SMART LOCAL NO. 265

2019 EDITION

Pension Plan

Summary Plan Description

SMART

Local No. 265

SMART Local No. 265 Pension Plan

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TO ALL PARTICIPANTS:

Financial security for retirement is important to all of us. Helping you build a financially secure retirement is an ongoing concern of the Board of Trustees of the SMART Local No. 265 Pension Plan (Pension Plan or Plan). The Trustees, an equal number of representatives from both union and employer groups who participate in the Pension Plan, are pleased to provide you with this description of your retirement benefits under the Pension Plan.

Because your pension benefits are a significant part of your retirement income, we believe it is important that you and your family understand the Plan's benefits. This booklet highlights the most important features of the Plan as of July 1, 2019, and is designed to show you how the Pension Plan fits into the different stages of your life. It begins with your eligibility to participate, describes how you earn credited and vesting service, when you become eligible to receive a pension, how your pension benefit is calculated, payment options for receiving your benefit, and how to apply for Plan benefits.

Please read this booklet and share it with your family; keep it in a safe place for future reference. Knowing how your retirement benefits accumulate and what your responsibilities are can help you make plans for your future.

The Trustees will notify you, in writing, of any changes in Plan benefits or procedures. If you have any questions, please contact the Fund Office at (630) 668-7260.

Sincerely,
Board of Trustees

This booklet contains only highlights of certain features of the SMART Local No. 265 Pension Plan. Nothing in this Summary Plan Description (SPD) is meant to interpret or change in any way the provisions expressed in the Plan Document. Only the full Board of Trustees is authorized to interpret the Plan described in this booklet. No employer, union, or any representative of any employer or union, in such capacity, is authorized to interpret this Plan nor can any such person act as agent of the Trustees. The Trustees reserve the right to amend, modify, or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant. If the Plan is amended or modified, you will receive written notice of the change. This SPD booklet replaces and supersedes the prior SPD.

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BENEFITS AT A GLANCE

You pay nothing toward your pension benefit. Contributing employers pay the full cost of the Pension Plan.

Your Pension Plan benefits are a significant part of your retirement income. The amount of your pension benefit is based on the number of years you work for employers who are required to contribute to the Plan on your behalf. Generally, the longer you work for contributing employers, the greater your pension. The Pension Plan offers:

- Pensions at various retirement ages;
- Different payment options;
- Disability benefits; and
- Survivor benefits.

BECOMING A PARTICIPANT

Generally, you become a Plan participant on the first July 1 or January 1 following a Plan year (July 1 – June 30) during which you have 500 Hours Worked.

CREDITED SERVICE

Credited service determines the amount of your pension benefit.

You earn credited service for your hours of work in Covered Service for which contributions to the Fund are required to be made. In general, you earn at least a full year of credited service if you work 1,400 or more hours during a Plan year.

VESTING SERVICE

* See pages 16 – 20 for information on your earliest eligible Normal or Early Retirement Age.

You earn a right to a pension once you are vested in the Plan. Generally, you become vested when you have five years of vesting service.

Generally, you earn one year of vesting service for each Plan year in which you have at least 500 Hours Worked.

RECEIVING A PENSION

You may be eligible for **Normal Retirement Benefits** as early as age 62 if you completely retire from employment with at least five years of participation in the Plan*.

You may be eligible for unreduced **Early Retirement Benefits** as early as age 60 if you completely retire from employment with at least five years of participation in the Plan*.

You may be eligible for reduced **Early Retirement Benefits** as early as age 55 if you completely retire from employment with at least five years of participation in the Plan*. If you are eligible for and elect reduced Early Retirement Benefits, the amount of your monthly benefit will be adjusted for the additional years you may spend in retirement.

You are eligible for **Deferred Vested Benefits** if you have at least five years of vesting service and are no longer employed by any employer within the jurisdiction of the Fund.

Payment of Deferred Vested Benefits generally begins at your earliest eligible Normal Early Retirement Age if you apply for Early Retirement Benefits.

If you become **Totally and Permanently Disabled**, you are eligible for Total and Permanent Disability Benefits if you meet the Plan's definition of Total and Permanent Disability and have at least five years of vesting service; one year of service must be credited within the immediate two Plan years preceding the date of your Total and Permanent Disability.

PAYMENT OPTIONS

If you are **married**, the following forms of payment are available:

- Joint and 50% Survivor Benefit*;
- Joint and 75% Survivor Benefit;
- Joint and 100% Survivor Benefit; or
- Single Life Annuity with 60 Certain Payments.

If you elect to receive your payment in a form other than the Joint and 50% Survivor Benefit, your spouse must consent in writing to your election.

If you are **not married**, you will generally receive your benefit as a Single Life Annuity with 60 Certain Payments.

The Level Income Option, which provides almost equal payments over your lifetime, is available in addition to the above.

If the total value of your benefit is $5,000 or less, you will receive your benefit as a Lump Sum Distribution. However, if the value is at least $1,000, but less than $5,000, the benefit will be paid following your consent to the distribution.

SURVIVOR BENEFITS BEFORE RETIREMENT

If you are vested and die *before you retire*, your spouse or beneficiary may be eligible to elect one of the following forms of survivor benefits:

- 50% Survivor Benefit (spouse only);
- 60 Certain Payments; or
- Lump Sum Death Benefit.

If the total value of your benefit is $5,000 or less, your spouse or beneficiary will receive his or her benefit as a Lump Sum Distribution. However, if the value is at least $1,000, but less than $5,000, the benefit will be paid following your spouse's or beneficiary's consent to the distribution.

SURVIVOR BENEFITS AFTER RETIREMENT

If you die *after benefits begin*, whatever form of payment that was in effect at the time of your death will continue to your spouse or beneficiary. If you were receiving a Single Life Annuity with 60 Certain Payments, your designated beneficiary will receive the remaining balance of payments, if less than 60 monthly payments have been made;

- Joint and 50% Survivor Benefit, your surviving spouse will receive 50% of the amount you had been receiving for the balance of his or her lifetime;
- Joint and 75% Survivor Benefit, your surviving spouse will receive 75% of the amount you had been receiving for the balance of his or her lifetime; or
- Joint and 100% Survivor Benefit, your surviving spouse will receive 100% of the amount you had been receiving for the balance of his or her lifetime.

BEGINNING WORK

You become a Plan participant on the first July 1 or January 1 following a Plan year (July 1 – June 30) during which you have 500 Hours Worked within the Computation Period for Eligibility to Participate.

Computation Period for Eligibility to Participate is the period from the first day of your first payroll period (as long as the payroll period is no more than 31 days) to the anniversary of the last day of that payroll period.

HOW YOUR SERVICE COUNTS

Credited Service

Generally, your credited service determines the amount of your pension.

For the Plan year beginning July 1, 2018, you will earn credited service based on the better of the schedule below and the schedule beginning July 1, 1976 through June 30, 2019. Effective July 1, 2019, you will earn credited service based on the schedule below only.

Beginning July 1, 2018, you will receive credited service for your Hours Worked during a Plan year according to the following schedule:

Generally, you earn one year of credited service for each Plan year in which you work at least 1,400 hours.

Hours Worked	Credited Service
1,750 or more	1¼ years
1,400 to 1,749	1 year
1,050 to 1,399	¾ year
700 to 1,049	½ year
350 to 699	¼ year
Less than 350	0

Example: John worked 1,000 hours during the July 1, 2018 Plan year, which is ½ years of credited service under the July 1, 2018 schedule or ¾ year under the July 1, 1976 schedule. For the Plan year beginning July 1, 2018, the higher of the two credited service amounts will be used. In John's case that's ¾ year of credited service.

If John works 1,000 again in the July 1, 2019 Plan year, he will be credited with ½ year.

Beginning July 1, 1976 through June 30, 2019, you receive credited service for your Hours Worked during a Plan year according to the following schedule:

Hours Worked	Credited Service
1,300 or more	1 year
900 to 1,299	¾ year
500 to 899	½ year
Less than 500	0

From *July 1, 1962 to June 30, 1976,* you receive credited service for your hours worked during a Plan year according to the following schedule:

Hours Worked	Credited Service
1,700 or more	1 year
1,300 to 1,699	¾ year
900 to 1,299	½ year
500 to 899	¼ year
Less than 500	0

Before July 1, 1962, you receive credited service for your continuous union membership, measured to the nearest quarter of a year.

Hours Worked

Each hour for which you are paid or entitled to payment for the performance of duties for employers, including hours for back pay.

