writing.*

We hope that you will find this information helpful. If you have any questions, please contact the pension office for assistance. The pension office is located at the offices of BeneSys, 7130 Columbia Gateway Drive, Suite A, Columbia, Maryland 21046, and is open during normal business hours on Monday through Friday *(except holidays)*. The pension office can also be reached by telephone at (888) 490-8800 *(a toll-free number)* or by electronic mail at *pension@benesys.com*.

Sincerely,

Board of Trustees
International Association of Heat & Frost Insulators and Allied Workers Local No. 13 Pension Plan

The Plan at a Glance

SECTION	DESCRIPTION	SEE PAGE
Eligibility for participation	Individuals who work at least 435 hours during a plan year under a collective bargaining agreement or other written agreement that requires ***contributions*** to the pension ***fund*** are eligible to participate in the plan.	**8**
Contributions	***Contributing employers*** pay the amount specified in the collective bargaining agreement or other written agreement. This amount may change from time to time.	**6**
Normal Retirement	You are eligible for normal retirement at age 62. Normal retirement pension benefits are payable for your lifetime and may be payable after your death to a beneficiary under one of the optional forms of payment offered by the plan.	**14**
Early Retirement	You may retire early at any age if you have earned at least 30 years of ***vested service***. Alternatively, you may retire early at age 55 if you have earned at least five years of ***vested service*** or at age 60 regardless of the amount of service that you have earned. Early retirement pension benefits are payable in the same manner as normal retirement pension benefits. However, if you retire early, your pension benefit will be reduced for each year that your early retirement age precedes age 60. *(Exception: If you have at least 30 years of **vested service**, then any benefits that you earned prior to September 1, 2009 will <u>not</u> be reduced for payment before age 60.)*	**15**
Delayed Retirement	You may continue to work after your normal retirement age and earn additional plan benefits until you retire. Delayed retirement pension benefits are payable in the same manner as normal retirement pension benefits.	**15**
Deferred Vested Retirement	Once you have earned at least five years of ***vested service***, you will be entitled to receive an early or normal retirement pension benefit at your early or normal retirement age regardless of whether you continue to work for a ***contributing employer***. However, the amount of your pension benefit will be based solely on your ***hours worked*** for ***contributing employers*** and the pension ***contributions*** that are made on your behalf prior to the termination of your ***covered service***.	**16**

(continued)

SECTION	DESCRIPTION	SEE PAGE
Disability Retirement	If you become ***totally and permanently disabled*** and you have earned at least five years of ***vested service***, you may be eligible for a temporary disability pension if you have worked at least 435 hours in ***covered service*** during either one of the two plan years that immediately precede your date of disability. Your temporary disability pension is based on the amount of pension benefit that you have earned prior to your date of disability. Your temporary disability pension will be paid until you recover from your disability or until you reach your early or normal retirement age. Once you have reached your normal retirement age, your temporary disability pension will end and you will begin receiving a normal retirement pension benefit. Alternatively, at your election you may begin receiving an early retirement pension benefit in lieu of receiving additional temporary disability or normal retirement pension payments.	**32**
Pension Benefit Formula	The basic formula for calculating your monthly pension benefit is: $17.73 multiplied by your ***credited service*** earned prior to January 1, 1981 *plus* 2.30% of the ***contributions*** credited on your behalf during the period January 1, 1981 through August 31, 2009 *plus* 2.00% of the ***contributions*** credited on your behalf during the period September 1, 2009 through December 31, 2015 *(**contributions** in excess of $3.00 per hour are <u>not</u> included in this part of the pension benefit formula)* *plus* 2.30% of the **contributions** credited on your behalf after December 31, 2015 NOTE: Your monthly pension benefit may be calculated using a *<u>different</u>* formula if you have incurred any breaks in your ***covered service***, if you work less than 435 hours during a plan year, or if the collective bargaining agreement does not require your employer to make ***contributions*** to the plan on your behalf.	**22**

(continued)

SECTION	DESCRIPTION	SEE PAGE
Pre-Retirement Death Benefits	If you have earned at least five years of ***vested service*** and you die before you retire, your ***eligible spouse*** will begin receiving one-half of the pension benefit that you had earned prior to your death. If you do not have an ***eligible spouse*** at the time of your death, then this benefit will be payable in equal shares to your dependent children. The benefit will be paid to your spouse for life or to your dependent children (if applicable) until age 18. In addition to the death benefit described in the previous paragraph, if you have earned at least five years of ***vested service*** and you die before you retire, your eligible beneficiary (or beneficiaries) will receive a one-time lump sum payment equal to $225.00 multiplied by your years of ***vested service***. *(Note that years of vested service earned prior to January 1, 1962 do not count for purposes of calculating this benefit.)* If you have named more than one beneficiary to receive this benefit, the lump sum payment will be divided among your beneficiaries pursuant to your instructions or in equal shares otherwise. The pre-retirement death benefits described in this section are also payable if you die while you are receiving a temporary disability pension. However, regardless of whether you previously received disability payments, once you begin receiving an early, normal, or delayed retirement pension benefit, no pre-retirement death benefits will be paid on your behalf. Instead, death benefits will *only* be payable under the form of payment that you had elected at the time of your retirement.	**35**

Definitions

Throughout this booklet, you will come across certain words or terms which are used frequently and which may have a special meaning under the pension plan. The following definitions apply to these words or terms as they are used in this booklet. These definitions provide important information and will help you understand your benefits. Please keep them in mind as you read the rest of the booklet.

1. **Break-in-service**: A ***break-in-service*** occurs whenever you are credited with fewer than 435 ***hours worked*** during any ***plan year***. In some cases, you will not incur a ***break-in-service*** even if you work less than 435 hours during a ***plan year***. See Question B in Part X for a detailed discussion of when you will incur a ***break-in-service***. Also, see Part VII for a discussion of how you become a vested employee.

2. **Contributing employer**: A ***contributing employer*** is any employer, including the local ***union***, that is required to make ***contributions*** to this pension ***fund*** on your behalf. In most cases, the employer is required to make ***contributions*** pursuant to a collective bargaining agreement, but in some cases the employer is required to make ***contributions*** to the ***fund*** pursuant to some other written agreement.

3. **Contribution**: The payment that is required to be made on behalf of participating employees to the pension ***fund*** is called a ***contribution***. All ***contributions*** are made by ***contributing employers*** and individual employees are neither required nor allowed to make ***contributions*** to the ***fund***. ***Contributions*** are usually made for each ***hour worked*** and the amount of the hourly contribution rate is set forth in the collective bargaining agreement or other written agreement. The hourly contribution rate may change from time to time.

4. **Covered service**: ***Covered service*** includes all ***hours worked*** or other periods of employment for which an employer is required to pay ***contributions*** on your behalf to this pension ***fund***. ***Covered service*** does <u>not</u> include any other employment, even if you are working for a ***contributing employer*** in a job classification that does not require ***contributions*** to the ***fund***.

5. **Credited service**: ***Credited service*** is one of <u>two</u> types of service that are credited under the plan. The other type of service is called ***vested service***. Generally, ***credited service*** is used to determine the <u>amount</u> of your benefit, whereas ***vested service*** is used to determine whether you (or your beneficiary) are <u>eligible</u> for a benefit. How you earn ***credited*** and ***vested service*** is explained in Part III.

6. **Eligible spouse**: Some benefits under the plan are only payable to your ***eligible spouse***. The term “Eligible Spouse” or “Spouse” as used herein will refer only to the spouse to whom an Employee is legally married on the earlier of the employee’s Annuity Starting Date or the Employee’s date of death. The term “Eligible Spouse” or “Spouse” shall exclude a common law spouse or spouse by civil union whose

marriage cannot be evidenced by a duly-constituted marriage certificate issued by the appropriate state or other jurisdiction where the marriage occurred.

7. **Employee**: An ***employee*** is any person who performs work for a ***contributing employer*** and whose employment is covered by a collective bargaining agreement or some other written agreement that requires ***contributions*** to this pension ***fund*** on his behalf. After 1996, the term ***employee*** includes an individual who is covered by a collective bargaining agreement between the local ***union*** and a ***contributing employer*** even if ***contributions*** are not required for his employment with the ***contributing employer***. Also, certain former ***employees*** who die while performing military service are considered to be ***employees*** for purposes of the plan.

8. **Fund**: ***Contributions*** are paid into a trust ***fund*** where they are held and invested by the Board of Trustees for the exclusive benefit of plan participants. The assets of the trust ***fund*** can only be used to provide benefits to eligible plan participants and to cover the expenses of operating the pension plan. The contributions and investment earnings of the trust ***fund*** cannot be used for any other purpose.

9. **Hours worked**: ***Hours worked*** include each hour for which you are paid or entitled to payment for work performed for a ***contributing employer*** at a job covered by a collective bargaining agreement or other written agreement. In addition, in certain limited situations, you may receive credit for ***hours worked*** for periods during which you were not performing work or for which ***contributions*** were not made to this pension plan, such as sick days, vacation days, holidays, jury duty, layoffs, military service, or other leaves of absence. The plan will credit ***hours worked*** in accordance with applicable federal law, including laws related to required credit for military service. (See Question F in Part XII for more information on military service credit.)

10. **Plan year**: A ***plan year*** is any calendar year after 1961.

11. **Union**: The local ***union*** is Local No. 13 of the International Association of Heat & Frost Insulators and Allied Workers.

12. **Vested service**: ***Vested service*** is one of <u>two</u> types of service that are credited under the plan. The other type of service is called ***credited service***. Generally, ***credited service*** is used to determine the <u>amount</u> of your benefit, whereas ***vested service*** is used to determine whether you (or your beneficiary) are <u>eligible</u> for a benefit. How you earn ***credited*** and ***vested service*** is explained in Part III.

13. **Vesting**: ***Vesting*** is a form of ownership or non-forfeitable right to receive a pension benefit after you leave ***covered service***. You must earn at least five years of ***vested service*** in order to become vested under this pension plan. How you earn service to become vested is explained in further detail in Part III.

PART II: Am I Eligible to Participate in the Plan? Who Is Required to Pay for My Participation in the Plan?

Requirements for Plan Participation

You are eligible to participate in the plan if you meet *all* of the following requirements:

1. You must work at least 435 hours for a ***contributing employer*** during a plan year;

2. You must be performing work that is covered by a collective bargaining agreement between the local ***union*** and your employer (or that is covered by some other written agreement between the Board of Trustees and your employer); and

3. Your employer must be required by the collective bargaining agreement (or other written agreement) to make ***contributions*** to this pension plan on your behalf.

You *automatically* become a plan participant if you meet the requirements outlined above. You do not have to take any additional action or make any special elections in order to participate in the plan once you have met these requirements. However, in order to receive a particular benefit from the plan, you must also satisfy the age and service requirements (or other conditions) for that benefit as described in Part IV (retirement benefits), Part VIII (disability benefit), and Part IX (death benefits). Also, you are not eligible to participate in the plan nor may you earn ***vested*** or ***credited service*** as a sole proprietor or partner of an unincorporated business.

