LOCAL 1
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SUMMARY PLAN DESCRIPTION

LOCAL NO. 1 PENSION TRUST FUND

July 2018 Edition

THIS SUMMARY PLAN DESCRIPTION APPLIES TO ACTIVE PARTICIPANTS AND THOSE WHO TERMINATE COVERED EMPLOYMENT ON OR AFTER JULY 1, 2018.

JULY 2018 EDITION

NOTHING IN THIS BOOKLET IS MEANT TO INTERPRET OR CHANGE IN ANY WAY THE PROVISIONS EXPRESSED IN THE PLAN. ONLY THE BOARD OF TRUSTEES IS AUTHORIZED TO INTERPRET THE PLAN OF BENEFITS SUMMARIZED IN THIS BOOKLET. NO EMPLOYER OR UNION, NOR ANY REPRESENTATIVE OF ANY EMPLOYER OR UNION, IS AUTHORIZED TO INTERPRET THIS PLAN, NOR IS ANY SUCH PERSON AUTHORIZED TO ACT AS AGENT OF THE TRUSTEES.

IF YOU DESIRE INFORMATION REGARDING THIS PLAN, YOUR REQUEST MUST BE COMMUNICATED IN WRITING AND SUCH INFORMATION WILL BE COMMUNICATED TO YOU IN WRITING AND SIGNED ON BEHALF OF THE FULL BOARD OF TRUSTEES EITHER BY THE TRUSTEES OR THEIR AUTHORIZED REPRESENTATIVE.

LOCAL NO. 1 PENSION TRUST FUND
1431 Opus Place, Suite 350
Downers Grove, Illinois 60515
Telephone: (630) 288-6868

Dear Participant:

As Trustees of the Pension Plan sponsored by the Local No. 1 Pension Trust Fund ("Plan" or "Pension Plan"), we are pleased to present you with this booklet describing the Pension Plan. Retirement is a period of relaxation and enjoyment only when there is an adequate income to ensure your financial security. The benefits provided by the Plan, together with your Social Security benefits and personal savings, help enable you to look forward to your retirement with a greater sense of security.

This booklet is a summary of the main features of the Plan. This summary does not contain all the features of the Plan, nor does it contain all the details, conditions and exceptions found in the Plan. Nonetheless, this booklet will help to familiarize you with key points such as when you qualify for a retirement pension and how your monthly amount will be determined. It also describes the disability and survivor protection the Plan provides.

This booklet is effective as of July 1, 2018, and replaces prior summary plan descriptions. The rules summarized in this booklet apply to individuals who work at least one hour of Covered Employment after July 1, 2018. The official Plan document and Trust Agreement describe the provisions of the Plan in more detail and are the final authority with respect to your eligibility to participate and the benefits you will receive under the Plan. If you wish to further review how the provisions of the Plan apply to your particular situation, you should contact the Fund Office. You may obtain a copy of the Pension Plan from the Fund Office, upon written request, without cost.

Unless specified otherwise, capitalized terms have the same meaning attributed them in the Plan document.

Any forms that you may need to complete to enroll in the Plan or to apply for benefits are available from the Fund Office.

Please take the time to review this booklet carefully and share it with your Spouse, if you are married. You (and your Spouse) should be aware of your rights under the Plan. Please keep the booklet in a safe place for future reference. If you need further information, please contact the Fund Office. Your participation in the Plan guarantees neither you nor your beneficiaries any rights outside of the Plan's provisions.

We take pride in being able to serve the needs of our Participants through the years. We are also proud that the goal of providing security to employees who retire after devoting many years to the industry has been and is continuing to be achieved. If not for the hard work and cooperation of the Union, Employers, and Employees, the progress we have made would not have been possible.

With our best wishes,

BOARD OF TRUSTEES

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HOW TO USE THE SUMMARY PLAN DESCRIPTION

This booklet describes the Local No. 1 Pension Plan, which will be called the "Pension Plan" or "Plan" in this booklet.

Every effort has been made to explain the Pension Plan provisions as accurately as possible so that you will understand your rights. However, the Pension Plan is very complex. If there is any part of this booklet that you do not understand or if you have any questions, please contact the Fund Office.

The Trustees reserve the right and are given the authority and discretion to interpret all terms and provisions of the Plan. No one else is authorized to interpret the Plan. You may rely only on written interpretations issued or authorized by the Trustees.

This booklet was prepared in compliance with the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). It is not intended to be a complete description of the Plan, but to simply state the highlights of the Plan in general terms. Your rights and benefits under the Plan are determined by the terms and conditions contained in the Plan document. In the event there are any inconsistencies between this booklet and the Plan document, the Plan document will in all respects control and govern.

This Summary Plan Description applies to Participants who terminate covered employment on or after July 1, 2018. The rights and benefits of Participants who terminate covered employment prior to this date will be determined in accordance with the provisions of the Pension Plan in effect on the date of termination.

The best way to use this Summary Plan Description is to read the entire booklet. The following is a brief description of the various Sections of this booklet in which you may be interested:

1. **Most Often Asked Questions** - question and answer format to the most common topics about which Plan members have asked.

2. **Participation** - describes which employees are eligible to participate in the Pension Plan and how and when they will become Participants.

3. **Vesting Service, Pension Credit and Breaks in Service** - eligibility for Pension benefits depends on your age, Pension Credit and Vesting Service. These sections describe how you earn Vesting Service and Pension Credit. The section on Breaks in Service describes absences from Covered Employment (and the length of such absences) that will cause you to lose your Vesting Service and Pension Credit.

4. **Types of benefits provided by the Pension Plan:**

   Benefits that you may earn:

Upon meeting eligibility requirements, you may be entitled to one of the following benefits:

a) **Normal Retirement Pension** - age 65 or more and 25 or more Pension Credits.

b) **Early Retirement Pension** - age 62 or more and 25 or more Pension Credits.

c) **Deferred Vested Pension** - will be paid if you have achieved vesting status (e.g., you have acquired five (5) Years of Vesting Service) and are not eligible for any other benefit.

   A Deferred Vested Pension shall be payable upon retirement:

   i) after you have attained age 65 or later; or

   ii) age 62 if you have at least 25 Pension Credits.

d) **Disability Pension** - terminate from Covered Employment after age 45 or more (but less than age 65) with 15 or more Pension Credits and determined to be totally and permanently disabled.

Benefits Paid to Your Surviving Spouse or Beneficiaries:

Upon meeting eligibility requirements, a Beneficiary may be entitled to one of the following benefits:

a) **Spousal Pension** - generally any Pension benefit that you are eligible for will be paid so that upon your death your surviving Spouse will receive a Pension benefit, unless you and your Spouse elect otherwise in writing before your Pension benefit begins.

b) **Survivor's Pension** - payable to your Spouse if at the time of your death you were eligible for the immediate payment of a Pension benefit.

c) **Pre-Retirement Survivor's Pension** - deferred benefit payable to your Spouse if you should die (in or out of Covered Employment) after having met eligibility requirements for a Deferred Vested Pension. Benefit will become payable to your eligible surviving Spouse at the earliest time you would have been eligible for the immediate payment of a Pension benefit.

d) **Death Benefit** – payable to your named Beneficiary (who may be someone other than your Spouse if your Spouse has consented) upon your death if you die, and you had monthly Contributions made on your behalf in the month of your death and in the two months just before your death.

e) **Benefits Divided by a Qualified Domestic Relations Order** - under certain conditions an alternate payee (usually a child or former Spouse by divorce) may be assigned by court order the right to receive all or a portion of your benefits payable from the Plan.

5. **Application for Pension and Suspension of Benefits** - explains how to apply for your Pension benefit and what information is required, and that your Pension benefit is payable only if you remain retired from specified employment; if not, your Pension benefit will be suspended.

6. **Benefit Denial and Appeal Procedures** - explains how and when a claim for a benefit is denied and also explains how you may appeal any denial of benefits.

7. **Return to Covered Employment**

   a) **Prior to Retirement** - describes what Pension benefits you will receive if you return to Covered Employment prior to receiving any Pension benefits.

   b) **After Retirement** - describes what Pension benefits you will receive if you return to work after your retirement.

8. **Loss of Benefits** - explains the circumstances that will cause you to lose your Pension benefits.

9. **General Information** - describes detailed information about the operation of the Pension Plan; your rights under ERISA; and insurance that may be provided by the Pension Benefit Guaranty Corporation ("PBGC").

IMPORTANT

- Save this booklet. Put it in a safe place.
- Tell your family, particularly your Spouse, about this booklet and where you keep it filed.
- If you lose your copy, you can ask the Fund Office for another copy.
- If you have worked for a contributing employer and you leave Covered Employment, you may be entitled to a benefit under the Pension Plan. If you decide not to request an immediate distribution of any benefit to which you are entitled, call or write the Fund Office to ensure timely communication of your benefit rights for a future distribution. Arrangements will be made to furnish you with a statement of your benefit rights. If you are vested in a retirement benefit, the Fund will also file notice with the government so that the Social Security Administration can remind you at a future time of your vested Pension rights.
- Notify the Fund Office promptly if you change your address.