Vesting Service

Vesting service is used for participation purposes and determines your right to a pension benefit. To be eligible to receive a pension benefit, you must be vested. Generally, you become vested once you complete at least five years of vesting service. If you did not work on or after July 1, 1997, you become vested in accordance with the Plan provisions in effect when you last earned a year of vesting service. If you were not an active participant on or after July 1, 1997, contact the Fund Office for information about the vesting schedule.

Covered Service

Service with an employer(s) maintaining a Plan within a job classification or class of employees covered under the Plan for which compensation is paid (or entitled to be paid) according to the collective bargaining agreement.

To determine a year of vesting service, all Covered Service will be taken into account. Covered Service may include all Contiguous Non-Covered Service with a single employer, provided you or your employer notify the Fund Office of your hours worked in non-Covered Service within 90 days after the later of your date of participation in the Plan or the end of the Plan year.

Contiguous Non-Covered Service

Non-Covered Service with the same employer that immediately precedes or immediately follows Covered Service where there is no break in service.

Reciprocal Agreements

To help you avoid a loss of pension benefits due to working outside the geographic jurisdiction of the union, the Pension Fund has entered into money-follows-the-man reciprocal agreements with other funds. These reciprocal agreements allow you to transfer hours, either into this Plan or from this Plan into another plan. Contributions transferred into this Plan are recalculated as hours worked based on the Fund's current contribution rate and will be credited toward your credited and vesting service under this Plan. Hours transferred out of this Plan into another plan, are removed from the records of this Plan and will no longer be credited towards eligibility, vesting, and benefit accruals under this Plan.

A Reciprocal Agreement provides a pension benefit for you when you may not otherwise be eligible because your years of employment are divided between two or more plans.

The Local 265 Pension Fund is signatory to the SMART International Association (SMWIA) Reciprocal Pension Agreement. If you leave Covered Service under the Local 265 Pension Fund before becoming vested and have earned additional service with a SMWIA reciprocal fund, you should contact the Local 265 Pension Office for information regarding reciprocity.

GETTING MARRIED OR DIVORCED

The information below shows how your pension benefit is affected when you marry or divorce. It is important to remember that both of these events may affect benefits other than your pension benefit. Therefore, you should contact the Fund Office at (630) 668-7260 to learn how marriage and divorce affect your total benefits package. The Fund Office can also help you update your beneficiary information.

MARRIAGE

- Before Retirement:
  - A married participant has more ways in which to receive his or her pension than an unmarried participant.
  - If you die before beginning your pension benefit, your spouse may be eligible to receive a survivor benefit (see page 28).
- After Retirement:
  - Your pension benefit is not affected when you marry **after** you begin receiving a pension benefit. Once you begin a pension benefit, you cannot change the form of payment you are receiving.
  - Depending on the form of payment you elected before your pension payments started, your spouse may be eligible to receive a survivor benefit (see page 28).

Married

The Plan considers you married if you have been legally married (regardless of gender) for at least a one-year period before the effective date of your retirement or death.

DIVORCE

If you divorce (whether before or after retirement), your spouse may contact his or her attorney and file a *Qualified Domestic Relations Order (QDRO)*. Under the terms of a QDRO, certain payments could be required to be made from your benefits to pay alimony, child support, or marital property rights of your spouse, former spouse, child, or other dependent.

A QDRO may affect the amount of benefits you will receive or are receiving. If you have questions about QDROs or would like to receive a copy, free of charge, of the Plan's QDRO procedures, please contact the Fund Office.

Qualified Domestic Relations Order (QDRO)

A court order established in situations of divorce that requires payment from your benefits to your former spouse or dependent(s).

LEAVING WORK

Once you are vested in the Plan (generally, this means at least five years of vesting service), you have a nonforfeitable right to your Accrued Benefit based on years of credited service and employer contributions required to be made on your behalf. If you return to work in Covered Service after a break in service, you are eligible to participate in the Plan immediately.

If your employment is interrupted before you are vested, depending on whether it is a one-year break in service or a permanent break in service, you may lose any credited and vesting service you have accumulated. If you later return to Covered Service, you must satisfy the initial requirement for eligibility to participate in the Plan (see page 1).

Accrued Benefit

A monthly benefit beginning at Normal Retirement Age that you have earned for your service under this Plan.

One-year breaks in service will not be added together unless they come one right after the other, without interruption by Plan years in which you do not incur a one-year break in service.

ONE-YEAR BREAK IN SERVICE

A one-year break in service is temporary and can be repaired without the loss of credited or vesting service. You incur a one-year break in service in any Plan year in which you do not have at least 500 hours worked.

If you return to Covered Service and complete 500 hours of Covered Service after a one-year break in service, you are eligible to participate in the Plan immediately. Your participation is retroactive to your original date of employment and your years of credited and vesting service before the break are restored.

PERMANENT BREAK IN SERVICE

You incur a permanent break in service when you have five or more consecutive one-year breaks in service.

In general, if you are not vested and you incur a permanent break in service, you are no longer a participant under the Plan and your accumulated years of credited and vesting service up to that point are lost. If you later return to Covered Service, you will need to meet the requirements for participation again (see page 1).

If you are vested before incurring a permanent break in service, you will not lose your years of credited and vesting service. You will continue to have a right to a pension and the amount of your benefit will remain unchanged (as of the date you began the break in service) unless you return to work in Covered Service. Refer to page 21 for information about calculating the amount of Deferred Vested Benefits. The amount of the benefit will be based on your years of credited service and the crediting rate in effect when that credited service was earned.

You will not incur a break in service due to:

- Disability;
- Military service;
- Work performed in an affiliated local jurisdiction; or
- Maternity or paternity leave.

EXCEPTIONS TO BREAK IN SERVICE RULES

There are a few exceptions to the break in service rules. You will not experience a break in service if you have less than 500 hours of employer contributions in a Plan year due to:

- Disability because of accident or illness up to two consecutive years;
- Military service; or leave,
- Work performed in an affiliated local's jurisdiction; or
- Maternity or paternity leave.

You need to notify the Fund Office in the event of any of the above. In all cases, any hours credited or exceptions granted are only for the purpose of continuing your participation and do not affect your benefit accrual or vesting status.

Disability

You will not incur a break in service if you are continuously disabled due to an accident or illness for up to a two consecutive year period. See page 9 for information about Total and Permanent Disability Benefits.

Military Service

If you enter qualified military service, as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), you will not incur a break in service. Your time spent in qualified military service will count toward service under the Plan, provided you meet the requirements of USERRA, including, but not limited to:

- Terminating Covered Service to enter qualified military service;
- Receiving an honorable discharge;
- Applying for reemployment in Covered Service within 90 days or such other period as required under USERRA; and
- Providing reasonable documentation of qualified military service to the Trustees.

Maternity or Paternity Leave

If you are eligible for a maternity or paternity leave, you will be credited with eight hours worked per day, to a maximum of 500 in the Plan year in which your leave begins only if necessary to prevent a break in service in that Plan year or in the following Plan year. Maternity or paternity leave is granted for time off related to:

- Your pregnancy;
- The birth of your child;
- Adoption or placement for adoption of a child; or
- The care of your child immediately following birth, adoption, or placement for adoption.

IN THE EVENT OF DISABILITY

You should apply with the Social Security Administration (SSA) for Social Security disability benefits immediately. Generally, SSA's determination is considered evidence of a Total and Permanent Disability.

Evidence of a Total and Permanent Disability may include the determination by the Social Security Administration that you are entitled to a Social Security disability benefit. However, the Trustees may require other valid medical evidence, including an examination by a physician or clinic. If the Trustees direct that you be examined by a physician or a clinic that they select, then the Trustees will pay the cost of the examination other than the original examination required by your first application for Total and Permanent Disability Benefits (which must be paid by you).

From time to time, the Trustees may require evidence of continued entitlement to a Social Security disability benefit.

ELIGIBILITY

Total and Permanent Disability

A physical or mental condition that totally and permanently prevents you from engaging in any regular occupation or employment during the remainder of your life. You are not deemed to be Totally and Permanently Disabled if your incapacity is:

- The result of an addiction to narcotics;
- Contracted, suffered, incurred, or resulting from engaging in a felonious enterprise;
- Due to an intentionally self-inflicted injury;
- From any injury, wound, or disability incurred while serving in the armed forces of the United States; or
- From an injury, wound, or disability suffered or arising out of a state of war.

If you become Totally and Permanently Disabled, you may qualify for Total and Permanent Disability Benefits if you have at least five years of vesting service. At least one year of vesting service must be earned within the two Plan years immediately preceding the date of your Total and Permanent Disability.

