The American Federation of Government Employees

Pension Plan

SUMMARY PLAN DESCRIPTION

March 2022

March 2022

Dear Participant,

The Pension Committee of the American Federation of Government Employees Pension Fund ("Fund") is pleased to present you with this booklet describing your Pension Plan. This booklet is called a Summary Plan Description ("SPD") and it describes the main features of the American Federation of Government Employees Pension Plan ("Plan") as of January 1, 2022. Generally, the Plan provisions described in this SPD apply to Participants who have completed an Hour of Service on or after January 1, 2022. If you did not complete an Hour of Service on or after January 1, 2022, you must consult a prior version of this SPD for a description of your benefits under the Plan.

The American Federation of Government Employees Pension Fund ("Fund") is a defined benefit plan. Your pension benefits are based upon your period of Employment and your Compensation. This SPD gives you the information you need to determine when you can retire and to estimate how much your monthly pension will be, and provides other important facts about your Plan. Please take the time to read it.

Certain terms used in this booklet have specific meanings with respect to your pension benefits. These words are capitalized and are defined beginning on page 7. This SPD contains certain disclosures required by law.

We suggest that you share this booklet with your family, since they may have an interest in the Plan. Please keep this booklet for future reference and let members of your family know where it is being kept.

This SPD contains a summary of the rights and benefits that pertain to you under the Plan; it is not the Plan. A summary cannot cover in detail each provision of the Plan and how it might work in every situation for every Participant. This general explanation does not change or expand or otherwise interpret the terms of the Plan. Your rights can be determined only by referring to the full text of the Plan. Therefore, in the event of any difference between this SPD and the actual provisions of the Plan Document, the Plan Document will govern. Full details concerning the Plan are stated in the Plan Document, which is available from the Administrative Manager (also called the "Fund Office" in this document) or from the Human Resources Department of the American Federation of Government Employees ("AFGE") National Headquarters located at 80 F Street, NW, Washington, DC 20001. If you have trouble understanding any part of this material, call or write the Administrative Manager. You will be notified of any material changes to the SPD as required by law.

Please remember that no one other than the Administrative Manager can verify your benefits. Do not rely upon any statement regarding benefits under the Plan made by AFGE, your Union agent or other Employees.

The Fund's Pension Committee will continue its efforts to provide you with the best benefits possible from the assets available so your retirement can be long, enjoyable, and secure.

Sincerely,

The Pension Committee

Contents

FACTS ABOUT THE PLAN

Name of Plan: American Federation of Government Employees Pension Plan

Plan Sponsor: American Federation of Government Employees, AFL-CIO
80 F Street, NW
Washington, DC 20001

Plan Sponsor's Employer Identification Number: 53-0025740

Plan Number: 001

Plan Administrator: The Pension Committee

Plan Year: January 1 through December 31

Type of Plan: Defined Benefit Plan

Contributions to the Plan: AFGE makes the contributions, determined in consultation with the Plan's actuary, to fund the Plan in accordance with ERISA's funding requirements. Prior to January 8, 1984, the Plan accepted contributions made by individual Participants under certain circumstances. Beginning on January 8, 1984, all contributions are made by AFGE.

Collective Bargaining Agreements: This Plan is maintained pursuant to collective bargaining agreements between AFGE and several unions that represent AFGE Employees. You can obtain a copy of these agreements by written request from the Fund Office and they may be examined at the Human Resources Department of AFGE National Headquarters located at 80 F Street, NW, Washington, DC 20001. A complete list of the employers and employee organizations sponsoring the Plan may also be examined at the AFGE National Headquarters. A Participant or Beneficiary may obtain a copy of this list for a reasonable charge by writing to the Pension Committee. In addition, upon written request to the Fund Office, a Participant or Beneficiary may obtain information as to whether a particular employer or employee organization is a sponsor and the Fund Office will furnish the sponsor's address to the Participant or the Beneficiary.