Once you become a plan participant, you will remain a participant for the rest of your life unless you incur a ***break-in-service*** prior to becoming ***vested*** or until all benefits have been paid to you. Once you are no longer entitled to any benefits under the plan because you have received any and all benefits which were payable to you, your participation will cease. In addition, if you incur a ***break-in-service*** and you are not ***vested***, you will cease to be a plan participant and you will have to re-satisfy the participation requirements as described above in order to re-participate in the plan at a later date.

A Summary of Your Responsibilities

As a plan participant, you are responsible for:

1. Understanding how your pension plan works and using it as it was designed to be used;

2. Notifying the pension office if you change your address;

3. Notifying the pension office if you wish to name a beneficiary or change a beneficiary under the plan;

4. Notifying the pension office if you transfer to a category of work with a ***contributing employer*** that is not covered by a collective bargaining agreement with the local ***union*** (or by some other written agreement with the Board of Trustees); and

5. Filing an application for benefits with the pension office in *advance* of your expected retirement date. *No benefits are paid until an application has been filed and it has been approved by the Trustees.*

Trust Fund

The trust ***fund*** is the source from which all payments owed to eligible participants and beneficiaries are made. The money in the trust ***fund*** is a combination of the ***contributions*** made by the ***contributing employers*** and the earnings on the assets of the trust. Individual participants are not required to make and are not allowed to make contributions to the pension plan. The ***contributions*** plus the earnings of the trust ***fund*** pay the entire cost of the plan.

Employer Contributions

Pursuant to the terms of a collective bargaining agreement or some other written agreement, the ***contributing employers*** must make periodic ***contributions*** to the trust ***fund***. The amount of the ***contributions*** is set forth in the collective bargaining agreement (or other written agreement) and is usually calculated as a certain amount for each ***hour worked***. Typically, ***contributions*** are deposited into the trust ***fund*** on a monthly basis. Also, the contribution rate may change from time to time if the collective bargaining parties agree to a higher or lower pension contribution rate or if the pension plan requires additional ***contributions*** to remain financially viable as described below. In certain instances, if an employer is no longer required to make ***contributions*** to the pension plan, the employer can still be required under federal law to deposit additional amounts into the plan to cover that employer's share of any unfunded pension liability.

An *actuary* who has been certified by the Internal Revenue Service (IRS) must review the plan annually to determine whether additional ***contributions*** are needed and he must report his findings to the Board of Trustees. *(An actuary is a professional who is trained to determine the amount of money which must be put aside in order to provide the retirement, disability, and death benefits which have been promised to the participants of the pension plan.)* If the ***contributions*** and investment earnings are not large enough to pay for the promised benefits, then the Board of Trustees may recommend a ***contribution*** increase to the collective bargaining parties or may take other actions to increase the plan's assets. Ultimately, if the plan does not receive the necessary ***contributions*** and investment earnings, the Board of Trustees may be forced to reduce the future benefit accrual rate or, in an extreme case, to reduce benefits that have already been earned to the extent allowed under federal law. If any such benefit reductions are effective in the future, federal law requires the Board of Trustees to notify plan participants in advance.

PART III: How Do I Earn Service Credits Under the Plan?

This plan is a _defined benefit pension plan_ because benefits payable from the plan at any point in time are stated or defined in terms of a formula. The formula takes into account your years of service with ***contributing employers*** and the amount of ***contributions*** that are required to be made on your behalf. Two types of service can be earned under the plan, ***credited service*** and ***vested service***. You earn both types of service based on the number of hours that you work during each ***plan year***.

Credited Service

Credited service is used to calculate the amount of your benefits under the plan. ***Credited service*** consists of two parts: _past credited service_ and _future credited service_.

A. _Past credited service_ was granted to eligible participants for service before January 1, 1962, the date the original plan was adopted. If you were a plan participant on January 1, 1962 and you have questions about how your past credited service was determined, please contact the pension office for assistance.

B. _Future credited service_ is granted for ***hours worked*** in ***covered service*** on and after January 1, 1962. You receive future credited service based on the number of ***hours worked*** during each ***plan year*** for which ***contributions*** are required to be paid into the pension plan on your behalf. Three different schedules apply for purposes of determining your future credited service. The first schedule applies to ***hours worked*** during ***plan years*** prior to 1976, the second schedule applies only to ***hours worked*** during the 1976 ***plan year***, and the third schedule applies to ***hours worked*** during ***plan years*** after 1976. The following table shows how much future credited service will be granted during each ***plan year*** based on how many hours you work in each year:

Hours Worked During Each Plan Year	**Years of Future Credited Service Earned During Each Plan Year**		
	Prior to 1976	***1976***	***After 1976***
At least 1,600	1.0	1.0	1.0
At least 1,500, but less than 1,600	0.9	0.9	0.9
At least 1,400, but less than 1,500	0.8	0.8	0.8
At least 1,300, but less than 1,400	0.7	0.7	0.7
At least 1,200, but less than 1,300	0.6	0.6	0.6
At least 1,100, but less than 1,200	0.5	0.5	0.5
At least 1,000, but less than 1,100	0.0	0.4	0.4
At least 900, but less than 1,000	0.0	0.0	0.3
At least 800, but less than 900	0.0	0.0	0.2
At least 700, but less than 800	0.0	0.0	0.1
Less than 700	0.0	0.0	0.0

If you earn at least one year of future vested service during a ***plan year***, but you have not otherwise worked enough hours during that ***plan year*** to receive any future credited service, then you will be given future credited service for that ***plan year*** equal to 0.1 of a year multiplied by the ratio of your number of ***hours worked*** to 700. A maximum of 0.1 of a year of future credited service will be granted under this special rule. *(As an example, let's say that you earn a year of future vested service during a plan year, but you only earn 500 hours worked during that plan year. In this case, you do not qualify for any future credited service under any of the schedules shown in the table above. Nevertheless, you will receive 0.0714 of a year of future credited service for that plan year, which is equal to 0.1 multiplied by the ratio of 500 hours worked to 700 hours worked.)*

<u>Vested Service</u>

Vested service is used to determine your eligibility for benefits under the plan. Once you have earned at least five years of ***vested service***, you will become fully ***vested*** in your ***credited service***. ***Vested service*** consists of two parts: <u>past vested service</u> and <u>future vested service</u>.

A. <u>Past vested service</u> was granted to eligible participants for service before January 1, 1962. Past vested service is equal to past credited service.

B. <u>Future vested service</u> is granted for hours worked in ***covered service*** on and after January 1, 1962. You receive future vested service based on the number of ***hours worked*** during each ***plan year*** for which ***contributions*** are required to be paid into the pension plan on your behalf. Two different schedules apply for purposes of determining your future vested service. The first schedule applies to ***hours worked*** during ***plan years*** prior to 1989 and the second schedule applies to ***hours worked*** during ***plan years*** after 1988. The following table shows how much future vested service will be granted during each ***plan year*** based on how many hours you work in each year:

Hours Worked During Each Plan Year	**Years of Future Vested Service Earned During Each Plan Year**	
	Prior to 1989	***After 1988***
At least 870	1.0	1.0
At least 700, but less than 870	0.0	1.0
Less than 700	0.0	0.0

During the 1976 and later ***plan years***, you <u>may</u> earn future vested service even if you do not work the required number of hours from the table above. However, in order to receive service credit in this case, you must be employed by a ***contributing employer*** in a category of work for which ***contributions*** are not required to be made to this plan and your employment must immediately precede or follow (or both) your ***covered service***. Credit will only be given for a _continuous_ period of employment that _immediately_ precedes or follows (or both) your ***covered service*** and no future vested service will be given for periods prior to the date on which your employer became a ***contributing employer***. A period of employment that qualifies for future vested service credit under this special rule is called _contiguous non-covered employment_. Also, under federal law, employment with an employer that is a member of a _controlled group of companies_ that includes a ***contributing employer*** will be treated as employment with a ***contributing employer*** for this purpose. *(A controlled group of companies is a group of related employers that are commonly controlled by the same (or mostly the same) group of individuals. For example, if Joe owns two different companies, Company A and Company B, but only Company B is a contributing employer to this plan, then contiguous non-covered employment with _either_ Company A or Company B will count under this special rule.)*

If you believe that you are entitled to future vested service for contiguous non-covered employment, please contact the pension office for assistance. You may be asked to provide evidence of your employment to the Board of Trustees and to prove your eligibility for such service credit. _*The final decision as to whether credit will be granted rests with the Board of Trustees.*_

***Service Credit for Unreported Hours***

The Board of Trustees and the pension office do their best to make sure that each participant receives the service credit that is due based on the hours that are reported to the pension office each month. On occasion, however, you may believe that some of your hours have not been reported to the pension office by your employer. In this case, you may apply to the Board of Trustees to receive credit for the missing ***hours worked***.

Before the Board of Trustees will grant you credit for any missing hours, you must provide the following evidence of your missing hours so that the Trustees can establish the proper service credit:

1. A copy of any Forms W-2 or Social Security Detailed Statement of Earnings that reflect the employment for which you are seeking credit;

2. An affidavit from you stating that you were employed by the ***contributing employer*** and that your employment was covered by a collective bargaining agreement or other written agreement that required the employer to make ***contributions*** to the pension plan on your behalf;

3. An affidavit from the employer or from at least two co-workers that you were employed by the ***contributing employer*** and that you were performing work for which ***contributions*** were required to be made to this plan on your behalf; and

4. An affidavit from a ***union*** official (current or past) that the employer was signatory to a collective bargaining agreement (or other written agreement) that required ***contributions*** to be made to the plan on your behalf *(this evidence is only required if the pension office records do not show that the employer was a contributing employer for the period in question)*.

If you would like to apply for credit for missing or unreported hours, please contact the pension office for assistance.

PART IV: When Can I Retire With a Pension Benefit from the Plan?

Depending on your age and ***vested service*** (*see page 7 for the definition of vested service under the plan*), normal, early, delayed, or deferred vested pension benefits may be payable to you upon your retirement or termination of employment. Alternatively, if you become disabled or die prior to retirement, you or your beneficiary may also be eligible for disability or pre-retirement death benefits from the plan (*see "What Happens If I Become Disabled Before I Retire?" on page 32 and "What Happens If I Die Before I Retire?" on page 35*).

You will be eligible to receive a pension benefit if you meet *all* of the following conditions:

1. You must have a ***vested*** right to the pension benefit;

2. You must have reached the applicable retirement age;

3. You must have retired; and

4. You must have filed a claim for pension benefits with the pension office. *(The pension office has a retirement application form that is available for this purpose. You should apply for your pension benefit several weeks before your chosen retirement date so that there is plenty of time to process your application and so that your monthly pension benefit payments will not be delayed.)*

Pension benefits are payable monthly beginning on the first day of the month after you have met all four of the conditions described above. However, sometimes the plan administrator cannot process your retirement application until after your payments were scheduled to begin, for example, if you apply for retirement just a few days before your chosen retirement date. In this case, once your application has been processed, your first monthly pension check will include any missed payments.

Normal Retirement

To be eligible to receive a normal retirement pension benefit, you must reach what is known as your *normal retirement age*. Your normal retirement age occurs when you have attained age 62 regardless of the amount of ***vested service*** that you have earned. Under certain conditions, you may be *required* to begin receiving your normal retirement pension benefit. For more information, please reference the section of this booklet entitled "Mandated Payment of Benefits" on page 45. If you begin receiving a normal retirement pension benefit, you will not be eligible for any other retirement, disability, or pre-retirement death benefits under the plan.