- Under the Trust Agreement creating the Pension Fund, and the terms of the Pension Plan, the Trustees have sole authority to make final determinations regarding any application for benefits and the interpretation of the Pension Plan and any administrative rules adopted by the Trustees. The Trustees' decisions in such matters are final and binding on all persons dealing with the Pension Plan or claiming a benefit from the Plan. If a decision of the Trustees is challenged in court, it is the intention of the parties to the Trust and the Pension Plan that such decision is to be upheld unless it is determined to be arbitrary and capricious.

MOST OFTEN ASKED QUESTIONS

1. What is Normal Retirement Age?

If you begin participation in the plan prior to attaining age 60, Normal Retirement Age is defined as age 65.

If you commence participation in the Plan on or after age 60, your Normal Retirement Age is defined as age 65, or if later, your age on the fifth anniversary of your participation in the Plan. Once you work to Normal Retirement Age, your Pension rights will be vested regardless of your Years of Vesting Service.

Examples:

Suppose you enter Covered Employment at age 45 and work continuously until your retirement at age 65. Your Normal Retirement Age would be age 65.

Suppose you enter Covered Employment at age 62. Your Normal Retirement Age would be 67 (the fifth anniversary of your participation in the Plan).

2. How long do I have to work in order to receive a Pension?

You must be credited with at least five years of Vesting Service in order to receive a Pension benefit.

When you retire, you may be entitled to a Deferred Vested Pension at Normal Retirement Age, or if you have at least 25 Pension Credits, you will be entitled to retire as early as age 62.

3. What is the difference between Vesting Service and Pension Credit?

Vesting Service determines whether you have a non-forfeitable right to a benefit. You receive one year of Vesting Service for each calendar year in which you complete at least 1,000 hours of Work in Covered Employment or you earn at least one-half of a Pension Credit. Once you have earned at least five years of Vesting Service (before experiencing a Break in Service; see page 14), you will be vested in a benefit under the Plan.

Pension Credits determine the amount of your benefit. The more Pension Credits you earn, the greater your benefit will be upon retirement.

4. What is an hour of Work?

An hour of Work is each hour that you are paid or entitled to payment for duties performed in Covered Employment for your Employer. It also includes any back pay which is awarded to you or agreed to by your Employer. Any hours that you don't actually work but are paid for (vacation, sickness, holidays, etc.) will also count up to a maximum of 501 hours per continuous period of such leave for purposes of avoiding a Break in Service as described below.

Note: Any hours of Work in non-covered employment which is continuous (not separated by a quit or discharge) with your Covered Employment, will be considered in determining when you will become a Participant. You must be working in Covered Employment in order for your participation to begin.

5. How long and how often will my retirement benefits be paid?

Your retirement benefits will be paid on a monthly basis during your retirement for as long as you live. Benefits may be payable to your eligible surviving Spouse under certain circumstances. See pages 24 and 27.

6. Can my Pension benefits be suspended?

Yes, under certain circumstances. See page 33.

7. Is my Pension reduced by Social Security benefits that are paid to me?

No. Your Pension benefit is in addition to any benefits that you receive from Social Security.

8. How can I determine the status of my Pension?

If you write the Fund Office, you will receive a statement that will inform you of the Pension benefits you have earned to date, according to Plan records.

9. Can I borrow money from the Plan or take out the contributions made on my behalf by the Employers?

No. The purpose of this Plan is to provide Participants Pension benefits when they retire. Therefore, you cannot borrow money from the Plan, take out any money from the Plan (except in the form of a benefit), or sell, assign, or pledge any amounts that have been contributed by the Employers to the Plan on your behalf. The Plan will not recognize any attachment or assignment of any contributions made on your behalf or of any benefits payable to you, except the Plan may be required to pay benefits to another person pursuant to a Qualified Domestic Relations Order.

10. If I have any questions concerning the Plan, to whom should I address them?

Any questions that you have concerning this Pension Plan should be directed to:

Board of Trustees
Local No. 1, Pension Trust Fund
1431 Opus Place, Suite 350
Downers Grove, Illinois 60515

11. If I get another job after I retire, will this affect my Pension benefits?

A new job post-retirement will not affect your pension benefits as long as the new job is not working 40 or more hours in a month as a janitor in the building maintenance industry.

As long as you remain retired you will continue to receive your Pension benefits each month as long as you live. If you don't remain retired, your benefits could be suspended. Retirement means ceasing and refraining from employment or self-employment as a janitor in the building maintenance industry in the geographical area of the Plan. However, a Participant will still be considered retired if he works less than 40 hours a month in such employment. There is no suspension of benefits no matter how many hours you work if benefits are being paid to you because you have reached age 70-1/2.

A Participant or Pensioner may request determination in advance as to whether a specific type of employment falls within the above guidelines.

12. Who administers the Pension Plan and Trust Fund?

A Board of Trustees consisting of six Local Union No. 1 representatives and six Employer representatives is charged with the responsibility of determining eligibility for Pension benefits in accordance with the terms of the Pension Plan, as well as the Pension Plan's proper administration. The Trustees also oversee the Local No. 1 Pension Trust Fund, which was created for the sole purpose of funding the benefits provided by the Plan.

13. Who pays for the cost of the Pension Plan?

The Plan is financed solely by Employer contributions as provided in Collective Bargaining Agreements.

14. Can the Pension Plan be amended?

Yes, the Trustees may amend the Pension Plan at any time that they deem proper, provided that the Accrued Benefit of any Participant shall not be reduced retroactively by any amendment, unless it is necessary to establish or maintain the tax-qualified status of the Plan or as otherwise permitted by law.

15. Can the Pension Plan be terminated?

It is the intent of the Trustees to continue the Pension Plan in full force and effect; however, the Trustees reserve the right to terminate the Plan. The Plan may also be terminated by the PBGC. Upon termination, the value of your Accrued Benefit, as of such termination date, shall be non-forfeitable to the extent of the assets then available. Benefits will be distributed to you in any manner permitted by the Plan.

16. Is there any compulsory retirement under this Plan?

No. Retirement is voluntary on the part of the employee.

However, Pension benefit payments must begin no later than April 1 of the Calendar Year following the later of (i) the Calendar Year in which you attain age 70-1/2, or (ii) the date you Retire. If you are a 5% owner, then benefit payments must begin no later than April 1 of the Calendar Year following the Calendar Year in which you attain age 70-1/2.

17. What is meant by Covered Employment?

Generally, Covered Employment means work for which Employer Contributions are required to be made on an employee's behalf. Also see description under "Participation" below of employees eligible to participate in the Plan.

18. What is meant by non-covered employment?

Generally, non-covered employment means work that you do for an Employer that contributes to the Plan, but which is not covered under a Collective Bargaining Agreement with Local Union No. 1, and for which contributions to the Plan on your behalf are not required.

PARTICIPATION

The following Employees are currently eligible to participate in the Pension Plan:

Employees whose work is covered by a Collective Bargaining Agreement with Local Union No. 1 or Pension Agreement with the Fund requiring contributions to be paid to the Pension Plan.

Below are questions and answers that will explain how and when you will become a Participant in the Plan and how you lose your status as a Participant.

1. When will I become a Participant in the Pension Plan?

You will become a Participant in the Plan on the first day of the next calendar quarter following your first day of Covered Employment. Calendar quarters begin on January 1st, April 1st, July 1st, and October 1st.

Example:

Suppose you become an Employee on August 5, 2018, and start to work in Covered Employment. You will become a Participant in the Plan on October 1, 2018, if you are still working in Covered Employment on that date.

Remember:

In order to qualify for any benefit from this Plan, you must become a Participant. However, you will not receive any benefit from this Plan unless you meet all eligibility and vesting requirements for that benefit.

2. When will I no longer be considered a Participant?

If you have not acquired a right to a Pension benefit, whether immediate or deferred, then you shall cease to be a Participant as of the last day of the Calendar Year in which you have sustained your fifth consecutive One-Year Break in Service or, if longer, shall have sustained a number of consecutive One-Year Breaks in Service at least equal to the Years of Vesting Service (see page 10) previously received by you. This rule only applies to those Participants who terminate Covered Employment and are not eligible for any type of Pension.

Those who do terminate and are eligible for any Pension (including a Deferred Vested Pension) will remain a Participant until their benefit under the Plan has been paid.

Example:

Suppose you are a Participant in the Plan who earned the following Pension Credit:

Calendar Year	Pension Credit
2010	1
2011	1
2012	1
2013	1/4
2014	0
2015	0
2016	0
2017	0
2018	0

You terminated Covered Employment on March 31, 2013 and are not eligible for any Pension contribution under the Plan after that date. You would no longer be a Participant on December 31, 2018 since that is the end of the first Calendar Year in which you incurred five consecutive One-Year Breaks in Service (i.e., you did not work at least 500 hours of Work in Covered Employment and/or you did not earn at least ¼ of a Pension Credit at any time during the five-year period from 2013 to 2018).