If you would otherwise qualify for Total and Permanent Disability Benefits (as defined above) but you have left the jurisdiction of this Fund, you will not be entitled to Total and Permanent Disability Benefits from the Plan. You will be deemed to have left the jurisdiction of the Fund if you have no employer contributions made to the Fund on your behalf during a two consecutive Plan year period preceding your Total and Permanent Disability.

Amount

The amount of your Total and Permanent Disability Benefits is calculated like Normal Retirement Benefits (see page 16) and depends on when your Total and Permanent Disability occurs. If you become Totally and Permanently Disabled:

- *Before your 55th birthday*, the amount of your Total and Permanent Disability Benefits is equal to 70% of your Normal Retirement Benefits (rounded up to the next \$1.00 multiple); or
- *On or after your 55th birthday*, the amount of your Total and Permanent Disability Benefits is your Normal Retirement Benefits reduced by 5⁄12ths of 1% for each full month you are younger than age 60 at the time of your Total and Permanent Disability (rounded up to the next \$1.00 multiple).

In no event will the benefit be less than \$150.00 per month.

PAYMENT OF BENEFITS

Once you meet all the eligibility requirements for Total and Permanent Disability Benefits, monthly payments will begin the first day of the sixth month following the month of your Total and Permanent Disability. Generally, the Total and Permanent Disability Benefits are payable until the earlier of the date:

- Of your death;
- Of your 60th birthday; or
- A change occurs in your condition that would no longer qualify you as being Totally and Permanently Disabled.

Once you reach age 60, your Total and Permanent Disability Benefits will end and you will begin receiving Normal Retirement Benefits. Your benefits will be adjusted, if necessary, to reflect the form of benefit you choose (see page 22). In the event of your death before age 60, if you are:

- *Married*, your spouse will receive the survivor portion of the Joint and 50% Survivor Benefit form of payment beginning on the first of the month following the later of the date of your death or the date you would have reached age 55 (see page 28) or your spouse may elect 60 Certain Payments to begin immediately following your death;
- *Not married and you die before receiving 60 monthly payments*, the balance of your payments will be made to your beneficiary or estate beginning after your death.

If your Total and Permanent Disability is due to chronic alcoholism, your Total and Permanent Disability Benefits will end after 12 monthly payments. To continue your Total and Permanent Disability Benefits, you must re-apply and submit evidence satisfactory to the Trustees that you have made reasonable efforts at rehabilitation.

In addition, your Total and Permanent Disability Benefits will end if:

- You engage in or perform any employment for remuneration or profit other than in amounts allowed by the Social Security Administration, including duties of a sheet metal worker or other employment in the sheet metal industry;
- The Trustees determine on the basis of medical findings that you have sufficiently recovered to resume any employment covered under the collective bargaining agreement; or
- You refuse to undergo a periodic medical examination (not more than twice a year).

If you are no longer considered Totally and Permanently Disabled, you may qualify for another form of retirement benefit. Contact the Fund Office for more information.

The earliest date you may begin receiving benefits is six months from the exact date your Total and Permanent Disability begins.

PREPARING FOR RETIREMENT

Regardless of your retirement plans, you'll want to be financially comfortable. To maintain your current standard of living during retirement, experts say you'll need between *70% and 80% of your preretirement income*.

Example: *Joe is planning to retire soon and currently earns $60,000 a year. He'll need about $45,000 a year (75% of $60,000) to maintain his current lifestyle after he retires.*

Retirement income generally comes from three sources: Social Security, personal savings, and pension benefits. Understanding that all three of these sources work together can help you plan for a financially secure retirement.

The information in this section is designed to help you start thinking about your retirement and how much money you may need during retirement.

Retirement Checklist

The questions may help you think about some expenses you may incur during retirement. During your retirement years...

- What will your out-of-pocket retiree medical costs be?
- Will you be paying for your child's education?
- Do you plan to travel?
- Will your home be paid for?
- Will your household expenses be lower (children living on their own, smaller home, etc.)?
- When do you plan to begin your Social Security benefit? How much will it be?
- Could you have any health conditions that might increase your monthly budget?
- Will your hobbies require increased savings?
- Will you be responsible for caring for your parents or your spouse's parents?

SOCIAL SECURITY BENEFITS

Over the years, you have had deductions for Social Security benefits taken from your paychecks. These deductions have been taken out to fund your Social Security benefit. As discussed above, this is one portion of your retirement income.

The Social Security full retirement age is gradually increasing for people born after 1937. Full retirement age is the age at which you can collect full retirement benefits from Social Security without any reduction for early retirement (see table). For example, if you were born in 1960 or later, full Social Security benefits will be payable to you at age 67 — not age 65.

Social Security Full Retirement Age

Year of Birth	Full Retirement Age	Year of Birth	Full Retirement Age
1937 or earlier	65	1955	66 + 2 months
1938	65 + 2 months	1956	66 + 4 months
1939	65 + 4 months	1957	66 + 6 months
1940	65 + 6 months	1958	66 + 8 months
1941	65 + 8 months	1959	66 + 10 months
1942	65 + 10 months	1960 or later	67
1943 – 1954	66		

Social Security full retirement age is the age at which you can collect full retirement benefits from Social Security without any reduction for early retirement. To request an estimate of your Social Security benefits, call the Social Security Administration at (800) 772-1213 or visit **www.ssa.gov**.

Social Security replaces a higher percentage of income for retiring participants at lower pay levels. To reach the 70% to 80% income replacement levels, a participant needs help from pension benefits and personal savings.

Your pension from this Plan is ***in addition*** to any benefits you or your spouse may receive from Social Security.

APPLYING FOR YOUR PENSION BENEFIT

Three things need to happen before you are eligible to start your pension benefit:

- You must apply for your benefits;
- The Trustees must approve your application; and
- You need to stop working in Covered Service.

You may apply for benefits at any time during the two years immediately preceding the date you will first become eligible for the benefit you are requesting. Early filing will avoid delay in the processing of your application and payment of benefits. The Trustees will rely on the information you provide.

When you apply for your benefit, you must provide proof of age and, if you have not done so before, you should name a beneficiary. If you are married, you must also provide proof of your spouse's age and your marriage certificate. In the event of your death, your spouse or beneficiary must apply. To receive an application form, contact the Fund Office at (630) 668-7260. The application form will include information that you must provide to have your benefits deposited directly to your bank account.

You should receive a decision on your claim for benefits within 90 days (180 days for a Total and Permanent Disability Benefit claim) after receipt of your application. In special situations, the Trustees may need an extension (up to another 90 days or 45 days for a Total and Permanent Disability Benefit claim) to process your application. In that case, you will be notified of the reasons for the delay and the date you can expect to receive a decision. If you don't hear from the Trustees within this time, you should contact the Fund Office.

You and your spouse will receive important information about the amount of your benefit and how it will be paid no more than 180 days nor less than 30 days before pension payments are scheduled to begin. You can change your payment option any time **before** payments begin if your spouse consents to the change in writing in the presence of a notary public or a Plan representative. However, once payments begin, **you cannot change your form of payment**.

You must elect and apply for a pension benefit and the Trustees must approve your application. Once your pension application is approved, you will begin receiving a pension benefit on the first day of the month following the date the Trustees receive your completed application, or if later, when you first become eligible to receive benefits. Generally, your pension payments will continue for the rest of your life, unless you return to work (see page 26) or if you retired on Total and Permanent Disability Benefits, and you recover (see page 26).

Electing a Payment Option

You will receive a notice that explains the forms of payment available to you when you apply for a benefit. You may waive an annuity form of payment (if applicable); however, if you are married you must have your spouse's written consent. A waiver is valid only if a written explanation is given to you no earlier than 30 days, or later than 180 days before your first payment begins. You may file a new waiver or revoke a previous waiver at any time before payments begin; however, once payments begin, you may not change the form of payment you have elected. Please note that you may withdraw your application for a pension any time before payments begin.

Even though your payments are electronically sent to your bank, the Fund Office must have your current address on file at all times. This will ensure you receive all important notices and end of year tax information.

IF YOUR APPLICATION IS DENIED

If your application is totally or partially denied, you will receive a written notice that will include:

- The reasons for the denial;
- Reference to related provisions of the Plan or other documents used to make the decision;
- A description of additional information needed to reconsider your application and why the information is needed;
- A statement of your right to bring a lawsuit under ERISA Section 501(a) following exhaustion of the Plans claims and appeals procedures; and
- A detailed explanation of the steps you can take to appeal the decision.

