

SUMMARY PLAN DESCRIPTION
CONTRACT CLEANERS SERVICE
EMPLOYEES' PENSION TRUST

SERVICE EMPLOYEES
INTERNATIONAL UNION

5585 Pershing Avenue, Suite 170
St. Louis, Missouri 63112-1762
October 1, 2019

INTRODUCTION

We are pleased to provide you with this revised Summary Plan Description (SPD) describing your Pension benefits offered through your participation in the Contract Cleaners Service Employees' Pension Plan ("Pension Plan"). There are certain facts you should know about your Pension benefits. Your retirement plans may depend on the retirement income you can expect from your Pension and Social Security benefits. Therefore, it is important for you to know what these benefits will be and what you must do to qualify for them so you can plan intelligently for your retirement years.

The Pension Plan was initially established by the Board of Trustees on January 1, 1972. The Board of Trustees is made up of two representatives from Service Employees' International Union, Local One and two representatives from the Contract Cleaners Association of St. Louis. The entire cost of your Pension Plan benefits is paid by contributions from your Employer. THERE IS NO COST TO YOU.

We urge you to read this SPD carefully to understand the benefits that are available to you from the Pension Plan. While it is believed that this SPD accurately summarizes the Pension Plan Document, in the event of any conflict between this SPD and the provisions of the Pension Plan Document, the provisions of the Pension Plan Document will govern. See Section 11.13 starting on page 26 on how to obtain a copy of the Pension Plan Document.

TRUSTEES:	Ms. Nancy E. Cross SEIU Local 1 2725 Clifton Avenue St. Louis, Missouri 63139	Mr. Ricardo Moreno Clean-Tech Company 211 South Jefferson St. Louis, Missouri 63103
	Mr. Michael E. Murphy SEIU Local 1 2725 Clifton Avenue St. Louis, Missouri 63139	Mr. Steve Crain 4M Building Solutions 2827 Clark Avenue St. Louis, Missouri 63103

FUND OFFICE:	5585 Pershing Avenue Suite 170 St. Louis, Missouri 63112 (314) 361-2750
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ARTICLE I. PARTICIPATION AND VESTING

Section 1.01 How Do I Become a Participant?

You will become a Participant in the Plan on the date that you become employed in Covered Employment which is employment in a job classification for which an Employer is obligated by a Collective Bargaining Agreement or other written agreement with the Trustees to contribute to the Pension Plan on your behalf.

Note: Your Collective Bargaining Agreement or other agreement requiring contributions to this Plan may require that you complete a probationary waiting period before contributions may be made to the Pension Plan. Such probationary period may not exceed twelve (12) months.

Section 1.02 May I Participate in the Pension Plan If I Am No Longer Part of the Bargaining Unit?

If you are a Participant in the Pension Plan who worked in Covered Employment, have not incurred a Break-in-Service (see Section 1.07.E on page 3), and are currently employed by an Employer in a non-bargaining unit position (“bargaining unit alumni”), you may continue to Participate in the Pension Plan provided that your Employer signs a participation agreement with the Trustees which provides that such participation is generally no more favorable than for bargaining unit employees (e.g., does not have a lower contribution rate).

Section 1.03 What Is the Importance of Vesting?

When you become 100% vested (or fully vested), you will be entitled to a deferred pension Benefit at age sixty-five (65) even if you stop working for contributing Employers before age sixty-five (65). The amount of your Benefit will be based upon the Years of Credited Service you have earned at the time of your termination (see Section 3.02 on page 6). Once you have become fully vested, you will not lose the Years of Credited Service that you have earned even if you have future Breaks in Service.

Section 1.04 How Do I Become Vested?

Once you have been credited with five (5) Years of Vesting Service, you are fully vested.

Note: Collectively bargained Participants who did not earn an Hour of Service on or after January 1, 1989, had to earn at least ten (10) Years of Vesting Service in order to be fully vested.

If you were employed in Covered Employment on or after August 1, 2007, your Vesting Service for all periods of Covered Employment on or after January 1, 1976 will be based on your Hours of Vesting Service worked in accordance with the following schedule:

<u>Hours of Vesting Service</u>	<u>Years of Vesting Service</u>
870 or more	1 Year
650 to 869	$\frac{3}{4}$ Year
435 to 649	$\frac{1}{2}$ Year
215 to 434	$\frac{1}{4}$ Year
Less than 215	None

If you were not employed in Covered Employment on or after August 1, 2007, your Vesting Service for periods of Covered Employment on or after January 1, 1976 will be based on your Hours of Service worked in accordance with the following schedule:

<u>Hours of Service</u>	<u>Vesting Service</u>
870 or more	1 Year
476 to 869	¼ Year
Less than 476	None

For years prior to January 1, 1976, Vesting Service is your years of continuous Covered Employment as defined in the Pension Plan that was in effect at that time.

Section 1.05 What Is an Hour of Vesting Service?

An Hour of Vesting Service is any hour you work in Covered Employment.

In addition, if you move from Covered Employment to another job with the same Employer, you will continue to acquire Hours of Vesting Service so long as you continue with that Employer. Also, if you are employed by an Employer in a job that is not in Covered Employment and then moved into a job in Covered Employment, you will be entitled to credit for Hours of Vesting Service for the period of continuous employment before you moved into the job in Covered Employment. These hours will be counted only during periods when your Employer is a contributing Employer to this Plan. These hours outside Covered Employment are counted solely for vesting purposes and not for benefits purposes.

Section 1.06 What If I Stop Working Before I Am Fully Vested?

Subject to the special rules described in Section 1.07 below, if you are not fully vested and you have less than 435 Hours of Vesting Service in a Plan Year, you will have a Break in Service. Depending upon how many Breaks in Service you have, you may lose your Years of Credited Service and Vesting Service. If you become a Participant again at a later date, you may have to start all over in earning Years of Vesting Service.

Section 1.07 How Do I Avoid a Break in Service?

The customary way you can avoid a Break in Service is by earning at least 435 Hours of Vesting Service in a Plan Year.

Special Circumstances. You can also avoid a Break in Service under the following circumstances:

- A. Approved Maternity/Paternity Leave.** If you are absent from work due to a “maternity or paternity absence,” the Pension Plan will count up to 435 of the Hours of Vesting Service that you would have earned solely for the purpose of determining whether a Break in Service had occurred. You must notify the Fund Office of your intent to claim a “maternity or paternity absence” within sixty (60) days prior to the beginning of your absence. You must also notify the Fund Office in writing of your claim for this credit within one (1) year from the day your absence begins. You will receive no credit for benefit purposes for these hours.

A “maternity or paternity absence” is an absence from work for any period by reason of your pregnancy, by reason of the birth of your child, by reason by the placement of a child

with you in connection with your adoption of the child, or for purposes of your caring for such child for a period beginning immediately following such birth or placement.

- B. Military Leave.** If you incur a Break in Service because of entry into U.S. military service, and if you return to Covered Employment within ninety (90) days after such service, you will be entitled to credit for vesting and benefit purposes to extent that you qualify for such protection by meeting all of applicable requirements of the Federal Uniformed Services Employment and Re-Employment Rights Act (USERRA). You may also be entitled to credit for hours of service and benefits for active military service in the National Guard or in Reserve units to the extent required by USERRA.
- C. Family and Medical Leave.** If your Employer is subject to the Family and Medical Leave Act of 1993 (FMLA), and if you are on an approved leave of absence, as provided in detailed regulations issued by the Department of Labor, the Pension Plan will count up to 435 of the hours you would have earned solely for the purpose of determining whether a Break in Service has occurred. You will receive no credit for benefit purposes for these hours.
- D. Employment with an Employer Who Has a CBA with SEIU Local 1 but Is Not Required to Contribute to the Pension Plan.** If, after the date your Employer becomes a contributing Employer ("Contribution Date"), you have at least one (1) Year of Vesting Service and your failure to earn at least $\frac{1}{4}$ Year of Vesting Service in any two (2) consecutive calendar years is because of employment with an Employer who has a Collective Bargaining Agreement with SEIU Local 1 which does not require contributions to the Pension Plan in a category of employment within the bargaining unit, the Pension Plan will apply a Break in Service Grace Period solely for the purpose of avoiding a Break in Service.