After 2018, you would have to rejoin the Plan just like a new hire in order to start earning a Pension again. All your prior Pension Credit, to the extent not vested, is cancelled when you cease to be a Participant.

3. If I lose my Participation in the Plan, when do I again become a Participant?

If you do not incur five consecutive One-Year Breaks in Service, then you become a Participant on the first day upon which you are rehired by an Employer that is obligated to make contributions on your behalf to the Plan. If you do incur five consecutive One-Year Breaks in Service, then you will again become a Participant in the Plan on the first day of the calendar quarter following your return to Covered Employment. See page 14 for explanation of a Break in Service.

YEARS OF VESTING SERVICE

Below are some questions and answers that explain what Vesting Service is and how you receive it.

1. What is the importance of "Years of Vesting Service"?

Your number of Years of Vesting Service usually determines whether or not you become vested and are entitled to a Deferred Vested Pension (see page 11 for explanation of Deferred Vested Pension).

2. How do I receive a Year of Vesting Service?

Vesting Service depends on (1) the number of hours of Work in Covered Employment (and in non-covered Employment with the same Employer if without interruption to Covered Employment) you perform during the course of a Calendar Year, or (2) how much Pension Credit you may earn in that Calendar Year. You shall be credited with one Year of Vesting Service for each Calendar Year during the Contribution Period including periods before you became a Participant in which you completed at least 1000 hours of Work in Covered Employment <u>or</u> in which you are credited with at least one-half of a Pension Credit. You receive Vesting Service on the following basis:

Pension Credit during Calendar Year	Vesting Service
0 or ¼	no credit
1/2 or 3/4 or 1	1 year

Example:

Suppose you entered Covered Employment on September 25, 2014 and have the following Pension Credit:

Calendar Year	Pension Credit	Vesting Service	Hours of Work
2014	¼	0	250
2015	1	1	1,000
2016	1	1	1,000
2017	¾	1	750
2018	½	1	500
Total	3-1/2	4	

Based on the Pension Credits and hours of Work in the example above, you would have earned 4 Years of Vesting Service through 2018, because in four of your five Calendar Years of participation you earned at least ½ of a Pension Credit.

3. How many "Years of Vesting Service" do I need in order to receive a Deferred Vested Pension?

If you terminate Covered Employment on or after July 1, 1997, you need to have earned at least 5 Years of Vesting Service prior to retirement in order to be eligible to receive a Deferred Vested Pension.

Note: Years of Vesting Service only determine your eligibility for a Deferred Vested Pension and not the amount of your Deferred Vested Pension. Pension Credits determine the amount of your Deferred Vested Pension.

4. Is there any other way that I may receive Vesting Service?

Yes. If you perform at least 1,000 hours of Work during a Calendar Year, you will receive one Year of Vesting Service. Also, any hours of Work for a contributing Employer after July 1, 1976, in a job not covered under this Plan (non-covered Employment) which is continuous (not separated by a quit or discharge) with your Covered Employment, will be counted towards your Years of Vesting Service. See page 4, Question No. 2, for the definition of hours of Work.

Example:

Suppose you started working for an Employer on April 1, 2015 and have the following work record:

Calendar Year	Period	Non-Covered Employment	Covered Employment	Years of Vesting Service
2015	Apr. 1 to Oct. 31 Nov. 1 to Dec. 31	700 hours	500 hours of Work	1
2016	Jan. 1 to Dec. 31		1,900 hours of Work	1
2017	Jan. 1 to Apr. 30 May 1 to Oct. 31	700 hours	500 hours of Work	1
2018	Feb. 1 to Dec. 31	1,500 hours	0 hours of Work	0
		Total		3

In 2015, your non-covered employment is not separated by a quit with your Covered Employment and therefore counts towards your Vesting Service. Your total hours of Work are 700 hours plus 500 or 1,200 hours. Therefore, you receive one Year of Vesting Service.

In 2016, you receive one Year of Vesting Service because you have over 1,000 hours of Work.

In 2017, your Covered Employment is continuous with your non-covered employment. The 1/4 Pension Credit is added to your 700 hours in non-covered employment. The total of 1,200 hours (500 + 700) is greater than 1,000 hours. Therefore, you receive one Year of Vesting Service. You also quit on October 31, 2017 and did not return to work until February 1, 2018, when you began working in non-covered employment. *The 1,500 hours in 2018 does not count towards your Vesting Service because your non-covered employment is separated by a quit with your Covered Employment which ended on October 31, 2017*.

5. Does the Fund Office have records of my Work or my non-covered Employment?

No. The Fund Office does not receive information that would enable it to keep records of your hours of Work or your applicable non-covered Employment that would entitle you to Vesting Service (as described above). The Fund Office only receives records of contributions made to the Plan, which determines your Pension Credit. If you believe that the Plan has not given you full credit, you will have to present records indicating your hours of Work and also your applicable non-covered Employment. The Trustees will then determine the Years of Vesting Service that you are entitled to under the terms of the Plan.

6. May I ever lose my Vesting Service?

Yes. If you ever incur a Break in Service (of at least five consecutive years) before you have earned a right to a Pension, you lose all your Years of Vesting Service that you earned prior to your Break in Service. See page 16 for explanation of a five-consecutive year Break in Service.

PENSION CREDIT

Below are some questions and answers that will explain what Pension Credit is and how you receive it.

1. How are Pension Credits used?

Pension Credit is used in determining the amount of Pension benefit that you may be entitled to and also your eligibility for benefits.

2. What is the difference between Pension Credit and Vesting Service?

Vesting Service is used only in determining your eligibility for a Deferred Vested Pension. Pension Credit is used in determining the amount of Pension and type of benefit that you may be entitled to and may also be used in determining your eligibility for a Deferred Vested Pension.

3. How do I receive Pension Credit?

Your Pension Credit is based on the amount of contributions required to be made to the Plan on your behalf during a Calendar Year. You receive Pension Credit in the following manner:

For the period from January 1, 2008:

Amount of Contribution During Calendar Year	Pension Credit
Less than $472.00	No Credit
$472.00 or more but less than $945.00	1/4 Credit
$945.00 or more but less than $1,417.00	1/2 Credit
$1,417.00 or more but less than $1,890.00	3/4 Credit
$1,890.00 or more	1 Credit

Please note that contribution amounts were different for the period before January 1, 2008.

4. May I receive any Pension Credit prior to the time that my Employer started making any contributions to the Plan?

Generally, you are not entitled to receive Pension Credit for work with an Employer prior to the time your Employer actually is required to make contributions to the Plan on your behalf. There is one exception as outlined below.

If you were working in a job covered by a Collective Bargaining Agreement with Local No. 1 prior to the creation of the Plan (July 1, 1967) and your Employer was then obligated to contribute to the Plan, you will receive Pension Credit just as if contributions had been made to the Plan on your behalf. Pension Credit will be granted on the basis of one quarter Pension Credit for every three months of employment during the Calendar Year.

If it is difficult to prove where you worked prior to the time the Plan was established, you may use the best available evidence such as Union records or Social Security verification. However, the Trustees will make the decision of how much Pension Credit you are entitled to prior to July 1, 1967, based upon information submitted to them. The decision of the Trustees is final.

5. May I ever lose Pension Credit?

Yes. If you have not acquired a right to a Pension, whether immediate or deferred, and you sustain five consecutive One-Year Breaks in Service or, if longer, you have sustained a number of consecutive One-Year Breaks in Service at least equal to your Years of Vesting Service (see page 10) previously earned, then you lose all your prior Pension Credit and all your prior Vesting Service.

BREAK IN SERVICE

Below are some questions and answers that will explain what a Break in Service is, how you incur it and the consequences of incurring a Break in Service.

1. What happens if I incur a certain number of consecutive One-Year Breaks in Service?

Generally, if you have not acquired a right to a Pension (i.e., you worked less than five years in Covered Employment), whether immediate or deferred, and you sustain a certain number of One-Year Breaks in Service (i.e., a number equal to or greater than five), then you lose all your prior Pension Credit and all your prior Vesting Service that was earned prior to the Break in Service.

Please note that any Pension Credits and/or Vesting Service that you may earn after being re-hired following a Break in Service shall not be affected unless you incur a subsequent Break in Service in accordance with these rules.

2. What is a One-Year Break in Service?

A One-Year Break in Service happens if during a Calendar Year you do not earn at least one quarter of a Pension Credit or work in Covered Employment (including any applicable non-covered employment) for at least 500 hours.