In addition, for claims for Total and Permanent Disability Benefits filed on or after April 1, 2018, the following rules apply.

- If your claim for a Total and Permanent Disability Benefit is denied, or an appeal of the claim denial is denied, the Fund Office will provide you with an explanation for not following or disagreeing with the following:
  - The views presented to the Plan of the health care professionals and vocational professionals who evaluated and treated you;
  - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
  - A disability determination made by the Social Security Administration presented by you to the Plan.
- You will be provided either the specific internal rules, guidelines, protocols, standards or other similar criteria the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist.
- During the time an appeal of a claim denial for a Total and Permanent Disability Benefit is being considered, the Fund Office will provide you, free of charge, with any new or additional evidence or rationale considered, relied upon, or generated by the Plan in connection with the claim and you will be given a reasonable opportunity to respond prior to the date the appeal is finalized.

APPEAL PROCEDURE

If your application is partly or entirely denied, you may appeal the decision. Follow these steps to have your application reviewed.

Step 1: You (or your representative) may ask the Trustees to review your denied application within 60 days (180 days for Total and Permanent Disability Benefit claims) after the date a decision is issued. The written appeal must be delivered to the Fund Office in person or by registered or certified mail and should include any related issues, comments, and reasons you think your application should not be denied. You may also request copies of appropriate Plan documents.

Step 2: Your appeal will be forwarded to the Appeal Review Panel, who will, upon receipt of the appeal, set a hearing date to review the appeal. The Panel consists of employer and union trustees, and the Panel members are subject to change. If before the hearing date, the Appeal Review Panel reverses the original decision to deny benefits, you will be informed, in writing, immediately, and the hearing will be cancelled and provisions will be made to pay benefits.

Normally, the Appeal Review Panel will make provisions to render a final decision within 60 days (45 days for Total and Permanent Disability Benefit claims) of the date that you request a review. If the Trustees need more time (up to another 60 days or 45 days for Total and Permanent Disability Benefit claims), you will be notified why the extension is necessary and when you can expect a decision. The Appeal Review Panel has the right to use the services of legal counsel, auditors, and other professionals retained by the Trustees of the Plan. The final, written decision will include references to the parts of the Plan used to make the decision.

You (and/or your representative) will have the opportunity to submit, in writing, issues and comments to be considered at the Appeal Review Panel hearing. You also have the right to review all pertinent information

Step 3: If your application is denied again, you will have 30 days from the date of the decision to request a rehearing. If your application is denied at the rehearing, the Trustees decision is final, you can decide whether you want to seek legal help. See your rights under ERISA on page 35.

If you do not meet the time requirements for requesting an appeal or requesting a rehearing, the Trustees will consider this as consent of the determination made. If you cannot make a hearing or rehearing date, you may request a continuance. Such a request for a continuance should be made to the Appeals Review Panel before the hearing or rehearing date and will only be granted in instances deemed appropriate by the Trustees. In no event will the hearing or rehearing date be rescheduled more than 120 days from the date of receipt of the written request for review.

BENEFIT PAYMENTS TO AN INCOMPETENT PERSON

If Plan benefit payments are due to an incompetent or physically or mentally disabled person, the Trustees may make payments directly to any legal representative appointed for that individual. If the trustees are not aware of any legal representative, the Trustees may make payment to the institution responsible for that individual or the spouse, child(ren), or any other person whom the Trustees reasonably determined is caring for or otherwise providing support and maintenance for the individual.

LUMP SUM DISTRIBUTION TAXATION AND ROLLOVERS

A lump sum distribution may be taxable depending on how and when the distribution is received from the Pension Plan. Before the Plan makes a taxable payment to you or your beneficiary, the Plan will provide a tax notice. This notice explains the tax rules that apply to distributions from the Plan. It also informs you that you have the right to have a taxable lump sum distribution:

- Paid directly to you;
- Paid as a direct rollover to an eligible retirement plan; or
- Split between payment to you and payment as a direct rollover.

If you become eligible for a distribution from the Pension Plan, you may defer payment of taxes by rolling over the taxable portion of your distribution to an eligible retirement plan. This also applies to surviving spouses and alternate payees under a Qualified Domestic Relations Order (QDRO). In addition, non-spouse beneficiaries may also make a direct trustee-to-trustee transfer to an IRA, which includes an individual retirement account (as described in Internal Revenue Code Section 408(a)) or individual retirement annuity (as described in Internal Revenue Code Section 408(b)). The IRA will be treated as an "inherited IRA," within the meaning of Internal Revenue Code Section 408(d)(3).

To determine what may be the best way to receive payment of the lump sum distribution and the tax consequences, it is a good idea to consult a qualified tax advisor.

RECEIVING A PENSION

There are four types of pension benefits:

- Normal Retirement Benefits;
- Early Retirement Benefits;
- Deferred Vested Benefits; and
- Total and Permanent Disability Benefits.

For information about the Total and Permanent Disability Benefits, refer to the section *In the Event of Disability* on page 9. The other types of pensions are described in this section.

If you are eligible for more than one type of pension from the Plan, you will receive the pension that provides the greater benefit. You may receive only one type of Plan pension.

You must elect and apply for a pension benefit and the Trustees must approve your application (see *Applying for Your Pension Benefit* on page 12). Once your pension application is approved, you will begin receiving a pension benefit on the first day of the month following the date the Trustees receive your completed application, or if later, when you first become eligible to receive benefits.

Generally, benefit payments begin the first day of the month following the month in which you complete all of the conditions to receive a benefit, including the filing of an application. This is known as your annuity starting date (or the effective date of your pension). You may delay receipt of benefit to a later date, but the date cannot be later than your required beginning date.

NORMAL RETIREMENT BENEFITS

You are eligible for Normal Retirement Benefits when you stop working for all employers and reach your Normal Retirement Age.

In general, Normal Retirement Age means the later of your 62nd birthday or your fifth anniversary of participation in the Plan.

Amount

To calculate your monthly Normal Retirement Benefits, multiply your years of credited service (up to any applicable limit) by the applicable crediting rate and rounded up to the next $1.00 multiple. Your applicable crediting rate is the crediting rate in effect at the time your last employer contribution is made on your behalf (or if you incur two consecutive one-year breaks in service, the crediting rate in effect when the last employer contribution was made on your behalf before the first one-year break). A table of crediting rates and maximum years of credited service is shown on page 17. If there are changes in the crediting rates, you will be notified.

To be eligible for Normal Retirement Benefits you must retire from employment at or after your Normal Retirement Age and apply for benefits from the Plan.

Normal Retirement Age

In general, Normal Retirement Age means the later of your:

- 62nd birthday; or
- Fifth anniversary of Plan participation.

Required Beginning Date

Required beginning date means April 1st of the calendar year following the calendar year in which you reach age 70½.

If you retire on or after July 1, 1999, there is no limit on the maximum years of credited service that will be used to calculate your benefit, provided you were a participant on July 1, 1999. In addition, if you were not an active participant as of July 1, 1999 but you return to Covered Service after that time and later retire with at least 500 hours of credited service in each of the two Plan years immediately before your retirement (this may include the year in which you retire), there will be no limit on the maximum years of credited service used to calculate your benefit.