In this event, the Grace Period will be for the duration of such employment if within one (1) year after such employment ceases you return to Covered Employment and you earn or have earned at least five (5) Years of Vesting Service prior to your retirement. You will receive no credit for benefit purposes for hours worked during the Grace Period.

- E. Non-Covered Employment with Your Employer.** If you move from Covered Employment to another job with the same Employer, you will not have a Break in Service. In such circumstances, the duration of the Grace Period shall be for the entire length of such non-Covered employment provided you return to Covered Employment and earn or have earned at least five (5) Years of Vesting Service after your Employer's Contribution Date and prior to your retirement. (This rule only applies if your Employer was a contributing Employer to this Pension Plan during all such periods of non-Covered Employment).

Section 1.08 What Happens to My Credited Service and Vesting Service If I Have a Break in Service And Later Return to Covered Employment?

- A. Fully Vested Participant.** If you have five (5) Years of Vesting Service, you are a fully vested Participant and you will be entitled to a deferred Normal or Early Retirement benefit on your Normal Retirement Date or at Early Retirement if you meet the age and service requirements for those benefits. If you have one (1) or more Breaks in Service and return

to Covered Employment, your benefit will be based upon your prior Years of Credited Service plus any new Years of Credited Service that you earn.

- B. Non-Vested Participants.** If you have less than five (5) Years of Vesting Service, when you have a Break in Service you will have no rights to benefits from the Pension Plan. However, if you return to Covered Employment before you incur five (5) consecutive Breaks in Service (that is, five (5) years in which you do not acquire at least 435 Vesting Hours), your prior Years of Vesting Service and Years of Credited Service will be restored.
- C. Breaks in Service Before January 1, 1999.** Before January 1, 1999, the Pension Plan required Participants to earn ten (10) years of Vesting Service to become vested. Different Break in Service rules may apply to Years of Vesting Service and Years of Credited Service earned before January 1, 1999. You should consult your prior Plan Document or the Fund Office if this applies to you.

ARTICLE II. HOURS AND YEARS OF CREDITED SERVICE FOR BENEFIT PURPOSES

Section 2.01 What Is an Hour of Credited Service?

In general, an Hour of Credited Service is any hour you work in Covered Employment.

Section 2.02 How Are Years of Credited Service Calculated for Benefit Purposes?

- A. General Rule.** For Hours of Credited Service earned on or after January 1, 1985, your Years of Credited Service for benefits are determined according to the following schedule:

<u>Hours of Service Worked During Any Calendar Year</u>	<u>Credited Service</u>
2,000 or more	1 Year plus Proportional Amount
1,800 to 1,999	1 Year
1,350 to 1,799	.90 Year
900 to 1,349	.65 Year
450 to 899	.45 Year
Less than 450	NONE

Note: In order to maintain the Pension Plan's future long-term financial stability, the Trustees temporarily suspended future benefit accruals during the period from April 1, 2012 through December 31, 2012. Thus, if you worked for an Employer during the period April 1, 2012 through December 31, 2012, you were able to earn Hours and Years of Vesting Service but not Hours and Years of Credited Service.

Example: Smith earned 500 Hours of Credited Service from January 1, 2012 through March 31, 2012 and 1,400 Hours of Credited Service from April 1, 2012 through December 31, 2012, for a total of 1,900 Hours of Credited Service. Smith will receive .45 Year of Credited Service for 2012 instead of 1 Year of Credited Service.

- B. Years of Credited Service Earned Before January 1985.** For years prior to January 1985, a Participant's Years of Credited Service for benefits are determined according to the following schedule:

<u>Months Worked in Covered Employment During Any Calendar Year</u>	<u>Credited Service</u>
12 months	1.00 Year
11 months	.917 Year
10 months	.833 Year
9 months	.750 Year
8 months	.667 Year
7 months	.583 Year
6 months	.500 Year
5 months	.417 Year
4 months	.333 Year
3 months	.250 Year
2 months	.167 Year
1 month	.083 Year

- C. Past Service Credit.** There is limited Past Service Credit for Participants who worked in Covered Employment before January 1, 1975.
- (i) **For employment before January 1, 1972,** you will receive Past Service Credit for hours in Covered Employment before your Employer's Contribution Date if this date was before January 1, 1972 or if on January 1, 1972 your Employer had signed an agreement to make contributions to the Pension Plan and you were employed by or on approved leave of absence from an Employer on January 1, 1972.
 - (ii) **For employment between January 1, 1972 and January 1, 1975,** if your Employer was first obligated by its Collective Bargaining Agreement to contribute to the Pension Plan after January 1, 1972 but before January 1, 1975, you will receive Past Service Credit for Hours in Covered Employment within the three (3) year period preceding the date your Employer first became obligated by its Collective Bargaining Agreement to contribute to the Pension Plan.

ARTICLE III. BENEFIT PAYMENTS-IN GENERAL

Section 3.01 When Benefits Are Payable.

Benefits are payable in the following circumstances:

- A. Normal or Late Retirement Benefit:** When you apply for benefits on or after your Normal Retirement Date (see Article IV, starting on page 10).
- B. Early Retirement Benefit:** If you retire, have attained age 60, and have earned 10 Years of Vesting Service (see Article V, starting on page 11).
- C. Vested Deferred Pension:** A Vested Deferred Pension is subject to the same eligibility rules as Early, Normal, or Late Retirement Benefits (see Article VI, on page 12).
- D. Disability:** If you become Totally and Permanently Disabled (see Article VII, on page 12).

E. **Death** (see Article VIII, starting on page 13).

Mandatory Start Date for Pension Benefits: Except for 5% owners of an Employer, the Pension Plan requires that benefit payments begin by the later of: (a) April 1st after the end of the Plan Year in which you reach age 70½; or (b) the date that you retire from employment with an Employer. If you are a 5% owner of an Employer, the payment of benefits must begin by April 1st after the end of the Plan Year in which you reach age 70½. Failure to start pension distributions by this deadline may result in severe Federal Income Tax penalties.

Section 3.02 Amount of Benefit-Normal Retirement Benefit in the Basic Form.

A. **For Participants who did not earn an Hour of Credited Service on or after January 1, 2007**, the Normal Retirement Benefit in the Basic Form is:

- (i) \$3.40 multiplied by the number of your Years of Credited Service if you retired prior to November 1, 1979;
- (ii) \$4.05 multiplied by the number of your Years of Credited Service if you retired on or after November 1, 1979;
- (iii) \$5.05 multiplied by the number of your Years of Credited Service if you retired on or after November 1, 1982;
- (iv) \$5.30 multiplied by the number of your Years of Credited Service if you retired on or after October 1, 1983.
- (v) \$6.00 multiplied by the number of your Years of Credited Service if you retired on or after January 1, 1996.
- (vi) \$7.00 multiplied by the number of your Years of Credited Service if you retired on or after January 1, 1997.
- (vii) \$7.50 multiplied by the number of your Years of Credited Service if you retired on or after January 1, 1999.

B. **For Participants who have earned an Hour of Credited Service on or after January 1, 2007**, the Normal Retirement Benefit in the Basic Form is the sum of (i), (ii), (iii) and (iv) below:

- (i) \$7.50 multiplied by the number of the Participant's Years of Credited Service earned through December 31, 2007; and
- (ii) For each Plan Year beginning on or after January 1, 2008 through December 31, 2009, the scheduled Benefit Rate stated below which is based upon an Employer's Hourly Contribution Rate multiplied by the Credited Service earned during that Plan Year.