Right to Terminate or Amend: AFGE reserves the right to permanently discontinue contributions to the Plan or to terminate the Plan, consistent with the terms of any collective bargaining agreement(s) and applicable law. If the Plan is terminated or if contributions are discontinued, AFGE will allocate Plan assets among Participants in the order of priority established by the Plan and consistent with legal requirements. If you are affected by a Plan termination, your right to benefits accrued as of the date of termination are non-forfeitable to the extent they are funded. No assets contributed to the Plan may revert back to AFGE or be used for or diverted to purposes other than for the benefit of Participants and Beneficiaries, prior to satisfaction of all liabilities under the Plan. The Pension Committee may also change the Plan or eliminate benefits as long as such action is consistent with federal law.

Assets of the Fund: The assets of the Fund are held in a Trust administered by the Pension Committee. The Pension Committee, in its discretion, delegates management of Fund assets to a professional investment manager or managers with the advice of an investment consultant.

Administrative Manager: The Pension Committee employs a professional firm specializing in the administration of pension funds to perform the day to day administration of the Plan and to maintain necessary records of Participants and to answer questions about the Plan. The Administrative Manager, referred to through this SPD as the "Fund Office," is:

Associated Administrators, LLC

911 Ridgebrook Road
Sparks, MD 21152-9451

8400 Corporate Drive
Suite 430
Landover, MD 20785-2361
(888) 636-AFGE (2343)

The Fund Office's office hours are 8:30 a.m. to 4:30 p.m.

Agent for Legal Process: Legal process may be served on any Pension Committee member, or Associated Administrators, LLC at: AFGE Pension Fund, 911 Ridgebrook Road, Sparks, MD 21152-9451.

Pension Committee: There are five Members who together act as the Pension Committee. They are chosen by representative groups as follows:

Group	**Method of Selection**
National Executive Council	Appointed
National Executive Council	Appointed
Non-Represented Employees	Elected
FNR/CWA Local 2385	Appointed
OPEIU Local 2	Appointed

The Pension Committee as of January 1, 2022 is:

Cathie McQuiston (Chairperson)
Deputy General Counsel
AFGE, AFL-CIO
80 F Street NW
Washington, DC 20001

Tina Latiker
President, CWA Local 2385
AFGE, AFL-CIO
6550 Phelan Blvd. #258L
Beaumont, TX 77706

Everett Kelley
National President
AFGE, AFL-CIO
80 F Street NW
Washington, DC 20001

Hampton Stennis
Assistant General Counsel
AFGE, AFL-CIO
80 F Street NW
Washington, DC 20001

Eric Bunn
National Secretary-Treasurer
AFGE, AFL-CIO
80 F Street NW
Washington, DC 20001

The Pension Committee has the power and sole discretion to interpret, apply, construe and amend the provisions of the Plan and make all factual determinations regarding the construction, interpretation and application of the Plan. The decision of the Pension Committee is final and binding.

You may contact the Pension Committee at the following address:

Pension Committee
AFGE Pension Fund
8400 Corporate Drive, Ste. 430
Landover, MD 20785-2361
(888) 636-AFGE (2343)

Basic Financial Operations: The basic financial records of the Plan and Trust are maintained on a fiscal year ending December 31. The Pension Committee meets regularly with the Fund's actuary and other advisers to review anticipated Employer contributions, investment income, benefit payments, and Fund expenses. These reviews are carried out in order to ensure that the financial operation of the Fund is sound for both the short and the long run, so that benefits can be paid and the funding requirements of ERISA met. Plan assets are held without allocation among Participants. Participants do not have any right to Plan assets prior to distribution of benefits. Plan assets are used to provide Plan benefits and to pay administrative expenses in the operation of the Plan. The financial operations of the Fund are audited annually by an independent firm of certified public accountants.