<u>Early Retirement</u>

You are eligible to receive an early retirement pension benefit at any age if you have earned at least 30 years of ***vested service***. Alternatively, you are eligible to receive an early retirement pension benefit as early as age 55 if you have earned at least five years of ***vested service*** or as early as age 60 regardless of the amount of ***vested service*** that you have earned. If you begin receiving an early retirement pension benefit, you will not be eligible for any other retirement, disability, or pre-retirement death benefits under the plan.

IMPORTANT: In order to receive a pension benefit beginning prior to your normal retirement age, you must cease employment with all ***contributing employers*** for a period of at least three months beginning on your early retirement date. For this purpose, you must cease all employment for the ***contributing employer***, including work for which ***contributions*** are not required. In addition, employment with any employer that is part of a *<u>controlled group of companies</u>* that includes a ***contributing employer*** will be treated the same as employment with a ***contributing employer***. *(A controlled group of companies is a group of related employers that are commonly controlled by the same (or mostly the same) group of individuals. For example, if Joe owns two different companies, Company A and Company B, but only Company B is a contributing employer to this plan, then you must cease all employment with <u>both</u> Company A and Company B for at least three months beginning with your early retirement date.)*

If you engage in any employment with a ***contributing employer*** during the three-month period as described above, then you will not be eligible to receive your early retirement pension benefit until you retire at a later date and you must repay any early retirement pension benefits that you have received while you continued your employment.

If you have questions about how your continued employment or re-employment may affect your eligibility to receive an early retirement pension benefit, please contact the pension office.

<u>Delayed Retirement</u>

If you continue your employment after your normal retirement age, you will continue to earn additional pension benefits until you actually retire. Once you do retire, you will be eligible to receive a delayed retirement pension benefit. Under certain conditions, you may be *<u>required</u>* to begin receiving your delayed retirement pension benefit. For more information, please reference the section of this booklet entitled “Mandated Payment of Benefits” on page 45.

Deferred Vested Retirement

If you terminate your employment in ***covered service*** prior to your early or normal retirement age and you have earned at least five years of ***vested service***, then you will be eligible to receive a deferred vested pension benefit beginning at your early or normal retirement age. However, you must also meet the age and service requirements for early or normal retirement, as applicable, before you can begin receiving your pension benefit. *(You should note that Internal Revenue Service regulations generally require the plan to begin paying your deferred vested pension benefit no later than your normal retirement age unless you specifically elect to defer your pension benefit until a later date. For more information, please reference the section of this booklet entitled "Mandated Payment of Benefits" on page 45.)*

PART V: How Are My Pension Benefits Paid?

The plan offers several choices as to how you receive your monthly pension benefit. If you do not make an election to receive an *optional form of payment*, then your pension benefit will be paid to you in the *standard form of payment* described below.

The amount of your pension benefit is different under each separate form of payment because benefits are expected to be paid for different periods of time and, in some cases, for either one or two different lifetimes depending on the option selected. However, all benefit payment options are of equal expected value. In other words, the total amount expected to be paid under each option is the same, with some options providing a larger benefit that is payable for only one lifetime and with other options providing a smaller benefit that is payable for two different lifetimes.

Standard Forms of Payment

Pension benefits (including normal, early, delayed, and deferred vested pension benefits) are automatically payable as follows unless you choose one of the optional forms of payment provided by the plan:

> *If you do not have an eligible spouse when you retire*, your pension benefit will be paid to you as a monthly benefit for your lifetime with the first 60 monthly payments guaranteed to be paid to you or to your designated beneficiary. You may name more than one person as your beneficiary under this option. If you do name more than one beneficiary, then you should also indicate how any remaining guaranteed monthly benefit payments will be divided among your beneficiaries after your death. This form of payment is called the *five-year certain and life annuity*. The amount of your pension benefit under this form of payment is equal to your early, normal, or delayed pension benefit.
>
> *If you do have an eligible spouse when you retire*, your pension benefit will be paid to you as a monthly benefit for your lifetime and, upon your death, 50% of your monthly benefit will be payable to your eligible spouse for his or her remaining lifetime. This form of payment is called the *50% joint and contingent annuity*. The amount of your pension benefit under the 50% joint and contingent annuity is usually less than your pension benefit under the five-year certain and life annuity because the pension benefit (or a portion of the benefit) will be paid for two lifetimes, yours and your spouse's.

Optional Forms of Payment

Instead of receiving the standard form of payment, you may choose any one of the optional forms of payment that are offered by the plan. However, if you have an ***eligible spouse*** at the time of your retirement, your spouse may have to consent to your election. Also, under IRS rules, certain options may not be available if you have a non-spouse beneficiary who is much younger than you. Finally, the plan has rules concerning when you are allowed to make an election. Details about the benefit election process are provided in the next section of Part V entitled "Retirement Application and Benefit Election Procedures."

The following optional forms of payment are available under the plan:

1. *Five-year certain and life annuity*: This option provides a pension benefit for your lifetime with the first 60 monthly payments guaranteed to be paid to you or to your designated beneficiary. You may name more than one person as your beneficiary under this option. If you do name more than one beneficiary, then you should also indicate how any remaining guaranteed monthly benefit payments will be divided among your beneficiaries after your death. The amount of your benefit under this form of payment is equal to your early, normal, or delayed retirement pension benefit. Your ***eligible spouse*** must consent to your election to receive the five-year certain and life annuity option.

2. *10-year certain and life annuity*: This option provides a pension benefit for your lifetime with the first 120 monthly payments guaranteed to be paid to you or to your designated beneficiary. You may name more than one person as your beneficiary under this option. If you do name more than one beneficiary, then you should also indicate how any remaining guaranteed monthly benefit payments will be divided among your beneficiaries after your death. Your early, normal, or delayed retirement pension benefit will be reduced if you choose this option because payments are guaranteed for a minimum of 120 months instead of 60 months. Your ***eligible spouse*** must consent to your election to receive the 10-year certain and life annuity option.

3. *15-year certain and life annuity*: This option provides a pension benefit for your lifetime with the first 180 monthly payments guaranteed to be paid to you or to your designated beneficiary. You may name more than one person as your beneficiary under this option. If you do name more than one beneficiary, then you should also indicate how any remaining guaranteed monthly benefit payments will be divided among your beneficiaries after your death. Your early, normal, or delayed retirement pension benefit will be reduced if you choose this option because payments are guaranteed for a minimum of 180 months instead of 60 months. Your ***eligible spouse*** must consent to your election to receive the 15-year certain and life annuity option.

4. *50% joint and contingent annuity*: This option provides a pension benefit for your lifetime and, upon your death, your designated beneficiary will receive 50% of your monthly pension benefit for his or her remaining lifetime. Furthermore, if your designated beneficiary (called your *joint annuitant*) dies before you die, then the amount of your monthly pension benefit payment will be increased to the amount that would have been paid to you if you had elected the five-year certain and life annuity. This is called the "pop-up feature" because the amount of your monthly benefit "pops up" after your beneficiary's death. The increased benefit will be paid to you starting on the first day of the month after your beneficiary's death for the remainder of your lifetime. Your early, normal, or delayed retirement pension benefit will likely be reduced if you choose this option because payments are paid for two lifetimes

instead of a single lifetime. Your ***eligible spouse*** must consent to your election to name another individual as your beneficiary under this option.

5. *66⅔% joint and contingent annuity*: This option provides a pension benefit for your lifetime and, upon your death, your designated beneficiary will receive 66⅔% of your monthly pension benefit for his or her remaining lifetime. Furthermore, if your designated beneficiary (called your *joint annuitant*) dies before you die, then the amount of your monthly pension benefit payment will be increased to the amount that would have been paid to you if you had elected the five-year certain and life annuity. This is called the "pop-up feature" because the amount of your monthly benefit "pops up" after your beneficiary's death. The increased benefit will be paid to you starting on the first day of the month after your beneficiary's death for the remainder of your lifetime. Your early, normal, or delayed retirement pension benefit will likely be reduced if you choose this option because payments are paid for two lifetimes instead of a single lifetime. Your ***eligible spouse*** must consent to your election to name another individual as your beneficiary under this option.

6. *75% joint and contingent annuity*: This option provides a pension benefit for your lifetime and, upon your death, your ***eligible spouse*** will receive 75% of your monthly pension benefit for his or her remaining lifetime. Your early, normal, or delayed retirement pension benefit will likely be reduced if you choose this option because payments are paid for two lifetimes instead of a single lifetime. *(Note that you cannot name a non-spouse beneficiary to receive the survivor payments under this option.)*

7. *100% joint and contingent annuity*: This option provides a pension benefit for your lifetime and, upon your death, your designated beneficiary will receive 100% of your monthly pension benefit for his or her remaining lifetime. Furthermore, if your designated beneficiary (called your *joint annuitant*) dies before you die, then the amount of your monthly pension benefit payment will be increased to the amount that would have been paid to you if you had elected the five-year certain and life annuity. This is called the "pop-up feature" because the amount of your monthly benefit "pops up" after your beneficiary's death. The increased benefit will be paid to you starting on the first day of the month after your beneficiary's death for the remainder of your lifetime. Your early, normal, or delayed retirement pension benefit will likely be reduced if you choose this option because payments are paid for two lifetimes instead of a single lifetime. Your ***eligible spouse*** must consent to your election to name another individual as your beneficiary under this option.

Retirement Application and Benefit Election Procedures

If you would like to receive an optional form of payment, you must make a specific election on the retirement application form that is provided to you by the pension office. Otherwise, if you do not choose an optional form of payment, then you will receive one of the standard forms of payment described above depending on your marital status. Also, *monthly pension benefit payments will not begin before the first day of the month following the date on which you submit a completed retirement application form to the pension office.* Therefore, you should submit your completed retirement application form to the pension office at least several weeks before your anticipated retirement date to make sure that there is plenty of time to process your application and so that your monthly pension benefit payments will not be delayed.

Several weeks before you anticipate retiring, you should contact the pension office to let them know of your pending retirement. The pension office will provide you with a retirement application form that will show you the amount of your monthly pension benefit under the different payment options that are available. You will also receive materials that will explain your retirement choices and your rights under federal law. For example, you have the right to revoke a benefit payment election or to rescind your retirement application at any time before your monthly pension benefit payments become effective. Throughout the application process, the pension office staff can answer any questions you may have concerning the difference between the payment options and the staff can explain the amount that will be paid after your death to your beneficiary under each option.

If you have an ***eligible spouse*** at the time of your retirement, then your spouse must consent to your benefit payment choice if you elect to receive any form of payment that does not provide at least 50% of your monthly pension benefit to your spouse for his or her lifetime after your death. Your spouse also has the right to restrict your benefit payment choice to a particular option with a particular beneficiary. *(Under limited circumstances, spousal consent may not be required even if you are legally married. For example, if your spouse cannot be located or you are legally separated from your spouse, then spousal consent may not be required. Please contact the pension office for more information about when spousal consent is not required.)*

If *you* die after you have submitted your retirement application form to the pension office but *before* your monthly pension benefit is effective, retirement benefits will not be paid. However, your eligible beneficiary may receive a one-time lump sum payment and your ***eligible spouse*** may receive a monthly annuity for the rest of his or her lifetime as described under Part IX, *"What Happens If I Die Before I Retire?"* on page 35.