<u>Employer's Hourly Contribution Rate</u>	<u>Benefit Rate</u>
\$0.14 or less	$\$7.50 \times \text{Hourly Contribution Rate}$ \$0.15
\$0.15.....	\$7.50
\$0.16.....	\$8.00
\$0.17.....	\$8.50
\$0.18.....	\$9.00
\$0.19.....	\$9.50
\$0.20.....	\$10.00
\$0.21.....	\$10.50
\$0.22.....	\$11.00
\$0.23.....	\$11.50
\$0.24.....	\$12.00
\$0.25.....	\$12.50
\$0.26.....	\$13.00
\$0.27.....	\$13.50
\$0.28.....	\$14.00
\$0.29.....	\$14.50
\$0.30.....	\$15.00
\$0.31.....	\$15.50
\$0.32.....	\$16.00
\$0.33.....	\$16.50
\$0.34.....	\$17.00

- (iii) For each Plan Year beginning on or after January 1, 2010 through March 31, 2012, the scheduled Benefit Rate stated below which is based upon an Employer's Hourly Contribution Rate multiplied by the Credited Service earned during that Plan Year.

<u>Employer's Hourly Contribution Rate</u>	<u>Benefit Rate</u>
\$0.19 or less	$\$7.50 \times \text{Hourly Contribution Rate}^1 - \0.05 \$0.15
\$0.20.....	\$7.50
\$0.21.....	\$8.00
\$0.22.....	\$8.50

¹ Exclusive of 2010 Two Cents Special Assessment on Employer Contributions

<u>Employer's Hourly Contribution Rate</u>	<u>Benefit Rate</u>
\$0.23.....	\$9.00
\$0.24.....	\$9.50
\$0.25.....	\$10.00
\$0.26.....	\$10.50
\$0.27.....	\$11.00
\$0.28.....	\$11.50
\$0.29.....	\$12.00
\$0.30.....	\$12.50
\$0.31.....	\$13.00
\$0.32.....	\$13.50
\$0.33.....	\$14.00
\$0.34.....	\$14.50
\$0.35.....	\$15.00
\$0.36.....	\$15.50
\$0.37.....	\$16.00
\$0.38.....	\$16.50
\$0.39.....	\$17.00

Thereafter, each additional one cent in contribution increases the Benefit Rate by 50 cents to a maximum Benefit Rate of \$40.00.

No benefits were earned on Hours of Credited Service and Years of Credited Service earned during the period April 1, 2012 through December 31, 2012.

- (iv) For each Plan Year beginning on or after January 1, 2013, 1/12 of 12% of the total amount contributed to the Pension Plan on your behalf by an Employer.

Section 3.03 Forms of Benefit Payments.

- A. **Basic Form.** If you are not married throughout the one (1) year period before your benefits start, your benefit will be payable in the Basic Form which is a **Three Years Certain and Life Annuity**. This form provides you with a monthly benefit for your lifetime. If your death occurs within three (3) years after you have retired and you have surviving Dependent Children, then the monthly Pension benefit payments you were receiving will be divided equally among your surviving Dependent Children, if any, and paid for the remainder of the three (3) year period or, if earlier, until your last surviving Dependent Child dies or no longer qualifies as a Dependent Child.

If your death occurs within three (3) years after you have retired and you have no surviving Dependent Children, then the monthly Pension benefit payments you were receiving will

be payable to your named Beneficiary for the rest of the three (3) year period. This Beneficiary must be designated in writing prior to your death.

- B. Automatic Joint and Survivor Annuity for Married Participants.** If you are married throughout the one-year period before benefits start, your benefit will be paid in the form of a **Modified Three Years Certain and Life/Joint and Survivor Annuity**, which pays reduced monthly benefits to you as long as you live. If you die after receiving three (3) years' payments, one-half (50%) of your monthly benefit will be paid to your Surviving Spouse for his or her life. If, however, you die before receiving three (3) years' payments, your Surviving Spouse's benefit will remain the same as the one you were receiving until the balance of the three years' payments are paid and then will be reduced to one-half (50%) of your monthly benefit for his or her life.

The monthly Pension benefit payment which you would receive under the Modified Three Years Certain and Life/Joint and Survivor Annuity is less than the payment you would receive under a Three Years Certain and Life Annuity because you are reserving a greater Pension benefit for your Surviving Spouse. When you apply for retirement, you may find out exactly how much your Pension benefit will be reduced to provide this added benefit for your Surviving Spouse.

If neither you nor your Surviving Spouse survives the three (3) year period described above, your benefit will be divided equally among your surviving Dependent Children, if any, and paid for the remainder of the three (3) year period or, if earlier, until your last surviving Dependent Child dies or no longer qualifies as a Dependent Child (see Section 7.02, on page 12).

- C. Qualified Optional Joint and Survivor Annuity: Modified Three Years Certain and Life/ 75% Joint and Survivor Option.** If you are married, with the consent of your Spouse, in writing, you may elect this form which provides you with reduced monthly benefits as long as you live. If you die after receiving three (3) years' payments, seventy-five percent (75%) of your monthly benefit will be paid to your Surviving Spouse for his or her life. If, however, you die before receiving three (3) years' payments, your Surviving Spouse's benefit will remain the same as the one you were receiving until the balance of the three years' payments are paid and then will be reduced to seventy-five percent (75%) of your monthly benefit for his or her life. This monthly Pension benefit payment is less than the benefit you would receive under the Automatic Joint and Survivor Annuity Modified because you are reserving a greater Pension benefit for your Surviving Spouse.

If neither you nor your Surviving Spouse survives the three (3) year period described above, your benefit will be divided equally among your surviving Dependent Children, if any, and paid for the remainder of the three (3) year period or, if earlier, until your last surviving Dependent Child dies or no longer qualifies as a Dependent Child.

- D. Life Only Option.** This form provides you with a monthly benefit for your lifetime. No further payments will be made from the Pension Plan after your death. This form of benefit is only available if you do not have a Surviving Spouse or Dependent Children at the time that you apply for benefits.

E. Lump Sum Benefit Options.

(i) Small Lump Sum Termination Benefits.

(a) Monthly Benefits with a Present Value of \$1,000 or Less. If you are a Participant who has separated from all employment with contributing Employers for a continuous period of at least two years (24 months) and the present value of your vested monthly benefit is \$1,000 or less, then the Pension Plan will automatically distribute to you an immediate lump-sum payment of your benefit in lieu of all future benefits under the Pension Plan payable to you, your Surviving Spouse, Dependent Children and any other Beneficiary.

(b) Monthly Benefits with a Present Value in Excess of \$1,000 but Less Than \$5,000. If you are a Participant who has separated from all employment with contributing Employers for a continuous period of at least two years (24 months) and the present value of your vested monthly benefit exceeds \$1,000 but is not greater than \$5,000, then you may apply for an immediate lump-sum payment of your benefit in lieu of all future benefits under the Pension Plan payable to you, your Surviving Spouse, Dependent Children and any other Beneficiary.

(ii) Lump Sum Payment at Early, Normal, or Late Retirement. If your monthly Normal Retirement Benefit in the Basic Form is \$75 or less, then, with the consent of your Spouse if you are married throughout the one (1) year period before benefits start, at your Early, Normal, or Late Retirement Date you may apply for an immediate lump-sum payment of your benefit in lieu of all future benefits under the Pension Plan payable to you, your Surviving Spouse, Dependent Children and any other Beneficiary.

Section 3.04 Can a Lump Sum Distribution Be Rolled Over?