PLAN HIGHLIGHTS

Benefit	Requirements
Normal Retirement	Your Normal Retirement Date is the later of your 60th birthday or the fifth anniversary of your Employment. The basic formula for determining your monthly pension amount is 1.75% of the average of your highest three consecutive years of Compensation multiplied by the number of your years of Benefit Service, divided by 12.
Early Retirement	Your Early Retirement Date is the earlier of (i) the later of your 55th birthday or your fifth anniversary of Employment, or (ii) your Termination of Employment. If your Early Retirement Date is on or after your 55th birthday, your Early Retirement Benefit will be equal to your Normal Retirement Benefit, reduced by ¼% for each month by which the starting date of your monthly benefit precedes your Normal Retirement Date (3% per year reduction). If you retire before your 55th birthday, your monthly benefit will be reduced, but by no more than ¼% per month, to be Actuarially Equivalent to a benefit starting at your Normal Retirement Date.
Disability Retirement	You qualify for a Disability Retirement if you become Totally and Permanently Disabled while employed by AFGE, as determined by your qualification for Social Security disability benefits, and you have reached the 5th anniversary of your Date of Employment.
Deferred Vested Pension	Benefits are 100% vested upon your completion of five Years of Service. If you completed an Hour of Service before January 15, 2005, you are 100% vested upon your completion of two Years of Service. If your Employment terminates thereafter, you will be entitled to a pension.
Pre-Retirement Death Benefit	If you are single, the balance of your Employee Contributions made before January 8, 1984, if any, with interest, is payable to your Beneficiary when you die. If you are married and vested at death, your surviving Spouse will receive a monthly benefit for life equal to ½ of the amount you would have received under the fixed lifetime annuity with 120 payments guaranteed, for the remainder of your Spouse's life. (See "Forms of Benefit Payment," for a description of the Joint & Survivor Benefit).

DEFINITIONS

The following are explanations of some of the terms that are used in this SPD to describe the Pension Plan. The text of the complete Plan, which is available from the Fund Office, contains the actual legal definitions of these and other terms that govern the operation of the Pension Plan. The SPD is not intended as a definitive or binding interpretation of any of the terms of other provisions contained in the Plan, and does not in any way alter, amend or supersede the text of the Plan.

Actuarial Equivalent means, when comparing a benefit differing in time, period, or manner of payment from another benefit, having the same value. The Plan contains the interest rate and mortality assumptions used in determining Actuarial Equivalent.

Annuity Starting Date is the first day of the first calendar month after you have fulfilled all the conditions for entitlement to benefits, including the filing of a completed application.

Beneficiary means a person entitled to benefits under the Plan rules upon the death of a Participant.

Benefit Service means the credit given for periods of Employment with AFGE after you become a Participant in the Plan.

Compensation means all AFGE payments made to or for you for services rendered during the applicable calendar year, including salary, overtime, in-town per diem, bonuses, and car allowance, but excluding travel allowances, mileage, meal allowances, or any flat per diem, non-cash payments, or AFGE contributions to this or any other pension or welfare plan or arrangement. Effective January 9, 2014, Compensation taken into account for calculation of an Employee’s pension benefit does not include any lump sum payments made to the Employee pursuant to a lump sum buyout of the Employee by AFGE. Effective January 1, 2015, Compensation taken into account for calculation of an Employee’s pension benefit does not include professional commissions of any type. Your Compensation taken into account for pension calculation in any year may not exceed the maximum amount allowed by law, which generally is adjusted every year ($305,000 in 2022). Your Compensation is not reduced because you make salary reduction contributions to a Section 125, 401(k), 457 or 132(f) plan that is not included in your taxable income for the year.

Date of Employment is the date you first perform an Hour of Service with AFGE.

ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time.

Employee means an individual currently employed by AFGE on a salaried or hourly basis whose Compensation constitutes wages for Social Security and withholding tax purposes. This does not include, for purposes of this Plan, an AFGE Employee for whom AFGE makes contributions to any other retirement plan or arrangement, as long as those contributions continue. In addition, any individual in the position of “intern” is not an Employee for purposes of this Plan.

Employee Contributions means the total of all required Employee Contributions made by the Participant prior to January 8, 1984, plus interest accumulated under the terms of the Plan, until the Participant’s date of death, Termination of Employment, or retirement.

Employer or AFGE means the American Federation of Government Employees, AFL-CIO.

Employment means Employment by AFGE on a salaried or hourly basis in a position for which AFGE is obligated to make contributions to this Plan.

Employment Year means a 12-month period beginning on your Date of Employment or on any anniversary of that Date. In the case of a terminated Employee who is rehired following a One Year Break in Service, Employment Year means the 12-month period beginning on the Employee's most recent Date of Employment or on any anniversary of that Date.