If *your designated beneficiary* dies after you have submitted your retirement application form to the pension office but *before* your monthly pension benefit is effective, then you will be asked to make a new benefit election and you may choose to receive a different benefit payment option or to name a different beneficiary or joint annuitant. However, your new benefit election will be subject to the same rules as your original election, including the requirement that your ***eligible spouse*** must consent to your benefit payment choice if you elect to receive any form of payment that does not provide at least 50% of your monthly pension benefit to your spouse for his or her lifetime after your death.

You (and your spouse if applicable) should carefully consider the different benefit payment options and choose the option that best suits your situation. Except as described below, once you begin receiving your monthly benefit payments under a particular form of payment, you are not allowed to change to a different form of payment at a later time. In other words, except as described below, after you have received your first monthly benefit payment, you are "locked into" the benefit payment option that you chose on your retirement application form and you cannot switch to a different option at a later date, even if your spouse or beneficiary dies after your retirement or you get a divorce after your retirement.

As stated in the previous paragraph, generally, you cannot change your benefit payment option or beneficiary after you have begun receiving your monthly pension benefit. However, there are _two_ exceptions to this rule:

1. You may change your beneficiary under the five-year certain and life annuity, 10-year certain and life annuity, and 15-year certain and life annuity at any time after you retire and as many times as you like, _provided that your spouse did not restrict your beneficiary at the time of your retirement_.

2. You may change your benefit payment election _one time_ after you begin receiving monthly pension benefit payments subject to _all_ of the following restrictions:

    a. If you change your original form of payment to either the 50% joint and contingent annuity, the 66⅔% joint and contingent annuity, or the 100% joint and contingent annuity, then the “pop-up feature” will not apply to your new joint and contingent annuity election and your benefit will _not_ increase after the death of your beneficiary.

    b. If your spouse at the time of your retirement did not waive his or her right to receive at least 50% of your monthly pension benefit payment after your death, then you cannot change your original form of payment while your original spouse is still living.

    c. The amount of your new monthly pension benefit payment will be adjusted so that any remaining benefit payments under your new form of payment will be equal to the benefit payments that were expected to be made under your original form of payment.

    d. If you die within one year after you change your benefit payment election, then the change will be null and void and benefits will be paid in accordance with your original form of payment. In other words, you must survive for at least one year after you change your form of payment under this special rule or any changes that you made to your original form of payment, including a change in your designated beneficiary, will not be effective.

If you have questions about the benefit election process or about your retirement application, please consult with the pension office staff.

PART VI: How Much Is My Pension Benefit from the Plan?

Your monthly pension benefit under the plan is based on a _pension benefit formula_ that takes into account your years of ***credited service***, the ***contributions*** that were required to be made on your behalf, and the applicable _benefit accrual rate_ that applies to your different periods of service. The pension benefit formula is very complicated because different benefit accrual rates may apply to different periods of your service, depending in part on whether you have incurred any breaks in your service.

If you have _not_ incurred any breaks in your service, then your basic pension benefit formula is:

$17.73 multiplied by your ***credited service*** earned prior to 1981

plus

2.30% of the ***contributions*** required to made on your behalf during the period January 1, 1981 through August 31, 2009

plus

2.00% of the ***contributions*** required to made on your behalf during the period September 1, 2009 through December 31, 2015 *(for this purpose, contributions are limited to no more than $3.00 for each hour worked)*

plus

2.30% of the **contributions** credited on your behalf after December 31, 2015

There are exceptions to the basic pension benefit formula that is shown above and, if any of these exceptions apply to you, then you cannot use the formula to calculate your monthly pension benefit. The exceptions to the basic pension benefit formula are:

1. If you do not earn at least 435 ***hours worked*** during a plan year, then the portion of your monthly pension benefit that is attributable to ***hours worked*** or ***contributions*** prior to that plan year _may_ be calculated using a lower benefit accrual rate than the amounts shown in the formula above. Please refer to the section below entitled “Frozen Benefit Accrual Rates” for more detailed information.

2. If you earn less than 435 ***hours worked*** during a ***plan year*** after 1984, then the ***contributions*** required to be made on your behalf during that ***plan year*** will not be included in the pension benefit formula unless you earn a year of ***vested service*** during that ***plan year***.

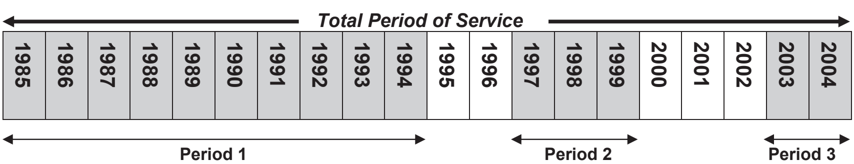
3. If you perform work during a ***plan year*** after 1996 for a ***contributing employer*** and your work is covered by a collective bargaining agreement between your employer and the local ***union***, but ***contributions*** are not required for this work, you will earn a minimum monthly benefit of $1.00 for that ***plan year***.

<u>Frozen Benefit Accrual Rates</u>

In the basic pension benefit formula shown above, you will notice that there are three different numbers that are used in the formula: *$17.73*, *2.30%*, and *2.00%*. These numbers are called <u>*benefit accrual rates*</u>. In some cases, the benefit accrual rates that are used in the pension benefit formula will be different from the amounts shown above because the rates will be "frozen" at a lower rate. The rules for determining which benefit accrual rates apply are very complicated, but generally a single set of benefit accrual rates will apply to each separate period of service during which you earn at least 435 hours worked during each ***plan year*** in this period.

In order to determine which benefit accrual rates apply, you must first determine whether you have earned less than 435 ***hours worked*** during any ***plan years***. If you have earned less than 435 ***hours worked*** during one or more ***plan years***, then you should divide your total length of service into periods of service that are separated by the ***plan years*** during which you earned less than 435 ***hours worked***.

For example, if John worked 1,500 hours in covered service during each plan year from 1985 through 1994, worked 1,500 hours during each plan year from 1997 through 1999, and also worked 1,500 hours during the 2003 and 2004 plan years, and if he only worked 200 hours during the 1995, 1996, 2000, 2001, and 2002 plan years, then John would divide his total length of service into three separate periods as shown in the following chart. Note that the shaded years are those plan years during which John worked at least 435 hours in covered service and the non-shaded years are those during which John worked less than 435 hours in covered service.



You will notice in the chart above that John's total length of service has been divided into three separate periods of service. Period 1 covers the years 1985 through 1994, Period 2 covers the years 1997 through 1999, and Period 3 covers the years 2003 and 2004. The years 1995, 1996, 2000, 2001, and 2002 are ignored because John worked less than 435 hours during each of these years. A single set of benefit accrual rates will apply to each period of John's service.

Once you have divided your total length of service into separate periods of service as described above, you must figure out which *benefit accrual rate* will apply to each separate period of service. There are four rules that are used to determine which benefit accrual rate will apply to each separate period of service. Provided that the rule is applicable to a particular period of service, you should apply the rule that provides you with the *greatest* benefit accrual rate for each separate period of service, as follows:

1. Select the benefit accrual rate that was in effect on the last day of the period of service. *(For example, the last day of John's Period 1 is December 31, 1994, so for Period 1 John would select the benefit accrual rate that was in effect on December 31, 1994. Likewise, for Period 2 John would select the benefit accrual rate that was in effect on December 31, 1999 and for Period 3 John would select the benefit accrual rate that was in effect on December 31, 2004.)*

2. If you have earned at least 435 ***hours worked*** during either one of two consecutive ***plan years***, then select the benefit accrual rate that was in effect on the last day of the second ***plan year***. *(For example, in reviewing the 1994 and 1995 plan years, John worked at least 435 hours during the 1994 plan year. Therefore, with respect to Period 1, John would select the benefit accrual rate that was in effect on December 31, 1995. Likewise, with respect to Period 2, John would select the benefit accrual rate that was in effect on December 31, 2000 and, with respect to Period 3, John would select the benefit accrual rate that was in effect on December 31, 2005.)*

3. If you have earned a year of ***vested service*** during each of at least five consecutive ***plan years*** during your most recent period of service, then you may apply the benefit accrual rate that was in effect on the last day of your most recent period of service to your last two periods of service. *(This rule would not apply to John because he did not earn at least one year of vested service during each of at least five consecutive plan years during Period 3. If John had met the five-year requirement, then John could have applied the same benefit accrual rate to Period 2 and Period 3.)*

4. If you previously received temporary disability pension payments and you had earned a year of ***vested service*** during each of the five ***plan years*** that preceded the date that your temporary disability pension payments were effective, then select the benefit accrual rate that was in effect on the date that your temporary disability pension payments were effective.

So, to conclude the example shown above, John would apply the December 31, 1995 benefit accrual rate to Period 1, he would apply the December 31, 2000 benefit accrual rate to Period 2, and he would apply the December 31, 2005 benefit accrual rate to Period 3 because these are the greatest benefit accrual rates that he is allowed to use for each period under the rules described above.

On the following page, there is a chart that shows the different sets of benefit accrual rates along with their effective dates. If you need assistance to figure out which benefit accrual rates apply to your different periods of service, please contact the pension office.

Benefit Accrual Rates

Effective Period	Benefit Level for Credited Service Earned Prior to 1981	Benefit % for Contributions from 1/1/1981 through 8/31/2009 and after 12/31/2015	Benefit % for Contributions from 9/1/2009 through 12/31/2015
Through December 31, 1968	$ 3.25		
January 1, 1969 through December 31, 1970	4.25		
January 1, 1971 through June 30, 1974	5.00		
July 1, 1974 through February 27, 1977	10.00		
February 28, 1977 through December 31, 1980	12.75		
January 1, 1981 through December 31, 1987	15.69	1.78%	
January 1, 1988 through December 31, 1989	15.69	2.00%	
January 1, 1990 through January 1, 1992	16.31	2.08%	
January 2, 1992 through December 31, 1993	17.21	2.19%	
January 1, 1994 through December 31, 1998	17.73	2.26%	
After December 31, 1998	17.73	2.30%	2.00% *

* *Only the first $3.00 per hour of contributions are considered during the period September 1, 2009 through December 31, 2015.*

Your Normal Retirement Pension Benefit

Your normal retirement pension benefit under the plan is equal to your monthly pension benefit calculated under the basic pension benefit formula described above. Following is an example of how you would calculate your normal retirement pension benefit using the basic formula. The example assumes that you have worked at least 435 hours during each year of service without incurring any breaks in your service.