If you receive a lump sum distribution, you may choose to have the distribution paid by the Pension Plan in a direct rollover to another qualified plan or to an Individual Retirement Account (IRA). If you are eligible for a direct rollover and instead choose to have the distribution paid directly to you, the Plan Administrator will be required to withhold 20% of your distribution for income tax purposes. The Plan Administrator will provide details regarding distribution options prior to making any distribution.

ARTICLE IV. NORMAL AND LATE RETIREMENT BENEFIT

Section 4.01 Requirements for a Normal Retirement Benefit.

If you reach your Normal Retirement Date, you are eligible for a Normal Retirement Benefit. Your Normal Retirement Date is the later of: (a) your sixty-fifth (65th) birthday; or (b) the date that coincides with the fifth (5th) anniversary of your date of participation in the Pension Plan.

If you have reached Normal Retirement Age, you may continue to work and elect to receive a Normal Retirement Benefit. Effective January 1, 2008, on an annual basis, your benefit will be adjusted to take into account additional Credited Service earned after the date that your Normal Retirement Benefit commenced or was last adjusted.

Section 4.02 Forms of Benefit at Normal Retirement Date.

The forms of benefit available at your Normal Retirement Date and their eligibility rules are described in Article III, starting on page 5.

Section 4.03 Late Retirement Pension.

If your employment with an Employer continues after your Normal Retirement Date and you do not start Normal Retirement Benefits, you may receive a Late Retirement Pension upon applying for Late Retirement benefits. Except for 5% owners of an Employer, the payment of benefits under the Pension Plan must commence by the later of: (a) April 1st after the end of the Plan Year in which you reach age 70½; or (b) the date that you retire from employment with an Employer. If you are a 5% owner of an Employer, the payment of benefits must commence by April 1st after the end of the Plan Year in which you reach age 70½.

Section 4.04 Amount of Late Retirement Pension.

The monthly amount of your Late Retirement Pension will be equal to the greater of (i) the amount described in the applicable subsection or subsections of Section 3.02, starting on page 6, based on the amount of Credited Service you earned up to the date of your Late Retirement; or (ii) the Actuarial Equivalent of your Normal Retirement Benefit on the date Late Retirement Benefits start. See Section 9.04, on page 18, regarding additional benefit accruals following an in-service distribution of benefits after your Normal Retirement Date.

ARTICLE V. EARLY RETIREMENT PENSION

Section 5.01 When Am I Eligible for an Early Retirement Pension?

You are eligible for an Early Retirement Pension upon reaching age sixty (60) if you have earned ten (10) years of Vesting Service of which five (5) Years of Vesting Service occurred after your Employer became obligated to contribute to the Pension Plan on your behalf. You may choose to begin receiving your Early Retirement Pension on the first day of any month on or after you reach age sixty (60) but not later than your Normal Retirement Date.

Section 5.02 How Is the Amount of the Early Retirement Pension Calculated?

If you elect an Early Retirement Pension, the amount payable to you will be your Normal Retirement Benefit in the Basic Form reduced by ½ of 1% for each month that the date your benefit begins before age sixty-five (65). Your Early Retirement Pension will be less than your Normal Retirement Benefit because you may have fewer years of service and it is expected you will receive payments for a longer period of time.

Section 5.03 Form of Benefit Available at Early Retirement.

The forms of benefits available for your Early Retirement Pension and their eligibility rules are described in Article III, starting on page 5.

Section 5.04 Early Retirement Pension Example.

Mr. Jones' monthly Normal Retirement Benefit in the Basic Form is \$187.50 per month. Mr. Jones, however, retires at age sixty (60) and has ten (10) Years of Vesting Service of which five (5) Years of Vesting Service occurred after his Employer became obligated to contribute to the

Pension Plan on his behalf. Mr. Jones will be eligible for a monthly Early Retirement Benefit of \$131.25 calculated as follows:

- A. Sixty (60) months X .005% X \$187.50 = \$56.25 Early Retirement Reduction.
- B. \$187.50 – 56.25 = \$131.25 per month.

ARTICLE VI. VESTED DEFERRED PENSION

Section 6.01 Vested Deferred Pension

If you are a vested deferred Participant (vested terminated Participant), you will be eligible for a Vested Deferred Pension on the same basis that an active Participant will be eligible for Early, Normal, or Late Retirement benefits. As a vested deferred Participant, you are not eligible for a Disability Pension Benefit.

ARTICLE VII. DISABILITY PENSION

Section 7.01 Requirements for a Disability Pension Benefit.

You may apply to the Board of Trustees for a Disability Pension Benefit if you:

- A. You have reached age fifty-five (55) and are actively employed in Covered Employment and accruing Credited Service;
- B. You have earned at least ten (10) Years of Vesting Service of which five (5) Years of Vesting Service occurred after your Employer became obligated to contribute to the Pension Plan on your behalf; and
- C. Are Totally and Permanently Disabled.

You will be considered Totally and Permanently Disabled if the Trustees determine that you have suffered a bodily injury or disease which renders you wholly unable to engage in any occupation or employment for wage or profit and which is expected to be permanent and continuous during the remainder of your life, exclusive of a condition resulting from military service for which a government pension is payable.

In determining whether you are or continue to be Totally and Permanently Disabled, the Trustees will require you to submit to an examination by a physician or physicians selected by the Trustees and you may be required to be re-examined periodically as the Trustees may direct. Failure to submit to such examination when requested shall be sufficient reason for the Trustees to determine that you are no longer Totally and Permanently Disabled. The Trustees may, in their sole and absolute discretion, require or accept as proof that you are Totally and Permanently Disabled a determination by the Social Security Administration that you are entitled to Social Security disability benefits.

Section 7.02 Amount and Form of the Disability Pension.

The amount of the monthly payment of your Disability Pension will be determined in the same manner as your Normal Retirement Benefit in the Basic Form (see Section 3.03.A, starting on

page 8) based on your Years of Credited Service at the time you become Totally and Permanently Disabled.

Note that for Credited Service earned on or after January 1, 1989, your monthly Disability Pension will be reduced by the amount of any periodic payment which becomes payable under any Workers' Compensation or similar law while you are receiving a Disability Pension from the Pension Plan.

Your Disability Pension will start on the first day of the seventh (7th) month following the month in which you became Totally and Permanently Disabled provided all other conditions are met. **No optional forms of benefit are available for a Disability Pension.**

Section 7.03 How Long Will the Disability Pension Be Paid?

Your Disability Pension will continue until the earlier of:

- A. The date the Trustees determine that you are no longer Totally and Permanently Disabled;
- B. Your Normal Retirement Date; or
- C. Your death.

NOTE: You will not cease to be deemed Permanently and Totally Disabled solely because you engage in gainful employment for purposes of rehabilitation as approved by the Trustees.

If you are receiving a Disability Benefit on your Normal Retirement Date you shall be eligible to elect a Normal Retirement Benefit based on your Years of Credited Service and the Pension Plan in effect as of the date you became Totally and Permanently Disabled in any form of benefit provided by the Pension Plan. You may not receive both a Disability Benefit and a Normal Retirement Benefit at the same time.

If you cease to be Totally and Permanently Disabled before your Normal Retirement Date and promptly return to Covered Employment with a contributing Employer, you will not be considered to have incurred a Break in Service, but you will not have accrued Credited Service during your period of disability.

If you cease to be Totally and Permanently Disabled before your Normal Retirement Date and do not promptly return to Covered Employment with a contributing Employer, you will be considered to have incurred a Break in Service as of the date you became Totally and Permanently Disabled.

ARTICLE VIII. PRE-RETIREMENT DEATH BENEFITS

Section 8.01 Pre-Retirement Death Benefit for Married Participants.

NOTE: In order for your Spouse to be a "Surviving Spouse" for purposes of the Pre-Retirement Death Benefit, you and your Spouse must have been married throughout the one (1) year preceding your death. If your Spouse has not been married to you during the one (1) year preceding your death, your Spouse is not eligible for a Pre-Retirement Death Benefit.