If You Retire Between	Maximum Years of Credited Service	Crediting Rate
7/1/68 and 12/31/70	25	$ 4.25
1/1/71 and 6/30/72	25	$ 9.00
7/1/72 and 6/30/73	25	$ 13.00
7/1/73 and 5/31/78	25	$ 16.00
6/1/78 and 5/31/80	25	$ 20.00
6/1/80 and 12/31/80	25	$ 22.00
1/1/81 and 6/30/81	25	$ 25.00
7/1/81 and 12/31/81	25	$ 30.00
1/1/82 and 5/31/82	25	$ 33.00
6/1/82 and 6/30/84	25	$ 39.00
7/1/84 and 11/30/84	25	$ 46.00
12/1/84 and 3/31/85	25	$ 48.00
4/1/85 and 6/30/86	25	$ 50.00
7/1/86 and 6/30/88	25	$ 53.00
7/1/88 and 6/30/89	30	$ 57.00
7/1/89 and 4/30/91	30	$ 74.00
5/1/91 and 6/30/92	30	$ 80.00
7/1/92 and 6/30/93	30	$ 84.00
7/1/93 and 5/31/94	30	$ 86.00
6/1/94 and 6/30/95	33	$ 86.00
7/1/95 and 6/30/96	33	$ 88.00
7/1/96 and 6/30/97	33	$ 90.00
7/1/97 and 6/30/98	33	$ 96.00
7/1/98 and 6/30/99	33	$ 98.00
7/1/00 and 6/30/01	No Maximum	$104.00
7/1/01 and 6/30/02	No Maximum	$109.00
7/1/02 and 6/30/05	No Maximum	$115.00
7/1/03 and 6/30/06	No Maximum	$118.00
7/1/06 and 6/30/07	No Maximum	$121.00
7/1/07 and 6/30/08	No Maximum	$124.00
7/1/08 and 6/30/14	No Maximum	$127.00

For retirements on or after July 1, 2014, your Normal Retirement benefit will be a monthly benefit equal to your Years of Credited Service times the applicable Crediting Rate, which depends on the rate in effect on the date Employer Contributions were last made on your behalf or the date you had a 2-year Break in Service. In order to be eligible for the benefit, you are required to earn at least 500 hours of Credited Service in Covered Employment in each of the 2 Plan Years immediately preceding your retirement, which may include the Plan Year you retire. The Years of Credited Service and crediting rates are as follows:

Effective Date	Maximum Years Of Credited Service	Crediting Rate For Service Through 6/30/14	Crediting Rate For Service On And After 7/1/14
7/1/14 and after	None	$127.00	$130.00

Example 1: *At age 62, Dave retires with 35 years of uninterrupted credited service on January 1, 2018. Dave's Normal Retirement Benefits would be calculated as follows:*

Crediting Rate

3.5 years at $130.00:	*$ 455.00*
31.5 years at $127.00:	*+ $4,000.50*
Monthly Normal Retirement Benefits: rounded to the next dollar or $4,456.	*$4,455.50*

Example 2: *John retires on January 1, 2018 at age 62. John earned nine years of credited service before incurring a two-year break in service (from July 1986 – June 1988). John then returned to work in Covered Service in July of 1988 and earned an additional 20 years of credited service for a total of 29 years of credited service. John's pension benefit would be calculated in two parts as follows:*

Part 1: Before Break in Service		
Crediting Rate as of Break in Service:	*$53.00*	
Years of Credited Service:	*x 9*	
Monthly Normal Retirement Benefits:		*$477.00*
Part 2: After Break in Service		
Crediting Rate as of Retirement		
3.5 years at $130	*$455.00*	
16.5 years at $127:	*+ $2,095.50*	
Total for 20 Years of Credited Service:	*$2,550.50*	
Monthly Normal Retirement Benefits:		*+ $2,550.50*
Total Monthly Normal Retirement Benefits:	*$3,027.50 rounded to $3,028*	

Pro-Rated Benefit

If you are working under a collective bargaining agreement that requires employer contributions that are lower than the contribution rate(s) made on behalf of the majority of the participants in the Plan, you will receive a pro-rated benefit. Pro-rated benefits will be calculated by the Fund actuary. Contact the Fund Office for information.

EARLY RETIREMENT BENEFITS

To be eligible for Early Retirement Benefits you must retire from employment at or after your Early Retirement Age and apply for Plan benefits.

You are eligible for Early Retirement Benefits when you:

- Have earned at least five years of vesting service;
- Stop working for all employers; and
- Reach your Early Retirement Age.

Generally, Early Retirement Age is any age between 55 and 62 provided you were an active participant in the Plan on or after July 1, 1999, and retire after that date with at least five years of vesting service.

If you were not active as of July 1, 1999, you may retire as early as age 55 if you reestablish Plan participation and earn at least 500 hours of credit service in each of the two Plan years immediately before your retirement (this may include the year in which you retire).

If you were not active as of July 1, 1998, you may retire as early as age 56 if you reestablish Plan participation and earn at least 500 hours of credited service in each of the two Plan years immediately before your retirement (this may include the year in which you retire).

Early Retirement Age

Once you have at least five years of vesting service, your earliest eligible Early Retirement Age is age:

- 55, if you retire on or after July 1, 1999 (or if you were an inactive participant as of July 1, 1999, you reestablish your status as an active participant and retire after that date), with at least 500 hours of credited service in each of the two Plan years immediately before your retirement;
- 56, if you are not active and retire on or after July 1, 1998 (but before July 1, 1999, and you reestablished your status as an active participant), with at least 500 hours of credited service in each of the two Plan years immediately before your retirement; otherwise
- 57.

Unreduced Early Retirement Age

To calculate your Early Retirement Benefit, your benefit is reduced from age:

- 60, if you retire on or after July 1, 1999 (or if you were an inactive participant as of July 1, 1999, you reestablish your status as an active participant and retire after that date), with at least 500 hours of credited service in each of the two Plan years immediately before your retirement;
- 61, if you are not active and retire on or after July 1, 1998 (but before July 1, 1999, and you reestablished your status as an active participant), with at least 500 hours of credited service in each of the two Plan years immediately before your retirement; otherwise
- 62.

Amount

If you are eligible to receive Early Retirement Benefits, your benefit is reduced for each month payments are paid to you before your earliest eligible Normal Retirement Age. If you retire on or after July 1, 1999, after you reach age 60 (or your unreduced Early Retirement Age as described in the previous section), you may receive unreduced Early Retirement Benefits. The amount of your benefit will be the same as your Normal Retirement Benefits.

The amount of your Early Retirement Benefits is determined using the following steps:

Step 1: Calculate the amount of the Normal Retirement Benefits to which you would be entitled based on your years of credited service at the time of early retirement.

Step 2: Calculate your early retirement reduction percentage by multiplying $\frac{5}{12}$ths of 1% by the number of months (5% per year) you are younger than your earliest eligible unreduced Early Retirement Age (see page 19) on the date you are to begin your pension.

Step 3: Calculate your early retirement reduction amount by multiplying your Normal Retirement Benefits (calculated in Step 1) by your early retirement reduction percentage (calculated in Step 2).

Step 4: Subtract your early retirement reduction amount (calculated in Step 3) from your Normal Retirement Benefits (calculated in Step 1) and round up to the next $1.00 multiple.

Example: *Mike retires with Early Retirement Benefits on January 1, 2018 with 35 years of credited service and more than 500 hours of credited service in each of the two Plan years immediately before his retirement at age 55. Mike's pension is determined as follows:*

1. Mike's Unreduced Retirement Benefits at Age 60:		
3.5 years at $130.00	*$455.00*	
31.5 years at $127.00	*+4,000.50*	*$4,455.50*
2. Early Retirement Reduction Percentage: Number of Months Younger than Age 60:	*60*	
Reduction for Early Retirement:	*x $\frac{5}{12}$%*	
Early Retirement Reduction Percentage	*25%*	
3. Early Retirement Reduction Amount: Normal Retirement Benefits at Age 60:	*$4,455.50*	
Early Retirement Reduction Percentage:	*x 25%*	
Early Retirement Reduction Amount:		*- $1,111.88*
4. Monthly Early Retirement Benefits:		*$3,343.62 (rounded to $3,344)*

DEFERRED VESTED BENEFITS

If you leave work with five or more years of vesting service, you are eligible for Deferred Vested Benefits upon reaching your eligible Normal or Early Retirement Age. (See page 16 for your earliest eligible Normal Retirement Age or page 19 for your Unreduced Early Retirement Age.) You are eligible for Deferred Vested Benefits if you stop working for employers within the jurisdiction of the Fund for reasons other than your death or Total and Permanent Disability.

Amount

The amount of your Deferred Vested Benefits is equal to your Normal or Early Retirement Benefits, depending on when you choose to begin receiving your benefit. The amount of your pension will be reduced for early retirement if you begin receiving benefits before your earliest eligible Early Retirement Age (see page 19).

PRIOR PLAN BENEFITS

If you became a participant in the Plan after July 1, 1976, and you were entitled to a termination benefit under the prior plan in effect before July 1, 1976, you may be eligible to receive a termination benefit from that plan, in addition to the benefit you earn from this Plan.

PAYMENT OPTIONS

When you retire, your marital status determines how your pension benefit is paid. If you are not married, you will receive your pension benefits in the form of a Single Life Annuity with 60 Certain Payments. If you are married, in addition to the above, you may also elect one of the following forms of payment:

- Joint and 50% Survivor Benefit;
- Joint and 75% Survivor Benefit; or
- Joint and 100% Survivor Benefit.

Regardless of your marital status, you also have the option of electing the Level Income Option in conjunction with the form of payment you choose, which is designed to provide nearly equal retirement payments before and after Social Security benefits begin.