Example #1 – Normal Retirement Pension Benefit

Let's assume that you retire on January 1, 2020 at age 62 with 35 years of credited service earned during the period January 1, 1985 through December 31, 2019. Let's also assume that you had $135,000 of contributions made on your behalf during the period prior to September 1, 2009 and after 2015 and another $35,000 of contributions made on your behalf during the period September 1, 2009 through December 31, 2015. Your monthly normal retirement pension benefit will be equal to $3,805.00 calculated as follows:

2.30% multiplied by $135,000 = $3,105.00 per month
plus
2.00% multiplied by $35,000 = 700.00 per month
equals
Total Normal Retirement Pension Benefit of $3,805.00 per month

This benefit is payable as a five-year certain and life annuity. If your normal retirement pension benefit is paid in one of the optional forms of payment, then your benefit will be adjusted to reflect the option that you have chosen.

<u>Your Early Retirement Pension Benefit</u>

If you are eligible for early retirement *(please refer to the age and service requirements for early retirement on page 15)*, then your early retirement pension benefit is calculated in the same way as your normal retirement pension benefit except that your benefit may be multiplied by an *<u>early retirement reduction factor</u>*. The portion of your benefit that you have earned prior to September 1, 2009 will only be multiplied by an early retirement reduction factor if you have earned *<u>less than</u>* 30 years of ***vested service***. The portion of your benefit that you earn on and after September 1, 2009 will be multiplied by an early retirement reduction factor *<u>regardless</u>* of the amount of ***vested service*** that you have earned.

The *<u>early retirement reduction factor</u>* is equal to 100% minus $^{5}/_{12}$% for each month that your early retirement age is less than age 60. For example, if you are retiring at age 55, then your early retirement reduction factor is equal to 75% *(100% minus $^{5}/_{12}$% multiplied by 60 months)*. The following chart shows the early retirement reduction factor that is applicable for early retirement at whole ages 50 through 59. Different early retirement reduction factors will apply at other early retirement ages.

Early Retirement Age	Early Retirement Reduction Factor
50	50%
51	55%
52	60%
53	65%
54	70%
55	75%
56	80%
57	85%
58	90%
59	95%

Following are two examples of how you would calculate your early retirement pension benefit by applying an early retirement reduction factor.

Example #2 – Early Retirement Pension Benefit

Let's assume that you retire at age 56 with 25 years of vested service and that your normal retirement pension benefit calculated under the basic formula is $1,800.00 per month. Your monthly early retirement pension benefit will be equal to $1,440.00 calculated as follows:

$1,800.00 multiplied by 80% from the chart above = $1,440.00 per month

This benefit is payable as a five-year certain and life annuity. If your early retirement pension benefit is paid in one of the optional forms of payment, then your benefit will be further adjusted to reflect the option that you have chosen.

Example #3 – Early Retirement Pension Benefit

Let's assume that you retire at age 58 with 30 years of vested service and that your normal retirement pension benefit calculated under the basic formula is $2,000.00 per month. Let's also assume that you earned $1,900.00 of your monthly benefit prior to September 1, 2009. Remember, if you have earned at least 30 years of vested service, then the portion of your benefit that was earned prior to September 1, 2009 is *not* multiplied by an early retirement reduction factor. Your monthly early retirement pension benefit will be equal to $1,990.00 calculated as follows:

$1,900.00 *(unreduced for at least 30 years of vested service)* = $1,900.00 per month
plus
$100.00 multiplied by 90% from the chart above = $90.00 per month
equals
Total Early Retirement Pension Benefit of $1,990.00 per month

This benefit is payable as a five-year certain and life annuity. If your early retirement pension benefit is paid in one of the optional forms of payment, then your benefit will be further adjusted to reflect the option that you have chosen.

Your Delayed Retirement Pension Benefit

If you continue to work after you have reached your normal retirement age, then you may receive a delayed retirement pension benefit once you do retire, provided that you meet the eligibility requirements for a retirement benefit as outlined in Part IV of this booklet. Your delayed retirement pension benefit under the plan is at least equal to your monthly pension benefit calculated under the basic pension benefit formula described above. However, in some cases, your delayed retirement pension benefit will be larger than your monthly pension benefit calculated under the basic pension benefit formula because you will receive a *delayed retirement adjustment*. The delayed retirement adjustment is applied to make sure that you receive a monthly pension benefit that is at least as valuable as the monthly pension benefit that you would have received if you had retired when you first reached your normal retirement age. The delayed retirement adjustment will not apply to everyone, but if the delayed retirement adjustment does apply to you then this adjustment will increase your benefit to an amount that is larger than your pension benefit calculated under the basic formula. If you do work beyond your normal retirement age and you have questions about how your delayed retirement pension benefit will be calculated, please contact the pension office.

Adjustment for Optional Forms of Payment

If you choose a benefit payment option other than the five-year certain and life annuity *(please refer to Part V for a complete description of the benefit payment options that are offered by the plan)*, then your monthly normal, early, or delayed pension benefit will be adjusted to reflect the option that you have chosen. This adjustment is called the *optional form adjustment factor*. The purpose of the adjustment factor is to make sure that whatever option you choose is expected to pay benefits to you over your lifetime (and your beneficiary's lifetime if applicable) that are equal in value to the benefit payments that you and your beneficiary would receive under the five-year certain and life annuity.

In most cases, your monthly pension benefit will be *reduced* because most of the optional forms of payment provide benefits that will be paid for a longer period of time than under the five-year certain and life annuity. For example, if you elect the 50% joint and contingent annuity option, then benefits will be paid for the period of time that your beneficiary outlives you. Therefore, your monthly pension benefit must be reduced to ensure that the expected benefit payments under the 50% joint and contingent annuity option will be equal to the expected benefit payments under the five-year certain and life annuity.

The *optional form adjustment factor* that is applied to each optional form of payment is calculated based on your retirement age and, if applicable, your beneficiary's age when you retire. Each adjustment factor is unique to your situation and, therefore, this booklet cannot provide you with the specific factors that will apply to you when you retire. However, the following chart illustrates the amount of the reduction that will apply in some situations. Again, keep in mind that the optional form adjustment factor that will apply to your specific situation will likely be different than the amounts shown below.

Optional Form of Payment	**Illustrative Optional Form Adjustment Factor**
Five-year certain and life annuity	100%
10-year certain and life annuity	98%
15-year certain and life annuity	95%
50% joint and contingent annuity	92%
66⅔% joint and contingent annuity	90%
75% joint and contingent annuity	89%
100% joint and contingent annuity	86%

If you have any questions about how the optional form adjustment factor is applied to your benefit or if you would like to know the amount of your monthly pension benefit under the various optional forms of payment that are offered by the plan, please contact the pension office.

Following is an example of how the optional form adjustment factor is applied:

Example #4 – Pension Benefit Payable Under an Optional Form of Payment

Let's assume that you retire at age 60 and that your early retirement pension benefit calculated under the basic formula is $2,000.00 per month. Let's also assume that you have decided to receive your benefit payable as a 75% joint and contingent annuity and that the optional form adjustment factor is 89%. In this case, your monthly early retirement pension benefit payable as a 75% joint and contingent annuity will be equal to $1,780.00 calculated as follows:

$2,000.00 multiplied by 89% = $1,780.00 per month

After your death, your surviving spouse will receive $1,335.00 per month for the remainder of his or her lifetime.

PART VII: What Happens If I Leave Covered Service Before I Retire?

If you leave ***covered service*** before you have earned at least five years of ***vested service***, then you will not be entitled to receive any benefits from the plan unless you return to work in ***covered service*** at a later date. Once you have earned at least five years of ***vested service***, however, you will be entitled to receive a deferred vested pension benefit if you leave ***covered service*** before you are eligible to retire.

Your Deferred Vested Pension Benefit

If you are entitled to a deferred vested pension benefit, then your pension benefit will be payable beginning at your normal retirement age. Alternatively, assuming that you meet the age and service requirements for early retirement, you may elect to receive your deferred vested pension benefit as early as age 55. The amount of your deferred vested pension benefit will be equal to your normal retirement pension benefit (if you choose to begin receiving your deferred vested pension benefit at your normal retirement age) or to your early retirement pension benefit (if you choose to begin receiving your deferred vested pension benefit at your early retirement age). Keep in mind that, if you choose to receive your deferred vested pension benefit prior to age 60, then an early retirement reduction factor will be applied to your benefit. Also, if you elect an optional form of payment then an optional form adjustment factor will apply to your benefit as well.

Example #5 – Deferred Vested Pension Benefit

Let's assume that you left covered service at age 40 in 2011 and that you plan to retire at age 55. Let's also assume that you had earned 15 years of continuous credited service during the years 1996 through 2010 and that you had $43,000 of contributions made on your behalf during the period January 1, 1996 through August 31, 2009 plus another $5,000 of contributions made on your behalf after August 31, 2009. Your monthly deferred vested pension benefit payable at age 55 will be equal to $816.75 calculated as follows:

2.30% multiplied by $43,000 = $989.00 per month
plus
2.00% multiplied by $5,000 = $100.00 per month

multiplied by an early retirement reduction factor for age 55

75% multiplied by $1,089.00 = $816.75 per month

This benefit is payable as a five-year certain and life annuity. If your deferred vested pension benefit is paid in one of the optional forms of payment, then your benefit will be further adjusted to reflect the option that you have chosen.

PART VIII: What Happens If I Become Disabled Before I Retire?

If you become disabled before you retire, you may be able to receive a temporary disability pension until you reach your early or normal retirement age. However, you must meet the eligibility requirements set forth in the plan.

Temporary Disability Pension

You will be eligible to receive a temporary disability pension if you meet *all five* of these conditions:

1. You must have earned at least five years of ***vested service***;
2. You must have earned at least 435 ***hours worked*** during at least one of the last two ***plan years*** immediately preceding the date on which you become totally and permanently disabled;
3. You must be *totally and permanently disabled* *(please see the definition of "Total and Permanent Disability" below)*;
4. You must have retired; and
5. You must have filed a claim for a temporary disability pension. *(The pension office will provide a disability application form for this purpose.)*

If you become totally and permanently disabled but you have earned less than five years of ***vested service*** or you have not earned at least 435 ***hours worked*** during at least one of the last two ***plan years*** immediately preceding your disability date, then you will not be eligible for a temporary disability pension.

Your temporary disability pension is based on the amount of pension benefit that you have earned prior to your date of disability
Before the Trustees can approve your disability benefit, you must furnish the Board of Trustees with evidence of your disability as described below in the section entitled "Total and Permanent Disability." If the Trustees approve your disability application, your temporary disability pension will be payable on the first day of each month. You will receive your first payment as of the effective date of your Social Security disability benefit, provided that your Social Security Disability Award Notice served as evidence of your disability. Otherwise, your temporary disability pension will begin on the first day of the month coincident with or next following the latest date that is shown on the physicians' certifications as the date on which you became disabled. In either case, however, your temporary disability pension payments will not begin any earlier than the first day of the month that is 12 months prior to the date on which you submit your disability application to the pension office.

The Board of Trustees will be the sole judge as to whether you meet the plan's requirements to receive a temporary disability pension and, if you do meet these requirements, the Board of Trustees will determine the appropriate effective date of your temporary disability pension payments under the terms of the plan. Because temporary disability pension payments cannot begin earlier than 12 months prior to the date on which you submit your disability application to the pension office, *you should submit your disability application to the pension office at the same time that you submit your application for disability benefits to the Social Security Administration*.