- A. Pre-Retirement Death on or Before Age 60.** If you die on or before reaching age sixty (60), your Surviving Spouse will receive a Pre-Retirement Death Benefit equal to the same benefit that would have been payable if you had:
- (i) Separated from service on the date of your death;
 - (ii) Survived to age sixty (60);
 - (iii) Elected an Early Retirement Pension in the Automatic Joint and Survivor Annuity form of benefit (see Section 3.03.B on page 9); and
 - (iv) Died on the day after reaching age sixty (60).
- B. Pre-Retirement Death after Age 60.** If you die after reaching age sixty (60) but before your retirement, your Surviving Spouse will receive a Pre-Retirement Death Benefit equal to the same benefit that would have been payable to you had you retired on the day before your death and elected an Early Retirement Pension in the Automatic Joint and Survivor Annuity form of benefit (see Section 3.03.B on page 9).
- C. Lump-Sum Pre-Retirement Death Benefit.** If your Surviving Spouse becomes eligible for a Pre-Retirement Death Benefit under Section 8.01.A. or B above and the present value of your Surviving Spouse's monthly benefit is \$5,000 or less, then:
- (i) If the present value of your Surviving Spouse's monthly benefit is \$1,000 or less, the Pension Plan will distribute an immediate lump-sum payment to your Surviving Spouse in lieu of all future benefits under the Pension Plan; or
 - (ii) If the present value of your Surviving Spouses monthly benefit exceeds \$1,000 but is not greater than \$5,000, on the written request of your Surviving Spouse, the Pension Plan will distribute a lump-sum payment to your Surviving Spouse in lieu of all future benefits under the Pension Plan.

If your surviving Spouse receives a lump sum distribution of a Pre-Retirement Death Benefit, he or she may choose to have the distribution paid by the Pension Plan in a direct rollover to another qualified pension plan or to an Individual Retirement Account (IRA).

Section 8.02 Pre-Retirement Death Benefits Payable to Surviving Dependent Children If You Do Not Have a Surviving Spouse.

If you die after you have become eligible for an Early Retirement Pension (see Section 5.01, on page 11), and you have no Surviving Spouse, then a Pre-Retirement Death Benefit will be payable to your surviving Dependent Children (if any) equal to the same benefit that would have been payable if you had:

- A.** Had an assumed Spouse your own age;
- B.** Separated from service and retired the day before your death on an Automatic Surviving Spouse Annuity form with your assumed Spouse; and
- C.** Died on your date of death.

The Pre-Retirement Death Benefit will be divided equally among your surviving Dependent Children and paid until the date your last surviving Dependent Child ceases to qualify as a Dependent Child.

A **Dependent Child** is defined as a child born to you or legally adopted by you, or your step-child living with you in a normal parent-child relationship. Such child must be unmarried, primarily dependent upon you for support, and under nineteen (19) years of age, or if a student, under twenty-three (23) years of age. No child shall be deemed to be born to you unless your name is on the birth certificate or paternity has been adjudicated during your lifetime.

Section 8.03 Deadline for Starting Death Benefit Payments.

Federal law requires that death benefits be paid (or start to be paid) within certain time limits after your death, depending upon different factors such as who the Beneficiaries are. These rules are complicated and Surviving Spouses and Beneficiaries who may be entitled to benefits should consult with qualified tax advisors.

It is the obligation of each Surviving Spouse and any Beneficiary to make a timely application for benefits that meets the time limits described in the Pension Plan, and such other time limits as are permitted by regulations of the Internal Revenue Service. Failure to make a timely application may result in substantial Federal Income Tax penalties.

Section 8.04 Possible Payment to an Alternate Payee Under QDRO.

Another person (e.g., a divorced former Spouse) may have a protected interest in your benefit pursuant to a Qualified Domestic Relations Order (QDRO) issued by a court. A payment under a QDRO can reduce or eliminate the amount available for death benefits to a current Spouse or other designated Beneficiary.

Section 8.05 Only One Death Benefit Is Payable.

Only one form of death benefit is payable, and no death benefit is payable if any other form of benefit is payable. For example: If a person has retired at Normal Retirement or Early Retirement, or taken a Disability Retirement, no Pre-Retirement Death Benefit is payable on such person's death.

Section 8.06 Limited Post-Retirement Death Benefits.

If you are receiving Early, Normal, or Late Retirement benefits in the Basic Form (Three Years Certain and Life Annuity) (see Section 3.03.A, starting on page 8) and:

- A.** you die within the three (3) year period commencing on your Early, Normal, or Late Retirement Date and you have no Spouse but you do have Dependent Children; or
- B.** Both you and your Surviving Spouse die within such three (3) year period,

100% of your monthly Early, Normal, or Late Retirement benefits will be divided equally among your Dependent Children, if any, and will be paid until the earlier of the date that the last of the Dependent Children dies or otherwise ceases to qualify as a Dependent Child or the three (3) year period ends.

If you do not have a Surviving Spouse or Dependent Children, the remaining payments for the three (3) year period will be paid to your designated Beneficiary who has been designated on a form provided by the Trustees, signed by you and on file with the Fund Office at the time of the your death; such Beneficiary may be one or more persons or your Estate. If more than one person is named, the benefit will be paid in equal parts to them. If no Beneficiary is designated, or if no designated Beneficiary survives you, unless the Beneficiary card provides otherwise, the remaining payments shall be paid to the first of the following classes in which a class member survives you:

- Class 1 – your Spouse;
- Class 2 – your descendants per stirpes (in equal parts);
- Class 3 – your parents (in equal parts);
- Class 4 – your Estate.

ARTICLE IX. HOW BENEFITS MAY BE LOST, REDUCED OR CHANGED

Under certain conditions your benefits may be denied, reduced or suspended. These conditions are as follows:

Section 9.01 How May Benefits Be Lost or Reduced?

- A.** If you have five (5) consecutive one-year Breaks in Service before you became 100% vested, you are entitled to no benefits (see Section 1.08, on page 3).
- B.** Should you work less than 1,800 Hours of Service in any year, you will receive a fractional Year of Credited Service for that year and your Accrued Benefit will be smaller (see Section 2.02, on page 4).
- C.** Your years of Vesting and Credited Service may be affected by a Break in Service (see Section, 1.08, on page 3).
- D.** If you were entitled to a waiver of the Break in Service rules due to paternity/maternity leave or FMLA leave but failed to apply to the Fund Office for the waiver within the time required by the Pension Plan, you may have incurred a Break in Service (see Section 1.07, on page 2).
- E.** If you entered U.S. military service and failed to return to Covered Employment within the time frames required by USERRA, you may have lost credit for Vesting and benefit purposes (see Section 1.07, on page 2).
- F.** If you are receiving Early Retirement Benefits, your Pension benefit payments may be suspended or reduced if you are re-employed under certain circumstances. They will be resumed after you again retire (see Section 9.03, on page 18).
- G.** Your Disability Pension will terminate on the date the Trustees determine that you that you have recovered and are no longer Totally and Permanently Disabled (see Section 7.03, on page 13).