SINGLE LIFE ANNUITY WITH 60 CERTAIN PAYMENTS

The Single Life Annuity with 60 Certain Payments provides you with monthly pension payments for your lifetime. If you die before receiving 60 monthly payments, the balance of your payments will be made to your beneficiary. Your pension benefit is not reduced under this payment option.

If you are married, you may elect payment under this option, but your spouse must waive his or her right to the Joint and 50% Survivor Benefit in writing in the presence of a notary public or a Plan representative.

JOINT AND 50% SURVIVOR BENEFIT

If you are married when you retire and have been married for at least one year before death, generally your benefit will be paid as a Joint and 50% Survivor Benefit, unless your spouse waives his or her right to this benefit in writing in the presence of a notary public or a Plan representative. The Joint and 50% Survivor Benefit provides you with an adjusted monthly pension for your lifetime. If you die before your spouse, 50% of the benefit you were receiving will be paid to your spouse for his or her lifetime. Your benefit is adjusted to "stretch" your pension over two lifetimes.

When you elect the Joint and 50% Survivor Benefit, you agree to receive a reduced benefit because payments are expected to be made over two lifetimes instead of one. The amount of the adjustment to your benefit depends on your age and your spouse's age. The adjustment is 90%:

- Plus 0.4% for each **full** year that your spouse is older than you; or
- Minus 0.4% for each **full** year that your spouse is younger than you.

This benefit has a pop-up feature. With the pop-up feature, if your spouse dies before you, your monthly benefit will increase to your benefit amount before the adjustment was made for the Joint and 50% Survivor Benefit and you will receive that higher amount for the rest of your lifetime, with no further benefits payable upon your death.

Lump Sum Distribution

If the total lump sum value of your benefit is $5,000 or less, you will receive payment in the form of a single Lump Sum Distribution. However, if the value is at least $1,000, but less than $5,000, the benefit will be paid following your spouse's or beneficiary's consent to the distribution.

If you are not married, you will receive your pension benefits in the form of a Single Life Annuity with 60 Certain Payments. If you are married, in addition to the above, you may also elect one of the following forms of payment:

- Joint and 50% Survivor Benefit;
- Joint and 75% Survivor Benefit; or
- Joint and 100% Survivor Benefit

If you are married and want to receive your benefit in a form other than a Joint and 50% Survivor Benefit, your spouse must waive his or her right to this benefit in writing in the presence of a notary public or a Plan representative.

When determining the difference between your age and your spouse's age, the Plan only looks at full years. If you need assistance in determining the exact difference, contact the Fund Office.

Example: *When Jim retires on January 1, 2018, at exactly 62 with 30 years of credited service, he is eligible for Normal Retirement Benefits of $3,820.50 per month. Jim's wife is exactly 59. Jim's monthly benefit under the Joint and 50% Survivor Benefit would be calculated as follows:*

Full Years Difference in Age:	*62 – 59 = 3*
Age Difference Factor:	*3 x 0.4% = 1.2%*
Adjustment Factor:	*90% – 1.2% = 88.8%*
Normal Retirement Benefits *3.5 years at $130.00 = $455.00* *26.5 years at $127.00 = $3,365.50:*	*$3,820.50*
Jim's Joint and 50% Survivor Benefit:	*88.8% x $3,820.00 = $3,392.16*
Rounded up to the Next $1.00 Multiple:	*$3,393.00*
Spouse's 50% Survivor Benefit:	*50% x $3,393.00 = $1,696.50*
Rounded up to the Next $1.00 Multiple	*$1,697.00*

If Jim's wife predeceases him, his benefit will pop-up to $3,820.00 per month for the remainder of his lifetime with no further benefits payable upon his death.

JOINT AND 75% SURVIVOR BENEFIT

The Joint and 75% Survivor Benefit provides you with an adjusted monthly pension for your lifetime. If you die before your spouse, 75% of the benefit you were receiving will be paid to your spouse for his or her lifetime. The amount of the adjustment to your benefit depends on your age and your spouse's age. The adjustment is 85.5%:

- Plus 0.55% for each **full** year that your spouse is older than you; or
- Minus 0.55% for each **full** year that your spouse is younger than you.

This benefit also includes the pop-up feature, so if your spouse dies before you, your monthly benefit will increase to your benefit amount before the adjustment was made for the Joint and 75% Survivor Benefit and you will receive that higher amount for the rest of your lifetime, with no further benefits payable upon your death.

__Example:__ When Dan retires on January 1, 2018, at exactly age 62 with 30 years of credited service, he is eligible for Normal Retirement Benefits of $3,820.50 per month. His wife is exactly age 58. Dan's monthly benefit under the Joint and 75% Survivor Benefit would be calculated as follows:

Full Years Difference in Age:	*62 – 58 = 4*
Age Difference Factor	*4 x 0.55% = 2.2%*
Adjustment Factor	*85.5% – 2.2% = 83.3%*
Normal Retirement Benefits:	*$3,820.50*
Dan's Joint and 75% Survivor Benefit:	*83.3% x $3,820.50 = $3,182.47*
Rounded up to the Next $1.00 Multiple:	*$3,183.00*
Spouse's 75% Survivor Benefit:	*75% x $3,183= $2,387.25*
Rounded up to the Next $1.00 Multiple	*$2,388.00*

If Dan's wife predeceases him, his benefit will pop-up to $3,820 per month for the remainder of his lifetime with no further benefits payable upon his death.

JOINT AND 100% SURVIVOR BENEFIT

The Joint and 100% Survivor Benefit provides you with an adjusted monthly pension for your lifetime. If you die before your spouse, 100% of the benefit you were receiving will be paid to your spouse for his or her lifetime. The amount of the adjustment to your benefit depends on your age and your spouse's age. The adjustment is 81%:

- Plus 0.7% for each **full** year that your spouse is older than you; or
- Minus 0.7% for each **full** year that your spouse is younger than you.

This benefit also includes the pop-up feature, so if your spouse dies before you, your monthly benefit will increase to your benefit amount before the adjustment was made for the Joint and 100% Survivor Benefit and you will receive that higher amount for the rest of your lifetime, with no further benefits payable upon your death.

__Example:__ When Scott retires on January 1, 2018, at exactly age 62 with 30 years of credited service, he is eligible for Normal Retirement Benefits of $3,820.50 per month. His wife is exactly age 65. Scott's monthly benefit under the Joint and 100% Survivor Benefit would be calculated as follows:

Full Years Difference in Age:	*65 – 62 = 3*
Age Difference Factor:	*3 x 0.7% = 2.1%*
Adjustment Factor	*81% + 2.1% = 83.1%*
Normal Retirement Benefits:	*$3,820.50*
Scott's Joint and 100% Survivor Benefit:	*83.1% x $3,820.50 = $3,174.84*
Rounded up to the Next $1.00 Multiple:	*$3,175.00*
Spouse's 100% Survivor Benefit:	*$3,175.00*
Rounded up to the Next $1.00 Multiple	*$3,175.00*

If Scott's wife predeceases him, his benefit will pop-up to $3,820 per month for the remainder of his lifetime with no further benefits payable upon his death.

LEVEL INCOME OPTION

The Level Income Option provides a higher pension benefit before age 62 and a lower pension benefit after age 62, when you become eligible for Social Security benefits – providing more level retirement income before and after you become eligible for Social Security benefits.

The Level Income Option provides nearly equal monthly retirement payments to you before and after you become eligible for Social Security benefits. Under this Option, the Plan pays a higher benefit before age 62, to account for Social Security benefits you have not begun to receive yet. After age 62, pension payments from this Plan will be lower, to account for Social Security benefits you are eligible for at age 62.

If you elect this option, you must obtain an estimate of your Social Security benefit payable at age 62 from the Social Security Administration. The Plan will use this information to determine the amount of your monthly pension benefit from this Plan. Once payments begin, the monthly amount of your pension benefit will not be adjusted, even if the amount of your Social Security benefit changes from the estimate initially provided.

You must elect the Level Income Option before approval of your pension application. You may not elect this option after approval of your application, even following subsequent reemployment. You may revoke your election of the Level Income Option at any time during the 30-day period before benefit payments are scheduled to begin.