For Calendar Years beginning on or after January 1, 1986, periods of absence relating to pregnancy, birth, or adoption will be counted as hours of Work, but not to exceed 501 hours for any Calendar Year. These hours may be credited in the

Calendar Year in which the absence begins or in the following year, or partly in each as necessary to prevent a One-Year Break in Service.

3. Why does the Plan have a Break in Service rule?

The purpose of the Plan is to provide the highest possible Pension to those employees who work steadily in Covered Employment. If the Plan did not have the Break in Service rule, Pension benefits would be lower for everyone.

4. How many Break in Service rules are there?

There are three Break in Service rules. The first rule applies if you left Covered Employment before July 1, 1976. The second rule applies if you left Covered Employment after July 1, 1976 and before January 1, 1986. The third rule applies if you left Covered Employment after January 1, 1986.

5. What is the Break In Service rule before July 1, 1976?

Before July 1, 1976, if you were out of Covered Employment for two or more consecutive Calendar Years after the year of your termination, thereby suffering two One-Year Breaks in Service, then you lose all your prior Pension Credit and all your prior Vesting Service.

Example: Suppose you have the following work record:

Calendar Year	Amount of Contribution	Pension Credit	Vesting Service	Break in Service
1969	$ 35.00	¼	0	
1970	$125.00	1	1	
1971	$150.00	¾	1	
1972	-	0	0	
1973	-	0	0	xx
1974	$250.00	1	1	
1975	$250.00	1	1	

On August 31, 1971, you terminated Covered Employment and did not return until February 1, 1974. Because you were out of Covered Employment for two consecutive years, 1972 and 1973, you suffer two consecutive One-Year Breaks in Service, and thus, forfeit all your Pension Credit (2) and Vesting Service (2) earned prior to your Break in Service.

6. What is the Break in Service rule on and after July 1, 1976, and before January 1, 1986?

After July 1, 1976, and before January 1, 1986, you forfeit all your Pension Credit and Vesting Service earned prior to your Break in Service if:

a) at the time you terminate Covered Employment you are not entitled to a Pension benefit; and

b) the number of your consecutive One-Year Breaks in Service at least equals the number of Years of Vesting Service that you have earned.

Example: Suppose you have the following work record:

Calendar Year	Amount of Contribution	Pension Credit	Vesting Service	One-Year Break in Service	Break in Service
1975-1977	$900.00	3	3		
1978	$ 75.00	0	0	1	
1979	$ 0.00	0	0	1	
1980	$125.00	1/4	0	-	
1981	$ 0.00	0	0	1	
1982	$175.00	1/4	0	-	
1983-1985	$ 0.00	0	0	3	xx

As of December 31, 1980, you have three Years of Vesting Service. You do not forfeit any Pension Credit or Vesting Service as of December 31, 1981, because even though you have three One-Year Breaks in Service, they are not consecutive. You do forfeit all Pension Credit and Vesting Service as of December 31, 1985 because then you have three consecutive One-Year Breaks in Service, which is equal to your three Years of Vesting Service.

7. What is the Break in Service rule on and after January 1, 1986?

On and after January 1, 1986, you forfeit all your Pension Credit and Vesting Service earned prior to your Break in Service if:

a) at the time you terminate Covered Employment, you are not entitled to any Pension; and

b) the number of your consecutive One-Year Breaks in Service equals five or, if longer, at least equals the number of Years of Vesting Service that you have earned.

Example: Suppose you have the following work record:

Calendar Year	Amount of Contribution	Pension Credit	Vesting Service	One-Year Break in Service	Break in Service
1983-1987	$2,500.00	5	5		
1988	$ 75.00	0	0	1	
1989	$ 0.00	0	0	1	
1990	$ 125.00	1/4	0	-	

1991-1993	$ 0.00	0	0	3	
1994	$ 125.00	1/4	0	-	
1995-1999	$ 0.00	0	0	5	xx

As of December 31, 1987, you have five Years of Vesting Service, however, you are not vested as of that date. You do not forfeit any Pension Credit or Vesting Service as of December 31, 1993, because even though you have five One-Year Breaks in Service, they are not consecutive. You do forfeit all Pension Credit and Vesting Service as of December 31, 1999, because you have five consecutive One-Year Breaks in Service, which is equal to the greater of five or your five Years of Vesting Service.

PENSIONS AND BENEFITS

A. NORMAL RETIREMENT PENSION

Upon Retirement you will be entitled to a Normal Retirement Pension if you meet the following requirements:

a) age 65 or older while in Covered Employment; and

b) 25 or more Pension Credits.

The monthly amount of Normal Retirement Pension depends on when you terminate Covered Employment and is equal to:

a) $420.00 per month if you terminate Covered Employment on or after January 1, 1997 and before January 1, 1998; or

b) $440.00 per month if you terminate Covered Employment on or after January 1, 1998 and before April 1, 1999; or

c) $537.50 per month if you terminate Covered Employment on or after April 1, 1999 and before December 1, 2000; or

d) $21.50 multiplied by your Pension Credits (not to exceed 30 Pension Credits), with a maximum of 645.00 per month if you terminate Covered Employment on or after December 1, 2000 and before January 1, 2008; or

e) $23.33 multiplied by your Pension Credits (not to exceed 30 Pension Credits), with a maximum of $700.00 per month if you terminate Covered Employment on or after January 1, 2008 and before January 1, 2015; or

f) $26.67 multiplied by your Pension Credits (not to exceed 30 Pension Credits), with a maximum of $800.00 per month if you terminate Covered Employment on or after January 1, 2015 and before January 1, 2018; or

g) $30.00 multiplied by your Pension Credits (not to exceed 30 Pension Credits), with a maximum of $900.00 per month if you terminate Covered Employment on or after January 1, 2018.

Example:

Suppose you retire on October 15, 2018, at age 65, and you have 30 Pension Credits.

You would be entitled to a Normal Retirement Pension of $900.00 per month. If you have a Spouse, your Normal Retirement Pension would be paid in the form of a Spousal Pension.

If your Spouse is three years younger, the reduced Pension factor for an employee age 65 with a Spouse three years younger based on the applicable reduction Table is .8773. Thus, you would receive $ 789.57 ($900.00 x .8773) per month for life and upon your death your Spouse, if living, would receive $394.79 ($789.57 x 50%) per month for life.

However, if you and your Spouse elect in writing not to have your Normal Retirement Pension paid in the form of a Spousal Pension, then you will receive $900.00 a month for the remainder of your life only, and your Spouse will receive no continuing benefit when you die.

B. EARLY RETIREMENT PENSION

Upon Retirement, you will be entitled to an Early Retirement Pension if you meet the following requirements:

a) Retire from Covered Employment at age 62 or older, but less than 65, and

b) 25 or more Pension Credits.

The monthly amount of your Early Retirement Pension depends on when you terminate Covered Employment and your age at the time your Pension begins. You may defer payment of your Pension until any age up to 65 in order to receive a larger amount.

The amount of the Early Retirement Pension:

If you terminate Covered Employment on or after December 1, 2000, shall be equal to the amount of your Normal Retirement Pension multiplied by the early retirement factor based on your attained age when your Pension payments begin, as follows:

Attained Age at Commencement Date	**Early Retirement Factor**

of Pension	
65 or more	1.00000
64	.91907
63	.83721
62	.76093

Example:

Suppose you retire on November 1, 2018, at age 63 with 30 Pension Credits. Your Early Retirement Pension to begin at age 63 would be $753.49 ($900.00 x .83721) per month.

If you have a Spouse, your Early Retirement Pension would be paid in the form of a Spousal Pension.

If your Spouse is three years younger the reduced Pension factor for an employee age 63 with a Spouse three years younger, based on the applicable reduction Table, is .8917. You would receive $671.89 ($753.49 x .8917) per month for life and upon your death your Spouse, if living, would receive $335.95 ($671.89 x 1/2) per month for life.

However, if you and your Spouse elect in writing not to have your Early Retirement Pension paid in the form of a Spousal Pension, then you will receive $753.49 a month for the rest of your life and your Spouse will not receive a benefit after you die.

C. DEFERRED VESTED PENSION

If you terminate Covered Employment with at least five Years of Vesting Service, you attain Normal Retirement Age while in Covered Employment or you terminate from Covered Employment that is not covered under a Collective Bargaining Agreement between the Union and the Participant's Employer with at least five Years of Vesting Service or at least five Pension Credits, and you are not eligible for any other Pension under this Plan, you will be eligible for a Deferred Vested Pension. Your Deferred Vested Pension will begin at your Normal Retirement Age, which is age 65 or the end of your fifth consecutive year of Participation in the Plan, if later. If you terminate Covered Employment prior to age 62, your Deferred Vested Pension can start at a reduced amount as early as age 62 if you have at least 25 Pension Credits.

The monthly amount of your Deferred Vested Pension is the Accrued Pension that you have earned at the time of your termination from Covered Employment.