- H. If you cease to be Totally and Permanently Disabled before your Normal Retirement Date and do not promptly return to Covered Employment with a contributing Employer, you will be considered to have incurred a Break in Service as of the date you became Totally and Permanently Disabled (see Section 7.03, on page 13).
- I. If the Pension Plan is amended so as to change the benefits or any of the terms or conditions under which benefits are paid, benefits may be reduced or otherwise changed (see Section 9.05, on page 18).
- J. If the Pension Plan is terminated, whether by action by action of the Trustees, the Union and the Association (or Employers), or by requirements of any law, benefits may be reduced or otherwise changed, or benefits may be reduced if the assets of the Pension Plan are insufficient to pay all benefits (see Section 9.05, on page 18).
- K. If your Spouse has not been married to you during the entire year before your death or is not the same Spouse you were married to when you retired, that Spouse is not eligible to receive payments under the Automatic Joint and Survivor Annuity or the Pre-Retirement Death Benefit for Married Participants (see Section 3.02.B, on page 6), and Section 8.01, on page 13).
- L. A payment under a Qualified Domestic Relations Order (QDRO) can reduce or eliminate benefits payable to you or a subsequent Spouse or Beneficiary (see Section 9.08, on page 19).
- M. If you or your Beneficiaries fail to keep a current address on file with the Fund Office, you may fail to receive information vital to your benefit rights, such as information concerning Pension Plan changes, the status of your benefit payments, changes in procedures and other matters.
- N. If you or your Beneficiaries fail to make an application for benefits, the benefits will not be paid (see Section 9.02 below).

Section 9.02 Forfeiture of Unclaimed Benefits.

If you are “lost,” then your benefit will be forfeited, and no benefit will be payable. You will be considered as lost if:

- A. You are eligible to apply for a benefit;
- B. For a period of three years thereafter you have not filed an application for benefits or otherwise communicated in writing with the Fund Office;
- C. Thereafter, the Pension Plan has addressed a letter, certified mail, return receipt requested to your last known address according to records of the Pension Plan notifying you that your account will be forfeited one year thereafter; and,
- D. You fail to communicate in writing with the Fund Office within that year furnishing a current mailing address.

A benefit payable upon your death to a Beneficiary may be forfeited, under a similar procedure, if the Beneficiary fails to claim the benefit within a year after your death.

If your benefit has been forfeited and you later file an application for benefits, the benefit shall be restored in the amount that was forfeited. Restoration will also be provided in a similar manner to a Beneficiary to whom a forfeiture has been applied.

Section 9.03 Re-Employment after Early Retirement.

If you are re-employed after beginning to receive an Early Retirement Pension and you perform as much as forty (40) hours or more per month in the same type of work covered by the Pension Plan or supervising employees performing this type of work, your Early Retirement Pension benefits will be suspended. You must promptly notify the Trustees in writing when you are planning to return to employment. When you stop performing work covered by the Pension Plan, you should immediately notify the Fund Office in writing. Benefits will resume the month after the Fund Office receives your notice. When your benefits resume, the benefits may be increased to reflect changes applicable to retirees in your status.

Section 9.04 Employment After Attaining Normal Retirement Age Is Permitted.

If you have reached Normal Retirement Age (the later of attaining age sixty-five (65) or your fifth (5th) anniversary date of participation in the Pension Plan), you may continue to work and elect to receive Normal Retirement Benefits. Effective January 1, 2008, on an annual basis, your benefit will be adjusted to take into account additional Years of Credited Service earned after the date that your Normal Retirement Benefit commenced or was last adjusted. Before January 1, 2008, the Pension Plan offset benefits earned after a Participant's Normal Retirement Benefits commenced by benefits that were distributed to the Participant while he continued to work.

Section 9.05 The Pension Plan May Be Changed or Terminated.

It is expected that the Pension Plan will continue indefinitely. However, the Trustees may amend the Pension Plan and the Union and the Association may amend the Trust Agreement at any time. Such amendments may be retroactive to the extent permitted by law. Such amendments may reduce benefits or impose additional conditions or requirements for benefits, but no change may reduce a Participant's interest in the Pension Plan which is vested and non-forfeitable except to the extent provided in the Internal Revenue Code, ERISA or any other law. The Pension Plan may be terminated by the Union and the Association or by the withdrawal of all Employers participating in the Pension Plan in which event the benefits would be payable only to the extent that the Pension Plan has assets to pay them or to the extent that the benefits are protected through the insurance program provided by the Pension Benefit Guaranty Corporation.

Benefits are based on actuarial estimates as to the funds that will be available from Employer Contributions, investment income, expenses, ages of Participants, expected forfeitures and other factors. In the event that the assets of the Fund should become insufficient, in the judgment of the Trustees, they may reduce benefits to the extent permitted by law.

Upon termination of the Pension Plan, applying legal rules that are based upon a comparison of Pension Plan assets and Pension Plan obligations, the Trustees may be required to reduce benefit levels to non-forfeitable benefits or reduce benefits further to the benefit levels guaranteed by the Pension Benefit Guaranty Corporation (PBGC).

Section 9.06 Are Pension Benefits Protected By Any Governmental Agency?

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 (\$429 per year) times a Participant's years of credited service. For example, the maximum annual guarantee for a Participant with 30 years of service would be \$12,870 (\$429 x 30).

The PBGC guarantee generally covers: (1) Normal and Early Retirement benefits; (2) a Disability Pension if you become disabled before the Pension 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 Pension Plan provisions that have been in place for fewer than 5 years at the earlier of: (i) The date the Pension Plan terminates or (ii) the time the Pension 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 Pension 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 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

Section 9.07 Can Creditors Receive Payments from the Pension Plan?

No Participant or Beneficiary has the right to assign, transfer, sell, pledge or in any way dispose of any rights to benefits which he may have from this Pension Plan. Creditors may not attach or levy on the interest of a Participant or Beneficiary in this Pension Plan. However, this Pension Plan will recognize QDROs (as defined in ERISA and the Code) and Federal tax levies that apply to the interest of a Participant in this Pension Plan.

Section 9.08 Qualified Domestic Relations Orders (QDROs).

If you become divorced or legally separated from your Spouse, benefits which you have earned may be assigned to your former Spouse or your dependents. Such assignments may only be done pursuant to an order, entered by a state court of competent jurisdiction, which is found by the Plan Administrator to be a Qualified Domestic Relations Order (QDRO). The Plan Administrator has established procedures for handling such orders and payments under them.

The Plan Administrator will furnish a description of these Pension Plan procedures, without charge, upon request.

ARTICLE X. PAYMENT OF BENEFITS

Section 10.01 How to File a Claim for Benefits.

Telephone or write the Fund Office at the address shown on the Plan Summary page in the front of this SPD to request an application form at least one month before the first month for which the pension will be payable. The appropriate forms and other information will be promptly mailed. Alternatively, a claimant can request an appointment with a Plan representative to discuss the application at the Fund Office.

Benefits are not payable for periods before the date that an application is filed at the Fund Office.

All application forms requested by the Fund Office should be carefully completed, and any requested documents should be provided with the application. For example:

- A. A birth certificate will be requested from the Participant and Spouse.
- B. Divorced Participants will be asked to provide a copy of their divorce decree and property settlement.
- C. If the claim is for death benefits, a death certificate will be required.
- D. For a married Participant or a Surviving Spouse, a marriage certificate will ordinarily be required.
- E. For Disability Pension claims, a copy of any determination by the Social Security Administration that you are entitled to Social Security disability benefits may be requested.

Section 10.02 Non-Disability Pension Claims Processing.

If you file a claim which is denied, the Trustees will notify you in writing within ninety (90) days. Among other things, the written notice of denial will explain the specific reason for the denial, specify the Pension Plan provisions on which the denial is based, provide a description of any additional information needed to perfect the claim and an explanation of why such information is necessary, and explain the steps to be taken if you want to have the denial reviewed. Except in the case of Disability Pension claims, no decision will be deferred more than an additional ninety (90) days.

Section 10.03 Review of Non-Disability Pension Claims Denial (Appeals Procedure).

If your claim has been denied, you may request a review of the denial. In addition, any interested person objecting to an action or failure to act of the Pension Plan (its agents, Trustees, or Employees) or for any other matter whatsoever must file an appeal in writing. All of these persons will be considered as a claimant under this Appeal Procedure. The rights of an appealing party may be exercised by a representative who has been authorized by the appealing party to act on his behalf.