Hour of Service generally means:

- an hour for which you are paid, or entitled to payment by AFGE for the performance of duties;
- an hour for which, although no duties were performed, you are paid, or entitled to payment by AFGE, for instance, vacations, paid holidays, illness, layoff, jury duty or leave of absence; and
- an hour for which back pay is awarded or agreed to by AFGE. Of course, if you receive credit for an Hour of Service under this paragraph, you may not receive credit for the same hour under the two paragraphs above.

Hours of Service are credited at the rate of the normal work week in effect at your work location, or at such other rate as required by law. For periods prior to August 1, 2013, Hours of Service are credited for AFGE unpaid approved leaves of absence provided the leave is for illness, maternity or paternity, injury, temporary reduction in work force, education, government service, or similar circumstances, and you return to AFGE within two years. Effective on and after August 1, 2013, you will not be credited with Hours of Service for any unpaid leaves of absence, except as required by law, such as for certain periods of military service. (See Military Service paragraph under the "Your Participation" section).

Participant means an Employee who has satisfied the requirements to participate in the Plan and any former Employee who has not yet received distribution of all benefits to which he or she is entitled.

Plan Year means the calendar year, from January 1st to December 31st of each year.

QDRO means a Qualified Domestic Relations Order within the meaning of ERISA.

Termination of Employment means the cessation of your service with AFGE except for retirement or allowable interruptions of Employment during which you continue to be credited with Hours of Service under the terms of the Plan.

Totally and Permanently Disabled means that you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, as determined by your qualification for Social Security disability benefits.

Vested means that you have a non-forfeitable right to receive a benefit, even if you no longer work with AFGE. You are vested after earning five Years of Service, if you first earned an Hour of Service for AFGE on or after January 15, 2005 and after earning two Years of Service, if you had an Hour of Service with AFGE before that date.

Year of Service means a calendar year during which you complete 1,000 Hours of Service.

YOUR PARTICIPATION

If you were an AFGE Employee before January 15, 2005, you will become a Participant in the Plan on the second anniversary of your Date of Employment. However, if you fail to complete at least 1,000 Hours of Service during your first year working as an AFGE Employee and you do not complete at least 1,000 Hours of Service during your second year working as an AFGE Employee either, you will become a Participant on the January 1st following the year in which you first complete one Year of Service. An Hour of Service and a Year of Service are defined in the previous section. For example, if you performed your first Hour of Service as an AFGE Employee on March 2, 2004, you generally became a Participant in the Pension Plan on March 2, 2006 if you were working a normal full time schedule. This would be "the second anniversary of your Date of Employment."

If you first perform an Hour of Service for AFGE on or after January 15, 2005, you will become a Participant in the Plan on January 1st of the year following the year in which you first complete one Year of Service (unless applicable law requires earlier commencement of participation). Once you become a Participant in the Plan, you are considered to have been a Participant back to your Date of Employment. Generally, you stop being a Participant in the Plan when you terminate Employment.

For example, if you performed your first Hour of Service as an AFGE Employee on March 2, 2019 and you did not work 1,000 hours from March 2, 2019 through December 31, 2019 or from March 2, 2019 through March 1, 2020, but you did work 1,000 hours during January 1 through December 31, 2020, you will become a Participant as of January 1, 2022, which is the January 1st following the year in which you first completed 1,000 Hours of Service, and you will be considered a Participant back to your Date of Employment on March 2, 2019.

Note for Part Timers:
A part time Employee is someone working less than 1,800 hours a year. Because you need 1,000 Hours of Service to be credited with one Year of Service, an Employee who works a part time schedule of 1,000 or more hours a year will be credited with one Year of Service.

Vesting
If you first performed an Hour of Service before January 15, 2005, you will be fully Vested with a non-forfeitable right to a benefit based on your Benefit Service after you complete two Years of Service with AFGE. If you first perform an Hour of Service for AFGE on or after January 15, 2005, you will be fully Vested with a non-forfeitable right to a benefit based on your Benefit Service after you complete five Years of Service with AFGE.

Break in Service
You will have a one year Break in Service if you do not complete 500 Hours of Service in either a calendar year (if you have already become a Participant in the Plan), or your Employment Year (if you are not yet a Participant in the Plan). If you have a number of consecutive one year Breaks in Service before you are Vested ***that equal or exceed the greater of five or the number of your years of Benefit Service earned before your absence from Employment,*** you lose your credit for time prior to the Break in Service. If you have a Break in Service after you are Vested, you will not forfeit prior Benefit Service or lose your Vested status, but you will not earn Benefit Service for any year in which you do not complete 1,000 Hours of Service.