If you are not eligible to receive a Social Security disability benefit, then you will only be eligible to receive up to 24 months of temporary disability pension payments. Once you have received 24 monthly payments, you must be eligible for a Social Security disability benefit in order to receive any additional temporary disability pension payments.

Your temporary disability pension payments will stop if you recover from your disability prior to your normal retirement age. In order to monitor your continued eligibility for temporary disability pension benefits, the Board of Trustees may at any time or from time to time require that you submit evidence of your continued entitlement to Social Security disability benefits or of your continued disability as a prerequisite to your receiving additional temporary disability pension payments. If your temporary disability pension payments stop because you have recovered from your disability prior to your normal retirement age, then you may later retire with a deferred vested pension, early retirement pension, normal retirement pension, or delayed retirement pension, as applicable, provided that you otherwise meet the eligibility requirements for that benefit.

If you die while receiving temporary disability pension payments, then your beneficiaries will be entitled to receive the pre-retirement death benefits that are described in Part IX. Otherwise, if you reach your normal retirement age without recovering from your disability, your temporary disability pension will end and you will be eligible to receive a normal retirement pension benefit. Alternatively, you may choose to end your temporary disability pension when you reach your early retirement age and to begin receiving an early retirement pension benefit in lieu of additional temporary disability pension payments. In either case, your early or normal retirement pension will *not* be reduced to reflect the temporary disability pension payments that you received prior to your retirement, although your early retirement pension benefit will be reduced to reflect any applicable early retirement reduction factor.

Total and Permanent Disability

Not all disabilities will qualify you to receive a temporary disability pension from this plan. You are only considered to be *totally and permanently disabled* for purposes of receiving a temporary disability pension if the Board of Trustees finds on the basis of medical evidence that you meet *all* of the following requirements:

1. You are totally disabled by a physical or mental condition such that you cannot perform any further employment as an insulator or asbestos worker and you have

been so disabled continuously since the date that you last earned an ***hour worked*** under the pension plan;

2. Your disability has existed for at least five months;

3. Your disability is expected to be permanent and continuous during the remainder of your life;

4. You became disabled as a result of an accident, injury, or disease sustained while you were employed by a ***contributing employer***;

5. You do not engage in any further employment as an owner, supervisor, or construction worker in the building or construction trades industry;

6. Your disability did not result from military service;

7. Your disability is not the result of and does not consist of chronic alcoholism or addiction to narcotics;

8. You did not contract, suffer, or incur your disability while you were engaged in a felonious enterprise and your disability did not result from your engaging in a felonious enterprise; and

9. Your disability did not result from a self-inflicted injury.

In considering whether you are *totally and permanently disabled*, the Board of Trustees will review the following evidence:

1. Written verification from the Social Security Administration that you are entitled to receive Social Security disability benefits *(This will typically be your Social Security Disability Award Notice.)*; or

2. *If you have not been approved for a Social Security disability benefit*, written certification on the basis of a medical examination by *two* doctors that you have incurred a disability that prevents you from satisfactorily performing the duties of an insulator or asbestos worker as described above. You may select one of the two doctors and the Board of Trustees will select the other doctor. *Note that you are only allowed to submit evidence under this rule once in your lifetime with respect to disabilities that are incurred after 2000 and you will only be entitled to a limited disability benefit if you are not eligible for a Social Security disability benefit.*

PART IX: What Happens If I Die Before I Retire?

If you die *before* you begin receiving an early, normal, or delayed retirement pension, then death benefits may be payable from the plan to your ***eligible spouse***, to your eligible children, or to your designated beneficiary. These death benefits are also payable on your behalf if you die while you are receiving a temporary disability pension. Once you have begun receiving an early, normal, or delayed retirement pension, then no pre-retirement death benefits will be payable on your behalf. After retirement, if you would like for your spouse or another beneficiary to receive payments upon your death, then you must choose one of the optional forms of payment that provide for a benefit to be payable to your beneficiary after your death.

There are two different pre-retirement death benefits that are payable under the plan, a monthly survivor pension for your ***eligible spouse*** or eligible children and a one-time lump sum payment for your designated beneficiary. Your spouse or beneficiary must file an application with the pension office before any death benefits will be paid.

Pre-Retirement Survivor Pension

If you have earned at least five years of ***vested service*** and you die before you retire, then your ***eligible spouse*** will receive a monthly pre-retirement survivor pension for the remainder of his or her lifetime. The amount of your spouse's pension will be equal to 50% of the monthly pension that you had earned at the time of your death. The pre-retirement survivor pension will be calculated using the basic pension benefit formula described in Part VI and multiplying the result by 50%. The following example shows how your pre-retirement survivor pension is calculated.

Example #6 – Pre-Retirement Survivor Pension

Let's assume that you die before you retire and that your monthly normal retirement pension was equal to $1,500.00 as of your date of death. In this case, your eligible spouse will receive a monthly lifetime payment equal to $750.00 calculated as follows:

$1,500.00 multiplied by 50% = $750.00

If you do not have an ***eligible spouse*** as of your date of death, then the pre-retirement survivor pension will be paid to your minor children in equal shares until each child attains age 18. If you do not have an ***eligible spouse*** and you do not have any children under age 18, then the pre-retirement survivor pension will not be paid on your behalf.

Pre-Retirement Lump Sum Death Benefit

If you have earned at least five years of ***vested service*** and you die before you retire, then your designated beneficiary will receive a one-time lump sum payment equal to $225.00 multiplied by your years of ***vested service***. ***Vested service*** earned prior to 1962 is not considered for this purpose. You may name one or more individuals to receive the pre-retirement lump sum death benefit. If you do name more than one beneficiary, then the lump sum payment will be divided into equal shares unless you have specified the portion that is payable to each beneficiary. The following example shows how your pre-retirement lump sum death benefit is calculated.

Example #7 – Pre-Retirement Lump Sum Death Benefit

Let's assume that you die before you retire and that you had earned 17 years of vested service. In this case, your designated beneficiary will receive a one-time lump sum payment equal to $3,825.00 calculated as follows:

$225.00 multiplied by 17 years of vested service = $3,825.00

If you die while performing certain military service and you were working in covered service immediately prior to entering the military, the Heroes Earnings Assistance and Relief Tax (HEART) Act requires the plan to calculate the pre-retirement lump sum death benefit as if you had returned to work in covered service immediately prior to your death. If you have questions about how the HEART Act may affect your death benefits, please contact the pension office.

PART X: Other Questions

A. *Can I Expect to Receive Anything from Social Security?*

You may receive benefits from Social Security in addition to the benefit you will get from this pension plan. Social Security benefits may be payable in the event of your death or disability as well as retirement. With the amendments made to the Social Security Act over the years, these benefits have become a substantial part of your total benefit program. You should go to your local Social Security office for assistance in determining the amount which may be payable to you under the Social Security Act.

B. *Is It Possible That I Might Lose My Credits for Benefit Purposes?*

Yes, depending on your total ***vested service***, you could lose your ***vested service*** and ***credited service*** if you have a ***break-in-service*** during any ***plan year***. Except as noted below, a ***break-in-service*** occurs whenever you are credited with less than 435 ***hours worked*** during any ***plan year***.

If you have at least five years of ***vested service***, then you are ***vested*** and entitled to benefits under the plan even if you do not earn at least 435 ***hours worked*** during a later ***plan year***.

If you are not ***vested*** and your number of consecutive ***breaks-in-service*** is equal to or greater than your ***vested service***, you will lose your credit for all your prior service. However, after 1984, the minimum number of consecutive ***breaks-in-service*** before you lose your credits is five years.

For example, if you work for three years, then leave work for seven years, you will lose all of the three years of service. If you lose your total service and you later return to ***covered service***, you must start your service again as a new participant.

As another example, let's say you have four years of ***vested service***, leave ***covered service*** for two years, then return for three more years. At the end of this period, you would have a total of seven years of ***vested service*** and you would also have all of your ***credited service***.

A ***break-in-service*** does not occur if you earn less than 435 ***hours worked*** during a ***plan year*** and you:

1. have been disabled so as to be unable to work in ***covered service*** after December 31, 1992 for at least 60 consecutive days during the ***plan year***;

2. have performed certain uniformed service as described in USERRA *(see the discussion about USERRA on page 46)*;

3. are on an authorized leave of absence pursuant to the FMLA *(see the discussion about FMLA on page 46)*;

4. remain employed by or become a ***contributing employer***, but in a category of work not covered by a collective bargaining agreement or other written agreement that requires pension ***contributions*** on your behalf; or

5. have five or more years of ***vested service***, in which event you will be ***vested***.

Even if you work less than 435 hours during a ***plan year***, no ***break-in-service*** will occur if you are not at work due to an absence beginning on or after January 1, 1985 because you are pregnant, you (or your spouse) give(s) birth to a child, you adopt a child, or you need to care for your child for a period of time following birth or adoption. You will also not incur a ***break-in-service*** in the year following the year you are first absent for any of these reasons if you had at least 435 ***hours worked*** in the first year of necessary absence.

C. Can I Lose Any of My Benefits from This Plan?

Your pension plan is a valuable tool for planning for your retirement years. As you work for ***contributing employers***, you continue to build service for ***vesting*** and for calculating your monthly pension. Obviously, the longer you work for ***contributing employers***, the greater your monthly pension will become. Although you may intend to continue your ***covered service*** until your normal retirement age, there may be a time when your personal situation will prevent you from carrying out your intention. If you have not become ***vested***, you could lose your pension benefits.

Consequently, you should be aware of the following circumstances which could cause you to lose or forfeit your benefits under this plan:

1. If you fail to be credited with at least 435 ***hours worked*** during any ***plan year***, you may lose your total ***credited service*** and ***vested service*** unless you meet certain requirements as explained under the question “Is It Possible That I Might Lose My Credits For Benefit Purposes?” *(question B on page 37)*.

2. If your service is terminated (voluntarily or involuntarily) before you are fully ***vested*** (as described in Part VII), then you will not have a deferred vested pension benefit.

3. If you become totally and permanently disabled but have less than five years of ***vested service***, you will not be eligible for a temporary disability pension.

4. If you work for an employer not signatory to the collective bargaining agreement with the ***union*** or an employer not authorized by the Board of Trustees to make payments into the trust ***fund***, you will not be given any ***credited service*** or ***vested service*** for this work and may lose your ***credited service*** and ***vested service*** as described in question B on page 37.

5. If you fail to supply the necessary written information as required by the Trustees or make a false statement material to your claim.

6. If the pension plan is discontinued and the assets of the plan are insufficient to provide full payment of accrued benefits for all participants.

7. If you are convicted of a crime against the plan or the plan obtains a judgment against you for certain acts of fraud, then you may lose some or all of your benefits as described in the legal plan document.

8. Failure to file an application for a benefit will prevent that benefit from being paid until the application is filed.

D. ***<u>What Happens If I Work Outside of the Jurisdiction of Local 13?</u>***

If you are a member of Local 13 and you work in another jurisdiction of an insulators or asbestos workers local union, you may be able to have the employer contributions that are made on your behalf to that pension fund transferred to this pension ***fund***. If you do this, you will continue to receive ***credited service*** and ***vested service*** for your work just as if you were working in the jurisdiction of Local 13.