The appeal must be filed not later than ninety (90) days after you receive written notice of denial of your claim; or, if the appeal relates to some other action, or failure to act, within ninety (90) days from the date of such act or failure to act. Use of this appeal procedure is mandatory.

The person appealing (you, your Beneficiary, or authorized representative) has the right to review all pertinent documents relating to the claim and may submit additional materials in support of the claim. The Trustees may hold a hearing on your appeal, either at your request or theirs. You will be given at least ten (10) days' notice of such a hearing. If no hearing is to be held, a decision will be made within sixty (60) days after the filing of an appeal. If special circumstances require additional time, or if a hearing is to be held, there will be a decision within one-hundred and twenty (120) days after the filing of the appeal. If a decision will require more than sixty (60) days, the party appealing will be so notified in writing, with a statement as to the reasons for additional time.

A written decision will be prepared deciding the appeal which will include findings of fact and conclusions. If the Trustees have designated a party or parties to decide the issues, the Board of Trustees may review (and may change) the decision. The decision will be mailed to the party appealing, by certified mail. If the decision is adverse, it will include: specific reason or reasons for the adverse determination; reference to the specific Pension Plan provisions on which a benefit determination is based; a statement that you are entitled to receive upon request and free of charge reasonable access to and copies of all documents, records and other information relevant to the claim for benefits; and a statement of your right to bring a court action under Section 502(a) of ERISA.

NOTE: You may not file legal action against the Trustees or against the Pension Plan to recover benefits until all the Pension Plan's Appeal Procedures have been followed and exhausted.

Section 10.04 Disability Pension Claims Processing and Appeals.

- A. Claims.** If you make a claim for a Disability Pension, your claim will be resolved as soon as possible but no later than forty-five (45) calendar days of receipt of the initial claim. If the initial claim does not contain all the necessary information or if for other reasons beyond the control of the Pension Plan the claim cannot be resolved within that forty-five (45) day period, then the Pension Plan can extend the time period for an additional thirty (30) days. The Pension Plan may extend the time to resolve your claim for only two (2) additional thirty (30) day periods.

If the Pension Plan needs to extend the time period to resolve your claim you (or your authorized representative) will receive a notice of the extension explaining the standards for entitlement to the benefit, why an extension is needed (what issues are unresolved), and what additional information is needed. If additional information is needed you will have at least forty-five (45) days to supply the information. The period of time to make a determination (the original time and the up to two (2) additional periods), however, may be tolled if the Pension Plan requests additional information from you. In addition to asking for additional information, the Pension Plan may have you examined in connection with your claim for a Disability Pension.

If your claim is denied in whole or in part, you (or your authorized representative) will be notified in writing, in a culturally and linguistically appropriate manner (as described in 29

C.F.R. § 2560.503-1(o)) that is calculated to be understood by you. The written denial will include

- (i) The specific reason(s) for the denial;
- (ii) A reference to the applicable section of the Plan on which the denial is based;
- (iii) An explanation of the basis for disagreeing with or not following:
 - (a) The views presented by you or the health care professionals treating you and the vocational professionals who evaluated you;
 - (b) The views of any medical or vocational experts whose advice was obtained on behalf of the Pension Plan in connection with your claim, without regard to whether the advice was relied upon in making the adverse determination; or
 - (c) Any disability determination made by the Social Security Administration;
- (iv) The specific internal rules, guidelines, protocols, standards or other similar criteria of the Pension Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Pension Plan do not exist;
- (v) A description of any additional information necessary to perfect the claim and an explanation of why it is needed; and
- (vi) An explanation of the steps to be taken to appeal the claim denial, including the right to bring a civil action under ERISA following an adverse determination on review.

B. Appeals. If your claim for a Disability Pension is denied in whole or in part (if your claim is granted for less benefits than requested) then you (or your authorized representative) have one-hundred and eighty (180) days to file an appeal of that adverse determination. In preparing your appeal, you may request copies of all information relied on by the Pension Plan in making the adverse determination including any internal rule, guideline, protocol or other criteria. There is no charge to you for these copies. You may also supply additional medical or other information in support of your claim. You may request a personal appearance on the appeal, which request may or may not be granted by the Trustees.

Your appeal should be filed, in writing, with the Fund Office. Use of this appeal procedure is mandatory. Your appeal will be reviewed by the Trustees, (or an authorized committee or representative of the Trustees), who are fiduciaries of the Pension Plan and not the persons who made the original determination on your claim or subordinates of those persons.

If the adverse determination on your claim was based in whole or in part on a medical judgment, then the Trustees shall consult with an appropriately trained health care professional with experience in the relevant field of medicine who was not consulted in making the initial determination on your claim. Any decisions regarding the hiring,

compensation, termination, promotion, or other similar matters with respect to any individual involved in any decision made pursuant to this appeals procedure may not be made based upon the likelihood that the individual will support the denial of benefits.

The Trustees (or Committee or representative) will review all information related to your claim including everything you submit whether or not that information was considered in the original determination. If, in considering an appeal, the Trustees become aware of any new or additional evidence that was considered, relied upon, or generated by the Pension Plan in making the adverse determination or any new or additional rationale for making the adverse determination, copies of such new or additional evidence or rationale will be provided to you (or your authorized representative) as soon as possible. You will then have forty-five (45) days after receiving such new or additional evidence or rationale to submit a written response to the Trustees.

The Trustees (or Committee or representative) will issue a decision in writing, in a culturally and linguistically appropriate manner (as described in 29 C.F.R. § 2560.503-1(o)) that is calculated to be understood by you (or your authorized representative), within 45 calendar days after receipt of the written statement constituting the appeal. If the Trustees need additional information you will have at least forty-five (45) days to provide that information. In addition, if special circumstances require an extension of time for processing the appeal, then the Pension Plan will notify you of the reason for the extension within the initial forty-five (45) day period. This extension can be for no more than forty-five (45) days. The period of time to make a determination (the original time and any extension), however, may be tolled if the Trustees request additional information.

A written decision will be mailed to you (or your authorized representative). If the decision is adverse, it will include:

- (i)** The specific reason or reasons for the adverse determination;
- (ii)** A reference to the specific Pension Plan provisions on which the adverse benefit determination is based;
- (iii)** An explanation of the basis for disagreeing with or not following:
 - (a)** The views presented by you or the health care professionals treating you and the vocational professionals who evaluated you;
 - (b)** The views of any medical or vocational experts whose advice was obtained on behalf of the Pension Plan in connection with your claim, without regard to whether the advice was relied upon in making the adverse determination; or
 - (c)** Any disability determination made by the Social Security Administration;
- (iv)** The specific internal rules, guidelines, protocols, standards or other similar criteria of the Pension Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Pension Plan do not exist;

- (v) A statement that you are entitled to receive upon request and free of charge reasonable access to and copies of all documents, records and other information relevant to the claim for benefits; and
- (vi) A statement of your right to bring a court action under Section 502(a) of ERISA.

NOTE: You may not file legal action against the Trustees or against the Pension Plan to recover benefits until all the Pension Plan's Appeal Procedures have been followed and exhausted.

Section 10.05 Benefits Due to a Minor or Incompetent Person.

If you (or your Beneficiary) are legally incapable of receiving your benefit, the Pension Plan can pay the benefit to a legal guardian. If a guardian has not been appointed, the benefit can be paid to a Spouse, child, or other person or institution the Trustees believe is responsible for care. Payments so made shall be a complete discharge of the Trustees' obligation and the Trustees shall not be liable for the application of the money so paid.

Section 10.06 Restrictions on Lawsuits.