Your Accrued Pension is:

> 3% x amount of the maximum Normal Retirement Pension in effect at the time of your termination from Covered Employment x your Pension Credit (not to exceed maximum of 33-1/3 Credits)

If you are eligible and elect to receive your Pension before age 65, it will be reduced by 8.5% for each year you are less than age 65 when your Pension benefit payments begin.

If you have a Spouse when your payments begin, then your Deferred Vested Pension will be paid in the form of a Spousal Pension (unless you and your Spouse together elect in writing a different form of payment) based on your age and your Spouse's age at the time your payments begin. See page 24 for an explanation of the Spousal Pension.

Example:

Suppose you terminated Covered Employment on December 1, 2018 at age 52 with 26 Pension Credits and 26 Years of Vesting Service. Your Accrued Pension would be equal to:

3% x $900.00 x 26 = $702.00

You would receive $702.00 per month when you attain age 65. However, if you elect to begin receiving your Pension benefit payments at age 62, the Accrued Pension would be reduced. Your Accrued Pension of $702.00 would be reduced 8.5% for each year you are less than age 65. At age 62 the reduction would be 25.5% (3 x 8.5%).

The amount of your Deferred Vested Pension to begin at age 62 would be $464.88, calculated as follows:

Calculation of Deferred Vested Pension	
Pension to begin at age 65	$702.00
Amount of reduction ($702.00 x 25.5%)	- $179.01
Pension to begin at age 62	$522.99

D. RETURN TO COVERED EMPLOYMENT PRIOR TO RECEIVING ANY PENSION PAYMENTS

Effective July 1, 2015, if you leave Covered Employment after becoming entitled to a Deferred Vested Pension (regardless of later becoming eligible for any other sort of Pension, e.g., a Normal Retirement Pension or Early Retirement Pension), and return to Covered Employment prior to receiving any Pension payments, and:

1. If you return to Covered Employment within ten Calendar Years after the year of your termination, then upon your retirement you will be entitled to any Pension that you may be eligible for based on your combined Pension Credits. Your combined Pension Credits are the sum of the Pension Credits you earned before your termination from Covered Employment plus the Pension Credits you earned after your return to Covered

Employment, not counting any Pension Credits that you forfeited under the Break in Service rules (see page 14).

2. If you do not return to Covered Employment within ten Calendar Years after the year of your termination, then you will be entitled to your original Pension plus an additional amount. The additional amount is the Accrued Pension (see Deferred Vested Pension page 19) you earn after your return to Covered Employment. The total Pension payable will not exceed the Normal Retirement Pension in effect when you retire or terminate from Covered Employment.

Prior to July 1, 2015, if you left Covered Employment and returned to Covered Employment prior to receiving any Pension payments, your combined Pension Credits will be taken into account in determining your total Pension, regardless of the amount of time that passed between periods of Covered Employment. For this purpose, any Pension Credits that you forfeited under the Break in Service rules will not be counted.

Example 1:

Suppose you are age 45 and leave Covered Employment March 1, 2016, with 10 Years of Vesting Service and 10 Pension Credits. At the time you leave Covered Employment on March 1, 2016, you would be entitled to a Deferred Vested Pension of $240.00 per month to begin upon retirement at age 65. Your Deferred Vested Pension is calculated as follows:

3% x $800.00 (maximum Normal Retirement Pension in effect as of March 1, 2016) x 10 Pension Credits, or

3% x $800.00 x 10 = $240.00

Suppose that you return to Covered Employment on February 1, 2017, and earn 16 more Pension Credits until February 1, 2033, when you retire at age 62. Since you returned to Covered Employment within 10 Calendar Years after the year of your termination date of March 1, 2016, you would be entitled to an Early Retirement Pension then in effect as of August 1, 2033, because your combined Pension Credit is 26 years (10 + 16). See page 18 for requirements for an Early Retirement Pension.

Example 2:

Taking the facts from Example 1, suppose that instead of returning in February 2017, you instead return to Covered Employment on January 1, 2027 (or any date after December 31, 2026) (ten Calendar Years after the year of your termination date of March 1, 2016), and work until August 1, 2033, when you retire at age 62. You earn 6 more Pension Credits from January 1, 2027, to August 1, 2033. Since you did not return to Covered Employment within 10 Calendar Years after the year of your termination, you would not be entitled to a benefit based on your combined Pension Credits, but would be entitled to your original Pension benefit amount plus an additional amount based on the separate, subsequent period of Covered Employment.

E. DISABILITY PENSION

If you become totally and permanently disabled while in Covered Employment, you will be entitled to a Disability Pension, provided you meet the following requirements:

1. You have at least 15 Pension Credits;

2. You attain age 45 or more while in Covered Employment; and

3. You prove that you have been found to be totally and permanently disabled by the Social Security Administration.

You will be considered permanently and totally disabled if you suffer a physical or mental condition that occurs while you are in Covered Employment that causes you to qualify for permanent disability benefits under the Social Security Act.

Your Disability Pension will cease if you cease to qualify for disability benefits under the Social Security Act.

The amount of the Disability Pension is equal to:

Your Pension Credit (not to exceed 30) 30	x	amount of Normal Retirement Pension in effect when you terminate Covered Employment because of your disability

See page 17 for amounts of Normal Retirement Pension.

Your Disability Pension will begin on the last day of the calendar month following approval of your application by the Trustees. If your application for a Disability Pension is made within 12 months from the month in which your disability occurs, you will receive an additional payment for the calendar months following your disability to the date your application was approved. If your application is not made within 12 months from the month in which your disability occurs, your additional payment will reflect only the calendar months following the date of your application, including the calendar month your application was approved.

Example:

Suppose you become totally and permanently disabled on January 15, 2018, at age 47 and have 16.25 Pension Credits and you apply on June 16, 2018, and your application is approved on November 10, 2018.

The amount of your monthly Disability Pension, to begin on November 30, 2018, is calculated as follows:

$$(16.25/30) \times \$900.00 = \$487.53$$

Also, you will receive a lump sum payment of $4,387.77 (9 x $487.53) for nine months from February 2018 to and including October 2018. If you had applied for the Disability Pension more than 12 months after the month in which you became disabled (i.e., in February, 2019 or later) then you would not receive benefits going back to February 2018, but only from the month after you applied. If you are married, your Pension will be paid in the form of Spousal Pension. See explanation of Spousal Pension on page 24.

F. CESSATION OF TOTAL AND PERMANENT DISABILITY

If you receive a Disability Pension and then cease to be totally disabled, you may return to Covered Employment and again accrue Pension Credits towards your retirement.

You also have the option of applying for a different kind of Pension benefit, provided you have fulfilled the requirements for that Pension benefit. It will be based on your age as of the date that you cease being totally and permanently disabled and the Pension amounts in effect at the time of your disability.

G. DEATH BENEFITS

If you are a Participant and die, your Beneficiary may be eligible for a Death Benefit in accordance with the following:

(a) Post-retirement Death Benefit

1. If on the day of your death you were receiving a Pension based on 20 or more Pension Credits, then your Beneficiary shall be entitled to a $5,000.00 Death Benefit.

2. Alternatively, if on the day of your death you were receiving a Pension based on 20 or more Pension Credits, and you also had completed at least one hour of Work as a Participant on or after December 1, 2009, then your Beneficiary instead shall be entitled to a $10,000.00 Death Benefit.

(b) Pre-retirement Death Benefit

If you die on or after December 1, 2009, and you had monthly Contributions made on your behalf for the month of your death and for the immediately preceding two months before your death, then your Beneficiary shall be entitled to a $10,000.00 Death Benefit.

H. HOW RETIREMENT PENSIONS ARE PAID

1. Single-Life Pension

Under a single-life pension, monthly benefit payments continue for as long as you remain alive, and stop at your death. No further payments are made to anyone else. This is the normal form of benefit if you retire and you do not have a Spouse.

2. Joint and Survivor Pensions

If you are married when your Pension payments begin, you automatically receive your pension as a Spousal Pension (i.e., in the form of a Joint and 50% Survivor annuity form). You may instead elect to receive your pension in the form of a Joint and 75% Survivor annuity or a Joint and 100% Survivor annuity. These forms of Joint and Survivor Pension are described below. Under these Joint and Survivor Pensions you receive a reduced monthly pension (compared to a monthly amount under a Single-Life form of Pension) for as long as you live. After your death, 50% (or 75% or 100% as elected) of your reduced monthly pension will be paid to your eligible Spouse every month for as long as he or she lives. Monthly payments are reduced because payments are expected to be made over two lifetimes. In other words, the total dollars expected to be paid over the term of a Joint and Survivor Pension is the same as is expected to be paid as a Single-Life Pension, but more monthly payments are expected so the monthly payment amounts are lower.

For purposes of this section, only your Spouse may be a Beneficiary to a Joint and Survivor Pension. In other words, you do not have the option of choosing yourself and a non-Spouse under a Joint and Survivor Pension option.