If you are going to work in the jurisdiction of another local union, you should check with the pension office to find out if you can have the contributions transferred back to this pension ***fund*** to protect your service and benefits. If you can have your contributions transferred, then you should determine from that local union or that pension fund exactly what you are required to do to ensure that those contributions are transferred. Remember, if those contributions are transferred, you will not be receiving credits from the local plan that made the transfer but you will receive credit from this pension plan.

Also, a change in your local union membership can affect your entitlement to a benefit and/or the amount of that benefit and this possibility should be considered before making any decisions with respect to a change in locals.

If you have any questions about transferring contributions or changing your local membership and how your pension benefits will be affected, please contact the pension office.

E. ***<u>What Happens If I Return to Work After I Retire and After My Pension Benefit Payments Have Started?</u>***

Your benefits may be discontinued depending upon your age and type of retirement, as follows:

1. If you return to work at the trade for at least 40 hours during a calendar month within the territorial jurisdiction of Local 13 prior to age 70½, your early, normal, or delayed retirement pension will be suspended for that month. However, the first 400 hours of such work during a plan year will be ignored for this purpose.

2. If you return to work in any capacity for a ***contributing employer*** at any time during the first three months after your early retirement date, then your early retirement pension payments will cease and you will have to re-pay any early retirement pension payments that you have received during this period. For this purpose, work with any employer that is a part of a commonly controlled group of companies that includes a ***contributing employer*** will be considered to be work with a ***contributing employer***.

3. Temporary disability pension benefits payable before normal retirement age will cease if you are no longer totally and permanently disabled as described on pages 33 and 34. You should reference the discussion of the disability benefit on pages 32 through 34 to see what other circumstances could cause your temporary disability pension payments to stop.

If you are contemplating a return to work and you have any questions concerning how your re-employment might affect your retirement or temporary disability pension, please contact the pension office for assistance. You may also request a determination from the pension office as to how any continued employment or re-employment will affect your pension benefits.

<u>You are required to notify the pension office within 10 days after starting work.</u> If you do not file a notice of re-employment with the pension office, the Trustees will presume that you have worked more than the permitted amount and your pension benefits will be suspended. You may be required to provide the Board of Trustees with reasonable information for the purpose of verifying your employment or your continued retirement. You may also be required to certify that you have remained unemployed or to provide factual information sufficient to establish that you had no employment relationship with a ***contributing employer*** or that your employment is not within the trade and territorial jurisdiction of Local 13.

<u>You are required to notify the pension office within 10 days of the date you stop work.</u> If you do not file a notice of re-retirement, then the Trustees will assume you are still working and your pension benefit payments may not resume. After you again retire, your pension benefit payments will restart on the first day of the third month after you stop work and file the notice of re-retirement.

If you received any pension benefit payments for a month when your benefit should have been suspended, then your pension benefit payments after you again retire will be reduced until the payments made in error have been repaid to the pension plan. Your first three months' payments after you again retire may be reduced completely, if necessary. After that, your payments could be reduced by up to 25%.

If you do return to work after retirement and additional ***contributions*** are made on your behalf as a result of your returning to work in ***covered service***, then additional ***credited service*** may be earned and your benefit will be recalculated. Your additional pension benefit will be calculated as of the time that you re-retire. The amount of your additional pension benefit will be based on any additional ***credited service*** that you earn, on any additional ***contributions*** that are credited on your behalf, and on the benefit accrual rates that are in effect at the time of your re-retirement. The pension benefit that you had earned before your original retirement date will not be recalculated, but will be "frozen" at its original amount.

If you were under normal retirement age when you previously retired, then you may make an election regarding in which form of payment you would like your additional pension benefits to be paid when you re-retire. If you were at or over normal retirement age when you previously retired, then your previous retirement election as to form of payment will stand and the additional benefits will automatically be paid under the same form as your previous retirement benefit. Note that in either case your previous benefit election cannot be changed and will continue to be in effect for your previous retirement benefit except as described on page 21.

F. ***What Happens If I Do Not Name a Beneficiary or If the Beneficiary Is Not Legally Competent?***

You should file your beneficiary designation for this plan with the pension office, even if you are not close to retirement, and you should make sure that your beneficiary designation is up-to-date. If you wish to have a different beneficiary under this plan, you must notify the pension office. This way, any death benefits from the plan will be properly paid. Note that any beneficiary designations that you have filed with the local union or with the international union will not be applicable for this pension plan.

If a beneficiary designation has not been filed with the pension office, any death benefits from the plan will be paid to your eligible spouse (if any), your descendents (if any), your parents (if any are still living), or your brothers and sisters (if any), in that order. If you do not have any of these types of beneficiaries and you have not filed a beneficiary designation with the pension office, then any death benefits from the plan will be paid to your estate.

If benefits are payable to a minor or legally incompetent person, the Trustees may direct that all, or any portion, of the benefits be paid to a different person.

G. ***<u>Can I Apply for a Temporary Disability Pension After My Retirement Pension Has Been Approved?</u>***

No, once an application for any type of retirement pension benefit has been approved by the Board of Trustees, no other applications for either a retirement pension or temporary disability pension will be considered.

H. ***<u>Can My Benefits Be Affected by a Divorce or Family Dispute?</u>***

Laws affecting employee benefits require plans such as this one to obey certain court orders (such as divorce decrees) that require some or all of your benefits to be paid to your spouse, former spouse, child, or dependent. The Trustees will abide by a "Qualified Domestic Relations Order" from a court.

If you are eligible for early retirement, these laws also authorize the payment of such court-ordered benefits to begin while you are still working. These payments can exhaust your entire interest in the plan, including future benefits. You may also have taxable income as a result.

In order to be "qualified," the court order has to meet certain standards. The Board of Trustees will decide, based upon the advice of legal counsel, whether an order is a "Qualified Domestic Relations Order" and how to direct payment of benefits. If you do not agree with the Trustee's decision, you must file an appeal within 60 days after receipt of the Trustee's decision. You must follow the claims procedure described on pages 43 and 44.

You should understand that the plan has no choice in these matters. The plan must obey a Qualified Domestic Relations Order. The plan will make every effort to notify you as soon as it becomes aware of any attempt to subject your benefits to court order.

A copy of the procedures of the plan with regard to domestic relations orders is available from the pension office at no charge.

PART XI: Claims Procedure

If you wish to apply for benefits under the plan, you must file a claim on the form provided by the pension office. Your application should be directed in writing as follows:

Board of Trustees of the International Association of Heat & Frost Insulators and Allied Workers Local No. 13 Pension Fund
c/o BeneSys
7130 Columbia Gateway Drive, Suite A
Columbia, MD 21046

If your claim for benefits is denied, the Trustees will notify you within 90 days of the reasons for the denial with specific reference to the appropriate plan provisions in the legal plan document. The Trustees will also tell you how you can appeal this decision and what additional information should be submitted. In addition, you may file an appeal if you have not had a response within 90 days after filing your original claim for benefits.

In some circumstances, the Trustee's decision on your claim may be delayed for an additional 90 days if the Trustees cannot make a decision within the first 90-day period. If this is the case, you will be notified of the delay within the original 90-day period and the Trustees will tell you when they expect to make their decision on your claim.

Within 60 days of receiving the Trustee's decision denying your claim, you may write to the Trustees indicating the reasons for your appeal and providing any additional information to support your claim for benefits. If you wish, you may designate an attorney or another authorized person to act as your representative during the appeals process. You and your representative or attorney must sign a statement indicating that someone other than yourself will be representing you.

Within 60 days of receipt of your appeal, the Trustees will notify you in writing of their final decision and the reason for their decision with specific reference to the appropriate provisions in the pension plan. This decision may be delayed by an additional 60 days if special circumstances, such as the need for a hearing, require extra time. If this is the case, you will be notified of the reason for the extension of time within the first 60 days and the date by which the Trustees expect to make their decision. Once the Trustees' decision is made on your appeal, their decision is final and binding.

SPECIAL RULE: If your benefit claim is for a temporary disability pension ***and*** you do not receive a Social Security Disability Award, then a special claims procedure will apply instead of the procedure described above.

In this case, if your claim for benefits is denied, the Trustees will notify you within 45 days of the reasons for the denial with specific reference to the appropriate plan provisions in the legal plan document. The Trustees will also tell you how you can appeal this decision and what additional information should be submitted. In addition, you may file an appeal if you have not had a response within 45 days after filing your original claim for benefits.

In some circumstances, the Trustee's decision on your claim may be delayed for an additional 30 days if the Trustees cannot make a decision within the first 45-day period. If this is the case, you will be notified of the delay within the original 45-day period and the Trustees will tell you when they expect to make their decision on your claim. The Trustees will also explain the unresolved issues that necessitate an extension of time to make their decision. If the Trustees cannot make a decision on your claim within the first 30-day extension, they may delay their decision for an additional 30 days. Again, you will be informed of the second 30-day extension before the end of the first 30-day extension, along with the reason an extension is needed and the date by which the Trustees expect to make a decision on your claim.

Within 180 days of receiving the Trustee's decision denying your claim, you may write to the Trustees indicating the reasons for your appeal and providing any additional information to support your claim for benefits. As a part of your appeal, you have the right to review all documents, records, and other information, including any medical documents and information, which served as the basis for the denial of your claim. If you wish, you may designate an attorney or another authorized person to act as your representative during the appeals process. You and your representative or attorney must sign a statement indicating that someone other than yourself will be representing you.

Within 45 days of receipt of your appeal, the Trustees will notify you in writing of their final decision and the reason for their decision with specific reference to the appropriate provisions in the pension plan. This decision may be delayed by an additional 45 days if special circumstances, such as the need for a hearing, require extra time. If this is the case, you will be notified of the reason for the extension within the first 45 days and the date by which the Trustees expect to make their decision. Once the Trustees' decision is made on your appeal, their decision is final and binding.

Regardless of the claims procedures outlined above, if the Trustees schedule meetings at least quarterly, then additional time may be taken to review your appeal. If this is the case, the Trustees may delay a decision on your appeal until either of their next two scheduled meetings that are at least 30 days after you have filed your appeal. You will be notified of any delays and you will be informed of any additional information that is needed and of the specific deadlines that apply to your claim.

IMPORTANT: You may not commence or maintain any legal action against the plan or its Trustees prior to your exhausting the plan's administrative claims procedures as set forth above. Furthermore, you may not commence or maintain a legal action against the plan or its Trustees unless the legal action is filed in the appropriate court of law no more than 180 days following the exhaustion of the administrative claims procedures described in this section or such earlier time as is applicable under state law.

PART XII: Other Important Information

A. ***Spousal Survivor Benefits***

As required by the Retirement Equity Act of 1984, if you are married and ***vested***, your ***eligible spouse*** is automatically entitled to survivor benefits. If you are married and do not wish that survivor benefits be provided, your ***eligible spouse*** must consent in writing to waive rights to any benefits. This consent must be witnessed by a notary public.