If any appeal, including appeals of claims for a Disability Pension, is denied you have a right to bring a civil action under Section 502(a) of ERISA. **Use of the Pension Plan's Appeal Procedures is mandatory.** No court action may be brought against the Trustees or against the Pension Plan by any party until the Pension Plan's Appeal Procedures have been exhausted. Any action by any Participant, Beneficiary, Alternate Payee, Employer or other third-party relating to or arising under the Pension Plan shall be brought only in the venue where the Pension Plan is administered which is the United States District Court for the Eastern District of Missouri.

Furthermore, in any court action or administrative proceedings, the decisions of the Trustees will receive judicial deference to the extent that such decisions do not constitute an abuse of discretion. Specifically, the decisions of the Trustees as to the granting or denial of benefits and the construing of terms of the Trust Agreement, the Pension Plan Document, the Summary Plan Description, and other Pension Plan documents shall be reviewed under the "arbitrary and capricious" standard of judicial review by a reviewing court as enunciated by the United States Supreme Court in *Firestone and Rubber Company, et al. v. Richard Bruch*.

ARTICLE XI. GENERAL INFORMATION

Section 11.01 Name of Plan

Contract Cleaners Service Employees' Pension Plan.

Section 11.02 Plan Sponsor and Administrator.

The Plan Administrator and Plan Sponsor maintaining the Pension Plan are the Board of Trustees of the Contract Cleaners Service Employees' Pension Plan. The current Trustees are:

Ms. Nancy E. Cross
SEIU Local 1
2725 Clifton Avenue
St. Louis, Missouri 63139

Mr. Ricardo Moreno
Clean-Tech Company
211 South Jefferson
St. Louis, Missouri 63103

Mr. Michael E. Murphy
SEIU Local 1
2725 Clifton Avenue
St. Louis, Missouri 63139

Mr. Steve Crain
4M Building Solutions
2827 Clark Avenue
St. Louis, Missouri 63103

Section 11.03 Service of Legal Process.

The Administrative Manager is an agent for service of legal process. In addition, any or all Trustees can be served at the Fund Office.

Section 11.04 Plan Numbers.

The IRS Identification Number is EIN 43-1927832. The Plan Number is 001.

Section 11.05 Type of Plan.

You are covered under a multiemployer defined benefit pension plan. This means that a fixed benefit is established for you and collectively bargained contributions are made to provide this benefit at retirement.

Section 11.06 Type of Administration.

The Pension Plan is administered by the Board of Trustees. The day-to-day business of the Pension Plan has been delegated by the Board of Trustees to the Administrative Manager who supervises Fund Office employees. The Fund Office is located at the address shown on the Introduction page in the front of this booklet.

Section 11.07 Plan Fiscal Year.

The period of financial accounting and recordkeeping for the Pension Plan is on a Calendar Year basis from January 1 to December 31.

Section 11.08 Sources of Contributions.

Benefits are maintained pursuant to Collective Bargaining Agreements or other agreements between Service Employees' International Union Local 1, affiliated with Service Employees' International Union, AFL-CIO ("Union") or the Trustees, and various Employers. The most significant Employer group is the Contract Cleaners' Association of St. Louis ("Association"). The Fund Office will provide you, upon written request, information as to whether a particular Employer is contributing to this Pension Plan. Copies of the Collective Bargaining Agreements or other agreements requiring contributions to the Pension Plan are available for examination at the Fund Office and will be provided upon written request.

Section 11.09 Cost of Pension Plan.

Your Employer pays the full cost of providing your Pension benefits under the Pension Plan. Employer contributions, paid pursuant to Collective Bargaining Agreements or other agreements with the Union and/or the Trustees, are the only source of contributions for funding the Pension Plan, except for contributions the Union makes for certain of its own employees. Contributions are paid to the Pension Plan. All of the assets of the Pension Plan, including Employer contributions, stocks, bonds, and other securities purchased by the Trustees, and all investment income are held in trust.

The assets of the Pension Plan may be used only for payment of benefits to Participants and their Beneficiaries, except for payment of reasonable expenses of operation of the Pension Plan.

Benefits are paid directly from the Pension Plan to eligible Participants or Beneficiaries, as such payments under the terms of the Pension Plan and as are approved by the Trustees.

Section 11.10 Limitation of Authority.

No agent, representative officer, employee or other person from the Union or the Association, nor any Employer, and no individual Trustee has authority to speak on behalf of this Pension Plan. If you have any questions, persons in the Fund Office will try to assist you by referring to this SPD or other Pension Plan Documents. None of these persons, or anyone else, has authority to authorize anything contrary to the Pension Plan Documents.

If you have any questions pertaining to this Pension Plan, the Trustees will try to assist you by referring you to the pertinent provisions in this booklet or in other Pension Plan Documents.

Neither the Trustees nor anyone else has authority to act contrary to the Pension Plan Documents. Matters that are not clear and which require interpretation should be referred to the Board of Trustees at the address shown on the Introduction page in the front of this booklet.

Section 11.11 Trustees' Authority to Interpret the Pension Plan, Claims and Appeals.

The Trustees have the discretionary authority to rule on all benefit claims and appeals and other issues related to the Pension Plan including the interpretation of Pension Plan Documents and the resolution of issues of fact, and their decisions shall be final and binding. In the application and interpretation of this Summary Plan Description, the Pension Plan, the Trust Agreement, and forms and regulations, the decisions of the Board of Trustees shall be final and binding on all parties - including but not limited to Employees, Employers and the Union, Participants, retirees and Beneficiaries.

Section 11.12 Obligation to Furnish Information.

Participants, Beneficiaries and the Employers are required to furnish the Trustees with such information as will aid the Trustees in the administration of the Pension Plan and Trust, including but not limited to all pertinent data on Employees for purposes of determining their status under the Pension Plan. Employers are required to file monthly reports with the Trustees regarding Employees for whom contributions are made to the Fund on forms provided by the Trustees and to permit the inspection of their records by the Trustees.

Section 11.13 Statement of ERISA Rights.

As a Participant in the Contract Cleaners Service Employees' Pension Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Pension 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 Pension Plan, including insurance contracts and Collective Bargaining Agreement s, and a copy of the latest annual report (Form 5500 Series) filed by the Pension Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Pension 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 Pension Plan's 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 65) and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Pension 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 Pension Plan must provide the statement free of charge.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for Pension Plan Participants ERISA imposes duties upon the people who are responsible for the operation of the Pension Plan. The people who operate your plan, called "fiduciaries" of the Pension Plan, have a duty to do so prudently and in the interest of you and other Pension 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 Plan 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 Pension Plan documents or the latest annual report from the Pension 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 Pension Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Pension Plan fiduciaries misuse the Pension 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 Pension Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest

office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Section 11.14 Gender.

Whenever a personal pronoun is used in the masculine gender (he, him, or his), it should be deemed to include the feminine (she, her or hers) also and vice-versa, unless the context clearly indicates the contrary.

Section 11.15 Importance of Contact with Plan Office.

It is the current practice of the Pension Plan to mail a statement of account to each Participant annually. If you don't receive it, check to make sure the Fund Office has your current address. If the Pension Plan does not have a correct address, Participants may fail to receive important information about the Pension Plan and their rights.

Section 11.16 Rights of Military Personnel.

Participants who enter military service while employed under an agreement requiring contributions to this Pension Plan have rights to re-employment under the Uniformed Services Re-Employment Rights Act (USERRA). A Participant who timely exercises that re-employment right will be entitled to benefits from this Pension Plan for such military service to the extent authorized by USERRA.

Effective with deaths occurring on or after January 1, 2007, in accordance with the Heroes Earnings Assistance and Relief Tax (HEART) Act of 2008, if you die while performing USERRA qualified military service the Pension Plan will treat you as having died during Covered Employment.

This booklet is intended as a summary of the Pension Plan.

Should there be any differences between this Summary Plan Description and the Pension Plan Document, the provisions of the Pension Plan Document shall apply.

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