All Joint and Survivor Pensions have a “pop-up” feature, which means that, if your Spouse dies before you do, your pension “pops up” to the unreduced single-life amount for months beginning on or after the month in which your Spouse died. Benefits will not be recalculated or continued for a spouse you marry after your benefits have commenced. The “pop-up” feature described in this paragraph only applies if you have completed at least one year of service after July 1, 2007.

a) Spousal Pension

If you are married when your Pension payments begin, you and your Spouse will automatically receive the Spousal Pension. The Spousal Pension will provide you and your Spouse with reduced monthly pension payments for your lifetime. After you die, your surviving Spouse receives 50% of your reduced monthly amount in monthly payments for the rest of his or her life.

You can waive the Spousal Pension. Your Spouse must consent in writing to the waiver. Your waiver and your Spouse's consent must be on forms provided by the Trustees, and your Spouse's signature must be notarized. You and your Spouse have the right to reject the Spousal Pension for up to 90 days after you have been advised by the Trustees in writing of your right to do so.

If your Spouse is missing or cannot be located, your benefit will be paid as a Spousal Pension. If you cannot provide the Plan Administrator with proof of your Spouse's age, the Plan will use your age for that of your Spouse in determining the amount of your Spousal Pension. Most states, including Illinois, recognize abandonment as grounds for divorce. To avoid payment of your benefits as a Spousal Pension where your Spouse has abandoned you, you should consult with an attorney regarding your rights to effectuating a divorce. If you can provide the Plan Administrator proof of your divorce prior to application of your benefits, then you will be able to receive your benefit as a single life annuity.

b) Joint and 75% Survivor Pension

If you are married when your Pension payments begin and you elect the Joint and 75% Survivor Pension option, then you will be provided with reduced monthly pension payments for your lifetime. After you die, your surviving Spouse receives 75% of your reduced monthly amount in monthly payments for the rest of his or her life. If you choose this option, your monthly Pension is reduced to provide these extra benefits for your Spouse. This option applies to normal, early, and disability Pensions.

c) Joint and 100% Survivor Pension

If you are married when your Pension payments begin and you elect the Joint and 100% Survivor Pension option, then you will be provided with reduced monthly amounts in monthly payments for your lifetime. After you die, your surviving Spouse receives 100% of your reduced monthly pension for the rest of his or her life. If you choose this option, your monthly pension is reduced to provide these extra benefits for your Spouse. This option applies to normal, early and disability Pensions.

d) Small Account Cash-Out Upon Death

In all cases where the payment of the Survivor's Pension is delayed to the date when the employee would have reached his earliest retirement age, if the present value (lump sum payment) of such payments is less than $1,000, the lump sum payment will be paid immediately to the Spouse upon the employee's death in lieu of the delayed Survivor's Pension. If the present value is $5,000 or less, the Spouse may elect to take this amount as a lump sum distribution rather than in annuity payments.

3. 13th Checks

The Trustees may (but will not be required to), in their sole discretion, approve the issuance of a 13th check for a Plan Year to Pensioners. Such a 13th check will be in an amount equal to your monthly payment based on your benefits described above, or such other amount that the Trustees shall determine in their sole discretion. The issuance of a 13th check in one year will not guarantee a 13th check in any other year.

I. AMOUNT OF PENSION

The amount of reduced Pension paid to you as a joint and survivor annuity is determined by multiplying the amount of your Pension by the factor set forth in the applicable Plan table based on your age when your Pension starts and also the age of your Spouse.

If you would like a copy of this table, it will be furnished upon request by the Plan Administrator.

J. LIMITATIONS ON JOINT AND SURVIVOR PENSIONS

A Spousal Pension, or the ability to elect a Joint and 75% Survivor Pension or a Joint and 100% Survivor Pension, shall be effective only if the Participant and Spouse have been married throughout the one-year period ending on the earlier of the Annuity Starting Date or the date of the Participant's death.

REMEMBER

When you apply for your Pension, you will be notified of the benefit amounts under the Spousal Pension. You then will have a period of 90 days to reject the Spousal Pension and elect one of the optional Joint and Survivor Pension forms of payment. However, your Spouse's signature consenting to your election must be notarized.

Example:

Suppose you are age 65, you retire as of November 1, 2018, and you are eligible for a Normal Retirement Pension of $900.00 a month. Suppose you have a Spouse age 59.

Unless you and your Spouse elect otherwise, your Normal Retirement Pension of $900.00 a month will be paid in the form of a Spousal Pension.

The reduced pension factor for an employee age 65 with a Spouse 6 years younger is .8483. Therefore, you would receive a monthly Pension of $763.47 ($900.00 x .8483) and your surviving Spouse at your death would receive a monthly Pension of $381.74 ($763.47 x 50%).

If your Spouse dies while you are receiving the $763.47 Spousal Pension, your Pension will be increased to $900.00 per month (under the "pop-up" benefit feature described on page 24 above) starting with the month after your Spouse dies (provided you have completed at least one year of service after July 1, 2007). If you and your Spouse elect not to take the Spousal Pension, then you will receive a Pension of $900.00 a month for your life under the Single-Life Annuity form of Pension, or a lesser amount than your monthly Spousal Pension if you and your Spouse choose the 75% or 100% Joint and Survivor Pension.

K. SURVIVOR'S PENSION

A Survivor's Pension will be paid to your Spouse if you were married throughout the one-year period immediately preceding the date of your death and you met one of the following requirements.

1. If you were actively engaged in Covered Employment on or after age 62, but died after age 62, whether in Covered Employment or not, and before your Normal Retirement Age, at a time when you were eligible to Retire on an Early Retirement Pension, then a Survivor's Pension shall be paid to your surviving Spouse, if any.

2. If you are actively engaged in Covered Employment and die after you attain Normal Retirement Age, and are eligible for any Pension provided by the Plan, a Survivor's Pension shall be paid to your surviving Spouse, if any.

3. If you have a right to a non-forfeitable benefit at Normal Retirement Age and die, and do not satisfy the requirements of Sections (1) or (2) above, a Pre-Retirement 50% Survivor Pension shall be paid to your eligible surviving Spouse, if any.

L. AMOUNT OF SURVIVOR'S PENSION

The amount of monthly benefit payable to your Spouse under a Survivor's Pension will be 50% of the amount of reduced monthly Pension that would have been payable to you under a Spousal Pension payable as if you had retired on the day immediately preceding the date of your death.

Once the monthly amount has been determined for your Spouse, this amount will be paid monthly to your Spouse for life.

M. AMOUNT OF SURVIVOR'S PENSION (PRE-RETIREMENT 50% SURVIVOR PENSION)

The amount of monthly benefit payable to your Spouse under a Survivor's Pension will be equal to 50% of the reduced Pension that would have been payable to you if you had left Covered Employment on the earlier of the date you last worked in Covered Employment or the date of your death, and had lived to the earliest time at which you would have been eligible for the immediate payment of a Pension benefit and had retired on a Joint and Survivor Pension.

Once the monthly amount has been determined for your Spouse, this amount will be paid monthly to your Spouse for life.

Example 1:

A 62 year old employee dies in Covered Employment at a time when he was eligible for an Early Retirement Pension of $409.00 a month. The employee's Spouse, age 60, is eligible for the Survivor's Pension. If the employee had retired on the day before his death, his Early Retirement Pension of $409.00 a month would have been paid in the form of a Spousal Pension.

The reduced pension factor for an employee age 62 with a Spouse two years younger is .8917, according to the applicable reduction Table. Therefore, the surviving Spouse will receive 50% of the amount the employee would have received under a Spousal Pension:

50% x $364.71 ($409.00 x 89.17%) = $182.35.

Example 2:

A 45 year old employee dies leaving a Spouse who is five years younger. At the time of his death he has ten Pension Credits and is eligible for a Deferred Vested Pension of $240 ($800.00 x 3% x 10), payable at age 65.

His surviving Spouse is eligible to receive one-half of the reduced pension that would have been payable to the employee when he reached age 65.

According to the applicable reduction Table, the reduced pension factor for an employee age 65 with a Spouse five years younger is .8773. Therefore, the surviving Spouse will receive $105.28 per month ($240 x .8773 x 50%), beginning the first day of the month following the month the employee would have been 65.

Note: In the example above, if the employee had at least 25 Pension Credits when he died, his surviving Spouse would have been eligible to receive his pension as early as the first of the month following the month the employee would have been age 62. The monthly Pension amount would have been further reduced to reflect the earlier payment date.

APPLICATION FOR BENEFITS AND BENEFIT PAYMENTS

You may apply for a pension by filing a completed and signed application form with the Fund Office. You may obtain this form from the Plan by telephoning the Fund Office at (630) 288-6800. You can also visit the Fund Office or you can request application forms by mail using the address listed at the beginning of this document. By visiting the Fund Office, you will be able to complete the forms there with the assistance of Plan employees and, therefore, have all of your questions about forms fully answered. In order to prove that you are entitled to a Pension, you must submit all information required by the Trustees in advance of the date you wish your benefits to commence.