Example: *Jake, who is not married, retires on January 1, 2018, at age 60 with 35 years of credited service. Jake has elected to receive a Single Life Annuity with 60 Certain Payments and the Level Income Option. Jake's Social Security benefit, at age 62, is estimated to be $1,500 per month. Jake's monthly benefit as a Single Life Annuity with 60 Certain Payments and the Level Income Option would be calculated as follows:*

Before Age 62		
Single Life Annuity with 60 Certain Payments:	*$4,456.00*	
Benefit Adjustment Amount:	*+ $1,301.00*	
Monthly Plan Benefit:	*$5,757.00*	
Estimated Monthly Social Security Benefits:	*+ $0.00*	
Total Monthly Benefits:	*$5,757.00*	
Monthly Benefit Amount before Age 62:		*$5,757*
At and After Age 62		
Monthly Plan Benefit After Adjustment:	*$4,256.00*	
Estimated Monthly Social Security Benefits:	*+ $1,500.00*	
Total Monthly Benefits:	*$5,756.00*	
Monthly Benefit Amount at and After Age 62:		*$5,756*

RETURNING TO WORK

BEFORE PENSION PAYMENTS BEGIN

If you leave Covered Service before receiving a pension benefit and later return to work in Covered Service, refer to the Leaving Work section on page 6, which explains the break in service rules under the Plan.

AFTER NORMAL OR EARLY RETIREMENT BENEFITS BEGIN

The purpose of the Plan is to provide benefits to you when you are retired and not working. After your Normal or Early Retirement Benefits begin, your benefit payments may be suspended on the first of the month following any month (or monthly payroll period) in which you engage in Disqualifying Employment.

- *Before Normal Retirement Age*, your benefit payments will be suspended if you complete one or more hours of service in Disqualifying Employment in a month (or monthly payroll period).
- *After Normal Retirement Age*, benefit payments are suspended if you complete 40 or more hours of service in Disqualifying Employment in a month (or monthly payroll period).

You need to notify the Fund Office if you return to work in Disqualifying Employment. If you have questions about Disqualifying Employment, contact the Fund Office.

AFTER TOTAL AND PERMANENT DISABILITY BENEFITS BEGIN

If you retire with Total and Permanent Disability Benefits, and return to any work that would disqualify you from receiving Social Security Disability Benefits, you are no longer considered Totally and Permanently Disabled and as a result, you may lose your Total and Permanent Disability Benefits (see page 9).

SUSPENSION OF BENEFITS

If for any reason your benefits are suspended, you are entitled to a review of any determination suspending your benefits. You may file a written request for review with the Board of Trustees within 60 days of the notice of suspension.

Disqualifying Employment

Employment in the:

- Same industry in which other employees covered by this Plan are employed and accruing benefits;
- Trade or craft (including supervisory activities) in which you were employed at any time before your retirement; and
- Geographic area covered by this Plan at the time payment of your benefits commenced (or outside the geographic area covered by this Plan if such employment results in the transfer of any employer contributions to this Plan through a reciprocal agreement).

If you return to any work after retiring with a Disability Pension, you are no longer considered disabled.

RESUMPTION OF BENEFITS

When you leave Disqualifying Employment, you must apply for resumption of your Normal or Early Retirement Benefits. The first time you resume benefit payments after working in Disqualifying Employment before you reach Normal Retirement Age (62), payment of your benefits will resume after you stop working in Disqualifying Employment. If you subsequently engage in Disqualifying Employment and again resume retirement, payments will resume the first day of the third month following the month you stopped working. Any subsequent resumption of benefits after the first time will be subject to a three-month waiting period. Once you reach Normal Retirement Age and you resume benefit payments after working in Disqualifying Employment, payment of your benefits will resume after you stop working in Disqualifying Employment.

When your pension payments resume, your monthly benefit may be recalculated based on any additional credited service you earn. If you originally retired on Early Retirement Benefits, any additional benefit earned may be based on your age upon resumption of your benefit. The benefit amount you received before returning to work will not change when your payments resume.

Your benefits may be suspended if you work in Disqualifying Employment.

In addition, if you received benefits during any months when you worked in Disqualifying Employment, a portion of your benefit may be withheld when you resume your benefit payments to recover any benefits paid to you in error or while you were working in Disqualifying Employment without providing notice to the Fund. If you retire before Normal Retirement Age, the Trustees can withhold the entire amount of your benefit payments to recover benefits paid to you while you worked in Disqualifying Employment. If you retire after Normal Retirement Age, the Trustees may withhold 100% of the first monthly payment due, and if necessary up to 25% of subsequent pension payments to recover any benefits paid while in Disqualifying Employment.

SURVIVOR BENEFITS

IN THE EVENT OF YOUR SPOUSE'S DEATH

In the event of your spouse's death, you should contact the Fund Office to update your beneficiary information. If you have already started receiving your pension benefit in the form of a Joint and 50%, 75%, or 100% Survivor Benefit and your spouse dies, your benefit will increase (see pages 22 – 24).

IN THE EVENT OF YOUR DEATH

Your beneficiary must apply for survivor benefits within one year after your death. Your beneficiary is the person you name to receive your survivor benefit and will be the person last on file with the Fund Office before your death. If you do not designate a beneficiary or your beneficiary dies before you, any survivor benefits will be paid to the living in the following order:

- Spouse;
- Children, including legally adopted children;
- Parents;
- Siblings;
- Executor or administrator of your estate.

In the event two or more persons are entitled to the Death Benefit, they will share the benefit equally.

If you are married and select a beneficiary other than your spouse, your spouse must agree to the election in writing in the presence of a notary public or Plan representative, on the forms furnished by the Fund and submitted to the Fund Office.

Generally, survivor benefits begin on the first day of the month following your death (or your 55th birthday, if later, in the event payment is made in the form of a 50% Survivor Benefit.

To change or update your beneficiary information, you need to fill out a beneficiary designation form. If you need this form, contact the Fund Office.

If you die while in qualifying military service, the Plan will provide benefits as if you returned to covered employment before your death for benefits other than pension credits.

Before Your Pension Begins

If you have at least five years of vesting service and die before you retire, your spouse or beneficiary will be eligible to receive a survivor benefit. The form of the benefit depends on your marital status at the time of your death.

The 50% Survivor Benefit is equal to one-half of the Joint and 50% Survivor Benefit that you would have been eligible to receive (see page 22).

If You Are Married

If you and your spouse have been legally married for at least a year before your death, your spouse will be eligible for one of the following survivor benefits:

- 50% Survivor Benefit;
- 60 Certain Payments; or
- Lump Sum Death Benefit

Your spouse's survivor benefit will normally be paid in the form of a 50% Survivor Benefit, unless such benefit is waived and your spouse elects payment in either the 60 Certain Payments or Lump Sum Death Benefit form of payment. These options are only payable if it is determined that the benefit is greater than or equal to the 50% Survivor Benefit.

50% Survivor Benefit

The 50% Survivor Benefit is equal to one-half of the Joint and 50% Survivor Benefit that you would have been eligible to receive (see page 22).

The amount of your spouse's benefit will depend on your age at the time of your death based on the Plan provisions in effect when you left active employment. If you die while active:

- After reaching age 55, your spouse's benefit will be calculated as if you had retired on the day before your death and may be reduced for early retirement if your death occurs before age 60; or
- Before reaching age 55, payments may begin as early as the first of the month in which you would have turned 55. This benefit will be calculated based on your credited service earned and your age at the time of commencement of benefits. The longer your spouse delays payment, up to the date you would have attained age 60, the higher the benefit. Generally, your spouse's benefit must begin by the time you would have reached age 60.

60 Certain Payments

Your spouse may elect to receive 60 monthly payments equal to the Normal Retirement Benefit amount you would have received if you had retired on the day before you died.

Generally, your spouse's benefit can begin the first of the month following your death, provided your spouse applies for benefits and the application is approved.

Lump Sum Death Benefit

Your spouse may elect to receive a Lump Sum Death Benefit equal to one-half of the total employer contributions paid on your behalf, to a maximum payment of $10,000. Generally, the benefit is payable as soon as administratively possible after your spouse applies for benefits and the application is approved.

If You Are Not Married

If you are not married at the time of your death, your beneficiary will be eligible for one of the following benefits:

- 60 Certain Payments; or
- Lump Sum Death Benefit.

60 Certain Payments

Your beneficiary may elect to receive 60 monthly payments equal to the Normal Retirement Benefit amount you would have received if you had retired on the day before you died.

Generally, your beneficiary's benefit can begin the first of the month following your death, provided your beneficiary applies for benefits and the application is approved.

Lump Sum Death Benefit

Your beneficiary may elect to receive a Lump Sum Death Benefit equal to one-half of the total employer contributions paid on your behalf, up to a maximum payment of $10,000. Generally, the benefit is payable as soon as administratively possible after your beneficiary applies for benefits and the application is approved.