B. ***Mandated Payment of Benefits***

The Board of Trustees is required to start paying your benefits from the pension plan no later than the April 1st following the calendar year during which you have both reached 70½ and retired. This date is known as your "required beginning date." Payments will begin even if you have not filed an application for benefits. Furthermore, if you are no longer working in ***covered service*** when you attain your normal retirement age, the plan is generally required to start paying your benefits shortly thereafter unless you make a specific election to defer receipt of your benefits until a later date, but no later than your required beginning date. Finally, if you are a plan participant who also owns more than 5% of a business that is contributing to the plan, then your benefit payments must start on or before the April 1st following the calendar year during which you have reached age 70½, even if you have not retired and have not filed an application for benefits.

C. ***Maximum Retirement Benefits***

In no event may your annual retirement benefit from the plan exceed the legal limit. Starting in 2019, this limit is $$225,000 at ages 62 through 65. A lower limit may apply if you begin receiving benefits prior to age 62, if you have less than 10 years of service, or if you elect an optional form of benefit payment.

D. ***Lump Sum Payment of Small Amounts***

If the lump sum value of your expected payments (as determined by the plan's actuary) is less than a certain amount (currently $1,000) established by the federal government and subject to change from time to time, the Board of Trustees will make a lump sum payment to you in full settlement of all your benefits under the pension plan.

E. *Direct Rollover of Eligible Distributions*

You may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by you. An eligible rollover distribution is a lump-sum payment that is paid to you or on your behalf in lieu of your monthly retirement benefit. For example, the mandatory lump sum payment described above would be an eligible rollover distribution. A monthly retirement benefit that is not paid in a single lump sum would not be an eligible rollover distribution. (You should note that this rollover provision of the plan does not entitle you to elect to receive a lump sum payment in lieu of your retirement benefit unless you are otherwise eligible to receive a lump sum payment.) An eligible retirement plan is another qualified retirement plan, such as an individual retirement account (IRA), that will accept an eligible rollover distribution from this plan. Prior to the time that you are to receive an eligible rollover distribution, the plan administrator will give you detailed information about how to roll over your benefit into another retirement plan. For more information on eligible rollover distributions from this plan, please contact the pension office.

F. *Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)*

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) requires the pension plan to give you pension credit (i.e. ***credited service***) for certain service performed while you are in the United States Army, Navy, Air Force, Marines, or Coast Guard (or any Reserve or National Guard components of any of these), in the commissioned corps of the United States Public Health Service, or in any other category of persons designated by the President of the United States in a time of war or emergency. However, in order to receive pension credit under the plan for your military or other service as described above, you must have been working in employment which was covered by the pension plan immediately prior to entering such service and you must return to ***covered service*** within the time period specified in the law. If you would like more details concerning the specific rules regarding pension credit for uniformed service, please contact the pension office.

G. *Family and Medical Leave Act of 1993 (FMLA)*

The Family and Medical Leave Act of 1993 (FMLA) is a federal law that requires the pension plan to allow you a period of absence from work for certain reasons *without counting that absence as a break in your service*. Under the law, the reasons for absence are limited to:

1. A leave of absence to care for your child following his or her birth;

2. A leave of absence taken because of the placement of a child with you for adoption or foster care;

3. A leave of absence taken because you have a serious health condition that prevents you from performing your duties as an active plan participant; and

4. A leave of absence to care for your child, spouse, or parent when this individual has a serious health condition.

It is important for you to understand that you cannot simply take a leave of absence as described above and have that leave prevent a break in your service. The law states that you must file an application with the pension office for a leave of absence under the FMLA and the Trustees must approve your leave before the leave can prevent a break in your service. For more information regarding your rights under the FMLA or to obtain an application for an FMLA approved leave of absence, please contact the pension office.

H. Plan Termination

The Board of Trustees fully intends to maintain the plan on a sound actuarial basis. Although there are certain legal minimum annual contributions which must be made in order to maintain the plan, neither your ***contributing employers*** nor the ***union***, nor the Board of Trustees, nor any of their officers, agents, or employees guarantee, in any manner, that ***contributions*** will be made. All ***contributions*** made by your employers will be placed in the trust ***fund*** and all benefits under the plan will be paid from the trust ***fund*** in accordance with the legal plan document. Any person having any claim under the plan should look to the assets of the trust ***fund*** for satisfaction.

The Board of Trustees intends to continue the pension plan indefinitely, but must reserve the right to amend the plan, to change the method of providing benefits, or to terminate the plan if that should ever be necessary. In such a case, you will be notified of any changes that have to be made and the reason behind any such decision. Remember, however, that no amendment will be made to the plan that would deprive you, any retiree, or any survivor of any rights or benefits you had already earned before such amendment or change was made except as allowed under federal law. Under the law, no amendment or change can be made that would divert any part of the plan's trust fund to a purpose other than for the exclusive benefit of you or your survivors until all earned benefits have been provided for.

If the plan has to be terminated, you will automatically become 100% vested in the normal retirement benefit you had already earned as of the plan's termination date (to the extent funded as of such date). This is true regardless of how much service you may have had in the plan at that time.

Whether you eventually receive all or part of your plan benefit depends on whether there is enough money in the pension ***fund*** to pay for it and, if not, whether the benefit is insured by the Pension Benefit Guaranty Corporation *(see the discussion of the PBGC on page 52)*. The law sets priorities as to how the money in the pension

fund will be used to provide the following benefits in the order as listed below, until the money is used up:

First - Benefits for those who have received plan benefits for at least three years before the termination date and then for those who could have started receiving benefits at least three years before the termination date. Benefits in these instances will be based on any plan provision in effect during the five years prior to termination which would produce the smallest amount. In addition, the maximum for those who have received benefits for at least three years would be based on the smallest benefit payment received during that three-year period.

Second - All other benefits which are insured by the Pension Benefit Guaranty Corporation.

Third - Vested benefits that are not insured by the Pension Benefit Guaranty Corporation.

Last - Any other benefits earned in the plan. This includes those benefits which became ***vested*** only because of plan termination.

Prior to the distribution of assets, the distribution will be submitted for approval to the PBGC, a corporation within the Department of Labor, and to the Internal Revenue Service. No assets of the trust ***fund*** will revert to the ***contributing employers***.

I. Plan Merger

Although the Board of Trustees intends to continue this pension plan as it currently exists and not combine or merge it with another plan, the Trustees may, in the future, feel it is in the best interest of the plan's participants to merge the plan with another pension plan. In the event that this happens, you will not receive a benefit after the merger that is any less than the benefit you would have received on the date prior to the merger.

J. Assignment of Benefits

The money in the trust ***fund*** is used exclusively to provide benefits to you and your survivors while the plan continues. It cannot be used for any other purpose. This applies both to the employers and to you, because you cannot assign, transfer, or attach your benefits nor use them as collateral for a loan. The only exceptions are in the case of a "Qualified Domestic Relations Order" *(see question H on page 42)* or certain crimes or judgments as described in item 7. on page 39.

K. Plan Administration

The joint Board of Trustees administers the plan and acts as the plan fiduciary. The Board of Trustees is the legal plan administrator of the plan and has authority to make the rules and regulations necessary for the day-to-day operations of the plan. Any interpretation of the plan's provisions rests with the Board of Trustees. No employer or union is authorized to interpret the plan on behalf of the Board of Trustees nor can an employer or union act as an agent of the Board of Trustees. However, the Board of Trustees has established a pension office to handle routine requests from participants regarding eligibility rules, benefits, and claims procedures, and to file government reports and to handle other administrative activities under the direction of plan provisions. The Administrative Manager in the pension office will refer these matters to the Board of Trustees for final determination.

As required by law, an independent auditor examines the entire fund's financial records every year and certifies as to their accuracy, completeness, and fairness. In addition, the Trustees are required to submit annual financial statements and other reports to the U.S. Department of Labor and the Internal Revenue Service. These reports are available for inspection by prior appointment at the fund office during normal business hours.

1. Name, address, and telephone number of Plan Administrator

Board of Trustees of the International Association of Heat & Frost Insulators and Allied Workers Local No. 13 Pension Fund
c/o BeneSys
7130 Columbia Gateway Drive, Suite A
Columbia, MD 21046

(888) 490-8800

A complete list of employers and/or employee organizations sponsoring the pension plan is available for inspection without charge and a copy may be obtained upon written request to the Plan Administrator with a 25¢ per page charge for copying costs.

2. Name and principal business address for each plan trustee:

Employer Trustees	Union Trustees
Mr. Walter J. Johns 329 South Highway 17 East Palatka, FL 32131	Mr. Mitchell Hodges Asbestos Workers Local 13 3647 Gilmore Street Jacksonville, FL 32205

3. Agent for service of legal process:

Every effort will be made by the Trustees to resolve any disagreements with participants promptly and equitably. If, however, you and your attorney feel that some legal action may be necessary, the following person has been designated as the agent for service of legal process:

Patrick A. Venable, Esq.
Attorney at Law
Venable Law Firm, PA
7402 North 56th Street, Suite 380
Tampa, FL 33617

In addition, legal process may be served on the plan administrator or on any Trustee.

4. Identity of funding medium used for accumulation of assets:

Assets are held in trust by the Board of Trustees and the primary investment of such funds is currently money market funds, common stock, and corporate and government securities.

5. Employer identification number:

Employer identification number assigned by Internal Revenue Service to plan sponsor: 59-1086811

6. Plan number:

Plan number assigned by the plan sponsor: 001

7. Type of plan:

Defined benefit plan

8. Collective bargaining agreements:

This pension plan is maintained pursuant to collective bargaining agreements. These agreements are available for inspection without charge and a copy may be obtained upon written request of the plan administrator with a 25¢ per page charge for copying costs.

9. Fiscal year of plan:

January 1st through December 31st

10. Plan year:

January 1st through December 31st

L. *Your Rights Under the Employee Retirement Income Security Act of 1974 (ERISA)*

As a participant in the International Association of Heat & Frost Insulators and Asbestos Workers Local No. 13 Pension Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

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

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

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62) and, if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, 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.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

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

M. 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 of the monthly benefit accrual rate, and (2) 75% of the next $33. The PBGC's maximum guarantee limit is $35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

The PBGC guarantee generally covers: (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 five 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 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 (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.

N. Summary Annual Report and Plan Changes

You will receive a summary of the annual report of the plan once a year at no charge. After plan modifications are made, you will be notified as provided by law.

O. Plan Documents

The provisions of the International Association of Heat & Frost Insulators and Allied Workers Local No. 13 Pension Plan as described in this summary were effective January 1, 2019. This pension plan is a continuation of the plan originally adopted effective January 1, 1962. The pension plan has been amended many times since that date. The provisions described here include those that were restated effective

January 1, 2007. Further modifications may be adopted in the future. In making decisions, the Board of Trustees, on which labor and management are equally represented, is assisted by a team of professional advisors to ensure that any plan changes are consistent with our objective to provide the best benefits possible within the limits of our financial resources.

This description is a summary of your pension plan documents. We have tried to write this summary in clear, understandable, and informal language. Please refer to the legal plan document and the trust agreement, which are the official plan documents, for more extensive information.

You are entitled to examine the legal plan document and the trust agreement. You are also entitled to examine the plan Annual Report as soon as it is filed with the Secretary of Labor. These documents may be seen in the fund office. If you would rather have a copy of these documents, send a written request to the Board of Trustees. The charge for copying is 25¢ per page.