1. Will I be required to furnish proof of my age?

Yes. Proof of age, such as a birth certificate, will be required. Also, you may be required to provide the birth certificate of your Spouse and your marriage certificate.

2. Who makes the decisions concerning a Pension application?

As on all matters, the Board of Trustees makes the final decision concerning all Pension applications.

3. When should I apply for my Pension?

You should apply for your Pension at least 60 days prior to the month that you want payments to begin. This will allow sufficient time for the Fund Office and the Board of Trustees to process and approve your application and reduce the chances of any delay in your first payment.

4. When will my Pension payments begin?

Upon Retirement, your Pension payments will begin no later than the 60th day after the latest of the following dates:

a) your Normal Retirement Age,

b) the close of the plan year in which you terminate Covered Employment and Retire, or

c) the date you file a written claim for benefits.

Example:

Suppose you expect to retire from Covered Employment on November 15, 2018. You should make application for your Pension by September 15, 2018, so that you can receive your first payment by December 31, 2018.

Pension benefit payments *must* begin no later than April 1 of the Calendar Year following the later of (i) the Calendar Year in which you attain age 70-1/2 or (ii) the date you Retire. If you are a 5% owner, then benefit payments must begin no later than April 1 of the Calendar Year following the Calendar Year in which you attain age 70-1/2.

5. When will my Pension payments end?

Pension payments will end on the last day of the month of your death, except if a Spousal or other form of Joint and Survivor Pension is payable.

Example:

Suppose your Pension began on July 31, 2009, and you die on October 13, 2019. Your last Pension payment under the Single-Life Pension form would be paid as of October 31, 2019.

6. What happens if I give wrong answers or misrepresentations on any Pension application?

Before you submit your application to the Pension Plan, review it carefully. Any wrong answers or misrepresentations may cause you to lose or be denied your Pension Benefits. Any payments made because of wrong information or a misrepresentation can cause your Pension benefit to be canceled and will permit the Trustees to recover all payments made in error.

7. What happens if I return to Covered Employment while I am receiving a Pension?

Your Pension will be suspended during such periods. Your Pension will be reinstated upon your subsequent Retirement. You may be entitled to increases in your Pension based on this new period of service. See page 20 for explanation.

8. **Can I pledge, assign or borrow against my Pension?**

No. The purpose of this Plan is to assure that Participants will receive the intended rate of retirement income when they retire. Therefore, you cannot borrow money from the Plan, withdraw money from the Plan, or sell, assign, transfer or pledge any amounts which have been contributed to the Plan on your behalf, except for any portion of your Pension that the court assigns in a divorce proceeding to your ex-Spouse or other alternate payee as provided in a Qualified Domestic Relations Order.

9. **If I am unable to care for my own affairs due to illness, incapacity or accident, will my Pension payments continue to be paid?**

Yes. If the Trustees determine that you are unable to care for yourself because of mental or physical incapacity, any payments due you will be made to the person, committee, legally appointed guardian or legal representative that the Trustees believe will have your best interests in mind in administering your affairs.

BENEFIT DENIAL AND REVIEW PROCEDURE

1. **Will I be notified if my application for benefits is denied?**

If any application for benefits is denied, you will receive a written notice giving a specific reason for the denial. This notice will also contain a specific reference to certain provisions on which the denial was based. You will also be told if any additional information should be furnished in order to permit further consideration of your application. You will also be told why such material or information is necessary.

Normally, your application for benefits will be acted upon within 90 days of its receipt. If this time period cannot be met, you will be so informed in writing. The Trustees may, at their option, take an additional 90 days to process your application provided you are notified in advance. (If these time periods are not adhered to, you may assume your application was denied.)

2. **Can I request review by the Trustees of any denial of benefits?**

If you believe that your application for benefits was incorrectly denied, in whole or in part, you may request review by the Trustees within 90 days from the date you received your benefit award or denial.

3. **What is the procedure for requesting a review of the denial of benefits?**

You may file a written claim for review with the Fund Office either in person or through the mail. Such claim for review must be received by the Fund Office within 90 days from the date you received your benefit award or denial of benefits communication from the Fund.

The Trustees will examine the claim and will normally decide within 90 days whether or not a benefit is actually due. If there are special circumstances which require additional time to process your claim, the Trustees will attempt to notify you in writing, giving you a specific date, no later than 180 days after receipt of your claim, as to when they expect a decision to be made and stating the reason for the delay.

If for some reason a written notice of a decision on your claim has not been made by the 90th day or by the 180th day if an extension was requested, your claim will be deemed denied. Please see below for the procedure to follow if this happens.

If you receive a written notice of the denial, the notice will provide you the following information:

1. The specific reason or reasons for the denial;

2. Specific references to the Plan provisions on which the denial is based;

3. A description of any additional material or information necessary to complete the claim and an explanation of why this material or information is necessary; and

4. An explanation of the steps to be taken if you wish to submit your claim for review.

If your claim is denied in writing, or if you do not receive written notice of a decision on your claim within 90 or 180 days, as applicable, you may appeal your denied claim and receive a full and fair review of your claim and its denial. If you decide to appeal your claim, you or your authorized representative must submit a written request for review to the Trustees within 60 days after you receive the notice of the denial of your claim or, if applicable, within 60 days after the end of the 90 or 180 day period (whichever applies) during which you do not receive notification of the decision on your claim. You or your authorized representative have the right to review any applicable documents, and to submit, in writing, any issues, comments or additional information or material. BEFORE YOU CAN PURSUE YOUR CLAIM IN A COURT OF LAW, YOU MUST FIRST APPEAL A CLAIM DENIAL WITHIN THE 60 DAY TIME LIMIT FOR REQUESTING REVIEW AND AWAIT THE RESULT OF THE REVIEW.

A decision on the review of your claim will be made within 60 days after the receipt of your request for review, unless there are special circumstances that require additional time for processing your request for a review. In such a case, the Trustees will endeavor to make a decision as soon as possible, but no later than 120 days after your request for review is received.

You will receive a written notice, informing you of the decision on the review of your claim. This notice will include specific reasons for the decision, as well as specific references to the Plan provisions on which the decision on the review was based. If you do not receive a written notice of the decision on the review of your claim within the 60 or 120-day period, as applicable, then your claim will be treated as a denied claim on review.

Once a final determination on your claim is made, either in writing or lapse of the applicable time period, you may pursue your claim in a court of law. However, any such claim must be initiated within twelve months from the date a final determination is made. **Failure to initiate a claim within the twelve-month period from the date a final determination is made shall bar you from bringing any such claim.**

SUSPENSION OF BENEFITS

If you are a Pensioner receiving retirement benefits, your Pension payments will be suspended if you return to employment or self-employment as a janitor in the building maintenance industry in the geographical area of the Plan, but only if you return to work for 40 or more hours during a month. Your pension will not be suspended if you are maintaining your own building.

You may ask the Fund Office in advance whether any employment you are interested in will cause your Pension benefit to be suspended. However, you must notify the Trustees in writing within 15 days of any employment and must provide the Trustees with enough information so they can determine whether or not such employment will cause your benefit to be suspended.

If you do not notify the Trustees, they will assume that you are working in prohibited employment for 40 or more hours in a month and will suspend benefits. When you do notify the Trustees and it is determined that such employment is not prohibited employment, the withheld payments will resume with the next monthly Pension payment. If you fail to give the notice, the Trustees may, at their discretion, suspend payments for an additional 6 months.

The Trustees will notify you in the first month that your benefit is suspended and will specify the reason why it is being suspended and will identify all months that the benefits will be suspended.

The Department of Labor has issued regulations governing the suspension of benefits which can be found in Section 2530.203-3 of the Federal Labor Regulations.

If the Trustees suspend your Pension and you do not agree with their decision, you may request it be reviewed under the benefit denial and review procedure of the Plan (see page 31 for explanation).

RETURN TO PROHIBITED EMPLOYMENT AFTER RETIREMENT

If your Pension payments are suspended because you return to prohibited employment, your payments will begin again after you are no longer employed in prohibited employment. You must file an application for your Pension and payments will begin no later than three months after the month in which you retire from work. Pension payments made to you while you were working in prohibited employment will be recovered by deductions from your future Pension payments. Up to 100% of your first payment will be withheld and, up to 25% thereafter will be withheld from each Pension payment. If you die before full recovery has been made, deductions will also be made from any Spouse or Beneficiary benefit, if applicable.

The amount of your Pension benefit when you again retire will be determined as follows:

a) If you retired on a Normal or Early Retirement Pension, your original Pension plus any increases that you would have received had you remained a Pensioner. If you earned additional Pension Credit when you returned to work, you will receive an additional amount based on the accrued pension you earned after your re-employment.

b) If you retire on a Deferred Vested Pension and if you do not earn at least one Year of Vesting Service after your return, your original Pension benefit plus any increases that you would have received had you remained a Pensioner.