In the event of your death before your pension begins, if you are not married, there are two types of survivor benefits available to your beneficiary:

- 60 Certain Payments; or
- Lump Sum Death Benefits.

After Your Benefits Begin

If you die after you begin receiving Normal or Early Retirement Benefits (including Deferred Vested Benefits paid as a Normal or Early Retirement Benefit), your eligible spouse or beneficiary may receive a monthly pension, depending on the form of payment you elected. The different forms of payment are described beginning on page 22. There are three types of survivor benefits payable after retirement.

Joint and 50% Survivor Benefits

If this option was in effect after your retirement, your spouse will receive 50% of the pension amount you had been receiving before your death. If your benefit had been reduced for any reason (such as for early retirement or the Level Income Option form of payment), your spouse will receive 50% of that reduced amount.

Joint and 75% Survivor Benefits

If this option was in effect after your retirement, your spouse will receive 75% of the pension amount you had been receiving before your death. If your benefit had been reduced for any reason (such as for early retirement or the Level Income Option form of payment), your spouse will receive 75% of that reduced amount.

Joint and 100% Survivor Benefits

If this option was in effect after your retirement, your spouse will receive 100% of the pension amount you had been receiving before your death. If your benefit had been reduced (such as for early retirement or the Level Income Option form of payment), your spouse will receive 100% of that reduced amount.

60 Certain Payments

If you were not receiving a Joint and 50%, 75%, or 100% Survivor Benefit and die before receiving 60 monthly payments, your beneficiary will receive 60 monthly payments minus the number of payments you already received.

ADMINISTRATIVE INFORMATION

Your participation in the Plan is not a guarantee of continuing employment.

Plan Name

SMART Local No. 265 Pension Fund

Plan Board of Trustees Employer Identification Number

36-6168611

Plan Number

001

Plan Year

July 1 – June 30

Plan Sponsor and Plan Administrator

Plan benefits will only be paid when the Trustees or persons delegated by the Trustees decide, in their discretion, that you or your beneficiary is entitled to benefits in accordance with Plan terms.

The SMART Local No. 265 Pension Plan is a defined benefit plan maintained for the purposes of providing retirement benefits to eligible participants.

The Board of Trustees is both the Plan Sponsor and Plan Administrator. The Board of Trustees is responsible for the operation of this Plan. The Board of Trustees consists of Union and Employer Trustees selected by the employers and the local union (Local Union No. 265 affiliated with the SMART International Association and its successor), which have entered into collective bargaining agreements, that relate to this Plan. If you wish to contact the Board of Trustees, you may use the address, telephone number, or e-mail address below:

SMART Local No. 265 Pension Fund
205 Alexandra Way
Carol Stream, IL 60188
(630) 668-7260
benefits@smw265.org

The Trustees of this Plan are:

Agent for Service of Legal Process

The Plan's agent for service of legal process is:

Baum, Sigman, Auerbach & Neuman, Ltd.
200 West Adams Street, Suite 2200
Chicago, IL 60606

Accordingly, if legal disputes involving the Plan arise, any legal documents may be served upon the agent for service of legal process or any member of the Board of Trustees at the Fund Office.

Collective Bargaining Agreement

This Plan is maintained pursuant to a collective bargaining agreement between Local Union No. 265 affiliated with the SMART International Association and its successor and the various participating employers. You may obtain a copy of the collective bargaining agreement and a list of names and addresses of contributing employers and unions by writing to the Plan's Administrative Manager, or you may examine it at the Fund Office.

Source of Contributions

Benefits described in this booklet are provided through employer contributions. The exact dollar amount of the contribution is determined by collective bargaining between the union and the employers. The level of benefits is determined actuarially considering contribution income, mortality rates, turnover of Employees, general economic conditions, and other factors affecting fund income and costs. Actuarial valuations are performed by enrolled actuaries retained by the Trustees on the participants' behalf. Cost projections and determination of benefit levels are done in consultation with the actuary. Although the Trustees and professional advisors make every effort to maintain benefit levels accurately, benefit levels are subject to adjustments depending on changes in economic conditions, results of collective bargaining, and other factors.

Trust Assets and Reserves

All assets are held in trust by the Board of Trustees for the purpose of providing benefits to eligible participants and defraying reasonable administrative expenses. Plan assets may be invested in accordance with the requirement of applicable law. These investments are made only after consultation with professional investment managers employed by the Trust.

Eligibility and Benefits

The types of benefits provided and the Plan's requirements with respect to eligibility as well as circumstances that may result in disqualification, ineligibility, or denial or loss of any benefits are described in this booklet.

Sole Determination by Trustees

Only the Board of Trustees has broad discretion and authority to determine eligibility for benefits and the right to participate in the Pension Fund, and to exercise all the other powers specified in this Plan. The Trustees may, in their sole discretion, modify, amend, or terminate the Plan in any manner or at any time. The Board of Trustees determines eligibility for and the type and amount of benefits. The decision of the Board of Trustees is final and binding and will receive judicial deference to the extent that it does not constitute an abuse of discretion. No officer, agent, or employee of the union, or employer or any other person, is authorized to speak for, or on behalf of, or to commit the Board of Trustees, on any matter relating to the Pension Fund or Plan. If a decision of the Trustees is challenged in court, the decision will be upheld unless the court finds it to be arbitrary and capricious.

Termination

If the Plan ends, affected participants' rights to benefits earned to the date of termination, to the extent funded, become nonforfeitable.

Non-Assignment of Benefits

You cannot assign or transfer your benefits under the Plan to someone else, except as provided under federal law. Your Plan benefits are exempt from execution, attachment, garnishment, pledge, or bankruptcy. However, the Plan will honor a Qualified Domestic Relations Order (QDRO). If you have questions about QDROs or would like to receive a copy, free of charge, of the Plan's QDRO procedures, please contact the Fund Office.

Top-Heavy Provisions

Federal law requires that if the Plan becomes a top-heavy plan, as described in the Internal Revenue Code, minimum contributions may apply. In the unlikely event that the Plan becomes top-heavy, you will be notified accordingly.

Maximum Contributions

The Internal Revenue Code imposes maximum limitations on contributions permitted under qualified plans. These limits are liberal and would not normally prevent you from receiving full benefits. In the unlikely event that the employer contributions made on your behalf are limited, you will be notified.

Rights and Responsibilities

As someone who is or may be eligible for benefits from the Plan, you should be aware of the fact that the benefits are paid in accordance with Plan provisions out of a trust fund, which is used solely for that purpose. If you have any questions or problems as to benefit payments, you have the right to get answers from the Trustees who administer the Plan.

The same basic rights are incorporated in the Employee Retirement Income Security Act (ERISA), which Congress adopted in 1974, for application to all benefit plans. Those rights are set forth in the following section.

YOUR ERISA RIGHTS

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

Receive Information about Your Plan and Benefits

You have the right to:

- 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. These include insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan. These include insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the 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 (generally 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 the Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. However, you must exhaust the Plan's claims and appeal procedures before you may bring a lawsuit or other administrative action for benefits.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan Documents or the latest annual report from the Plan and do not receive it 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 Plan Administrator.

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

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 EBSA at:

Nearest Regional Office

Employee Benefits Security
Chicago Regional Office
230 S. Dearborn Street, Ste. 2160
Chicago, IL 60604
(312) 353-0900

National Office

Division of Technical Assistance
Administration and Inquiries
Employee Benefits Security
Administration
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210
(866) 444-3272

You may also find answers to your questions and your rights and responsibilities under ERISA by visiting EBSA's web site at **www.dol.gov/ebsa**.

BENEFIT PROTECTION

Your 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.

Law sets the maximum benefit that the PBGC guarantees. Under the multiemployer program, the PBGC guarantee equals an individual'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 an individual'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:

- Regular and early retirement pensions;
- Disability benefits for individuals who become disabled before the plan becomes insolvent; and
- Certain survivor benefits.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;
- Benefits based on provisions that have been in place for fewer than five years at the earlier of the:
  - Date the plan ends; or
  - Time the plan becomes insolvent;
- Benefits that are not vested because an individual has not worked long enough;
- Benefits for which an individual has not met all of the requirements at the time the plan becomes insolvent; and
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits that it guarantees, contact the Fund Office or:

Pension Benefit Guaranty Corporation Technical Assistance Division
1200 K Street N.W., Suite 930
Washington, D.C. 20005-4026

You may also call the PBGC at (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 web site at **www.pbgc.gov**.

SMART

Local No. 265