   If you retire on a Deferred Vested Pension, and if you earn at least one Year of Vesting Service after your return, your Pension benefit will be recomputed. You will receive your original benefit, plus an additional amount based on your new Pension credits. Your benefit increase will be determined in the same manner as the calculation of the Deferred Vested Benefit (3% x Maximum Normal Retirement Benefit x new Pension Credits minus any age reduction factor). **Example**:

   Suppose you retired on October 1, 2013, at age 62 with 25 Pension Credits and are entitled to an Early Retirement Pension of $532.65 ($700 x .76093).

   See page 18 for explanation of Early Retirement Pension.

   Suppose you receive one year of Pension payments from age 62 to age 63 (October 1, 2013 through September 30, 2014), then return to Covered Employment and earn four Years of Vesting Service and four Pension Credits (October 1, 2014 through September 30, 2018) and then retire at age 67. You would be entitled to a recomputed Pension of $628.65, calculated as follows:

Recomputed Pension	
Original Early Retirement Pension (October 1, 2013)	$532.65
Accrued Pension based on Pension Credits earned after your return ($800.00** x 3% x4)	$ 96.00
Total	$628.65

*these examples of future increases are being used solely for purposes of this illustration of how to calculate increases and have not been granted, so they cannot be relied upon for purposes of calculating future benefits.

**assumes Normal Retirement Pension of $800.00 is in effect when you retire at age 67

CIRCUMSTANCES UNDER WHICH BENEFITS MAY BE LOST, SUSPENDED OR DENIED

The Plan is intended to provide you with a valuable retirement benefit. However, some individuals may not qualify for a benefit and others may lose a benefit even if they once qualified. Circumstances resulting in a denial, suspension, or loss of benefits are discussed more fully elsewhere in this document. You should be aware that the following are some, but not all, of the possible reasons you may not receive part or all of a benefit:

1. If you do not meet the requirements for eligibility to participate, you will not be entitled to any benefit.

2. If you terminate employment with fewer than five full years of Vesting Service to your credit, you will receive no benefits from the Plan.

3. If you die after completing five years of Vesting Service and do not have an eligible Spouse or designated Beneficiary, no death benefits will be payable.

4. If you die after the date on which your benefit was scheduled to begin, any benefits payable upon your death will be determined by the form in which you elected to have your benefit paid (with certain exceptions as outlined above).

5. You incur a forfeiture in accordance with the Break in Service rules on page 14.

6. You cannot be located.

7. You return Prohibited Employment or Covered Employment after retirement on a Pension.

8. You are no longer totally and permanently disabled.

9. If the Plan is terminated and your benefit exceeds the limit guaranteed by the Pension Benefit Guaranty Corporation, you may lose a portion of your benefit. (See page 40)

10. If you or your Spouse or Beneficiary fail to submit a written claim for benefits to the Plan or to inform the Plan of changes in status that may affect benefits or rights to benefits under the Plan.

11. Federal law permits payment of all or a portion of your benefit to another person, provided such payment is made in order to comply with a “Qualified Domestic Relations Order” relating to child support, alimony, or marital property rights payments. The Board of Trustees will contact you in the event it receives a Qualified Domestic Relations Order affecting your Plan benefits.

12. In the event that the Trustees determine that your Employer made a contribution to the Plan on your behalf under mistake of fact or law in excess of the amount required by the terms of its applicable Collective Bargaining Agreement or Participation Agreement, such amount may be withdrawn from the Plan and refunded to your Employer or forfeited in accordance with the Plan’s forfeiture provisions. Any errors in the amounts of your benefit calculated using mistaken contributions can be corrected within a reasonable amount of time as determined by the Trustees once the contributions have been determined to have been made by mistake.

DECISIONS REGARDING BENEFITS

Under the Trust Agreement creating the Pension Plan, the Trustees or persons acting for them, such as a claims review committee, have sole discretion and authority to make final determinations regarding any application for benefits, eligibility, and to interpret the Pension Plan, the Trust Agreement and any other regulations, procedures or administrative rules adopted by the Trustees. Decisions of the Trustees (or, where appropriate, decisions of those acting for the Trustees) in such matters are final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Trustees or those acting for the Trustees is challenged in court, it is the intention, and the Pension Plan provides, that such decision is to be upheld unless it is determined to be arbitrary or capricious.

PLAN TERMINATION

The Board of Trustees intends to continue the Pension Plan indefinitely, although it reserves the right to change or terminate the Plan at any time. The Plan would terminate automatically if every Employer withdraws from the Plan, as prescribed by law. If the Plan ends, you would stop earning additional benefits. However, you would become fully vested in all benefits you had earned up to the time the Plan ended, regardless of your service.

If the Plan ends, money in the Pension Plan, to the extent possible, will be used to provide the benefits due according to the priority required by law and stated in the Plan document. Generally, the funds would first be used to provide the benefits of retired Participants and Participants with longer service, and then would be used to provide the benefits of shorter service Participants.

Benefits may be paid as soon as the Plan termination has been approved by applicable government agencies, or payment could be deferred to a later time. The Board of

Trustees, with government approval if applicable, will determine when benefits are to be paid.

GENERAL INFORMATION

A. DETAILED INFORMATION OF THE OPERATION OF THE PENSION PLAN

This General Information gives you detailed information about the operation of the Pension Plan, your rights under the Employee Retirement Income Security Act of 1974, as amended (ERISA) and those provided by the Pension Benefit Guaranty Corporation (PBGC).

1. Name of Pension Plan:

Local No. 1 Pension Plan

2. Plan Sponsor and Plan Administrator:

Board of Trustees (contact through the Fund Office)

3. Employer Identification Number (EIN):

51-6055057

4. Plan Number:

001

5. Agent for Service of Legal Process:

Wilson-McShane Corporation
1431 Opus Place, Suite 350
Downers Grove, IL 60515

Service of process may also be made on any Trustee.

6. Name of Trust Fund:

Local No. 1 Pension Trust Fund

7. Fund Office:

Local No. 1 Pension Trust Fund
1431 Opus Place, Suite 350
Downers Grove, IL 60515
(630) 288-6868

8. Collective Bargaining Agreements.

The Plan is maintained pursuant to collective bargaining agreements. On written request to the Fund Office, you may obtain a copy of the collective bargaining agreement under which you are covered, and you can receive information as to whether a particular Employer participates in the Plan and, if so, the Employer's address. Your collective bargaining agreement, as well as any other document under which the Plan is maintained, is available for inspection at the Fund Office.

9. Pension Plan's Assets and Reserves.

All contributions are held in trust and invested by the Board of Trustees for the purpose of providing benefits to eligible Participants and defraying reasonable administrative expenses.

10. Type of Pension Plan:

This is a retirement plan designed to provide income for you after you retire, leave Covered Employment, or become disabled, or for your Spouse after you die. The Plan is a defined benefit plan, which means the Plan provides a specific benefit determined based upon a benefit formula.

11. Type of Administration:

The Board of Trustees administers the Pension Plan and is assisted by an administrator and an administrative staff who report to them.

12. Source of Benefits Contributed to the Plan:

The benefits described in this booklet are provided through Employer contributions. The amount of Employer contributions is determined by the provisions of the applicable Collective Bargaining Agreements.

13. Contributing Employers:

The Plan Administrator will advise Participants or Beneficiaries, upon written request, whether or not a particular employer is a party to a Collective Bargaining Agreement requiring contributions to the Pension Plan.

14. Plan Year:

The Trust Fund is maintained on a 12-month fiscal year basis, beginning on July 1 and ending June 30.

B. RIGHTS UNDER ERISA

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

1. Receive Information About Your Plan and Benefits. You may examine, without charge, at the Fund Office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including insurance contracts (if any), 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.

2. Obtain, upon written request to the Fund Office, copies of documents governing the operation of the Plan, including insurance contracts (if any), collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and the latest summary plan description. The Plan Administrator may make a reasonable charge for the copies.

3. Receive notice of the Plan's funding status. The Plan Administrator is required by law to furnish each Participant with a copy of the Annual Funding Notice.

4. Obtain a statement telling you whether you have a right to receive a pension at normal retirement age 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 earn 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.

<u>Prudent Actions by Plan Fiduciaries</u>:

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

<u>Enforce Your Rights</u>:

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

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

Assistance with Your Questions:

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the 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 at 1.866.444.EBSA (3272).

C. INSURANCE PROVIDED BY THE PENSION BENEFIT GUARANTY CORPORATION

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $5 of the monthly benefit accrual rate and (2) 75% of the next $15. The PBGC's maximum guarantee limit is $16.25 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $5,850.

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

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

For more information about the PBGC and the benefits it guarantees, ask your 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.*