For periods prior to August 1, 2013, you will be credited with Hours of Service for an AFGE approved unpaid leave of absence, provided the leave is for illness, paternity or maternity, injury, temporary reduction in workforce, education, government service, or similar circumstance, provided you return to work within two years. For unpaid leave commencing on or after August 1, 2013, you will not earn Hours of Service under the Plan for unpaid leaves of absence, except to the extent required by law.

Service Credit to Prevent Break in Service

You will also be credited with up to 501 Hours of Service for the hours actually missed and solely to prevent a One-Year Break in Service for any absence from work beginning after December 31, 1986 for the following reasons:

- pregnancy of the Participant;
- birth or adoption of a child by the Participant; or
- care of a Participant's child immediately after birth or adoption.

To the extent required by law, for the purpose of determining whether a One-Year Break in Service has occurred, you will receive credit for up to 501 Hours of Service if you are absent from work for leave under the Family Medical Leave Act of 1993.

Hours of Service credited to you for the reasons explained above are credited upon re-Employment at the annual rate equal to your Hours of Service for the 12-month period immediately preceding the leave.

Military Service

The Uniformed Services Employment and Reemployment Rights Act ("USERRA") provides reemployment rights and benefits and protection from discrimination if you, either by induction or as a volunteer, entered military service in any branch of the uniformed forces of the United States. If you satisfy the conditions for protection under USERRA, you will be credited with Hours of Service for all purposes under the Plan, including vesting and Benefit Service.

To be entitled to pension benefits for your military service under USERRA, you must:

1. be absent from Employment with AFGE because of your military service;
2. give advance notice of your service to AFGE, unless notice is prevented by military necessity or otherwise is impossible or unreasonable to give under the circumstances;
3. be absent for military service for five years or less, unless extended service is required as part of your initial period of obligation or your service is involuntarily extended, such as during a war;
4. apply for a job with AFGE within the requisite time period; and
5. receive an honorable discharge or satisfactorily complete military service.

If you satisfy these requirements you will receive Years of Service and Benefit Service for any period of military service in accordance with applicable law. For periods of service of less than 31 days or an absence due to a fitness exam, you must report back to Employment not later than the first regularly scheduled work period on the first day after an eight-hour break and after time for travel back home. For periods of service from 31 days to 180 days, you must reapply for Employment within 14 days after military service. For service over 180 days, you must reapply within 90 days after completion of service. These limits may be extended under USERRA in particular circumstances.

Effective January 1, 2007, if you would otherwise qualify for reemployment rights under USERRA, but you are not reemployed due to your death or disability while performing qualified military service, you will be treated as having returned to Employment on the day before your death and then having terminated Employment on the date of your death, for the purpose of vesting under the Plan.

HOW BENEFITS ARE CALCULATED

Basic Formula

The basic formula for determining your pension amount is 1.75% of the average of your highest three consecutive years of Compensation multiplied by the number of your years of Benefit Service. This number will be your annual benefit at your Normal Retirement Date and is divided by 12 and paid to you monthly, unless you elect another form of payment. Compensation means all AFGE payments made to or for you for services rendered during the Plan Year, as defined in the “Definitions” section.

> **Example:** You retire with 14 years of Benefit Service at your Normal Retirement Date. Your three highest consecutive years of Compensation were 2019, 2020 and 2021, for which you were compensated $45,000, $47,500, and $50,000 respectively. Your monthly benefit would be determined as follows:
>
> Average high three years of Compensation: The sum of ($45,000+$47,500+$50,000) divided by 3 = $47,500 (high three average)
>
> Multiplied by 1.75% times high three average of $47,500 = $831.25
>
> Multiplied by Years of Benefit Service: $831.25 x 14 = $11,637.50 annual benefit
>
> Monthly benefit (annual benefit of $11,637.50 divided by 12 months) = $969.79

Full Time Benefit Service

As long as you are Vested and you are a full-time Employee, you are credited with Benefit Service (service which counts in the calculation of your pension benefit) from your Date of Employment to the last day of the month before your Termination of Employment, plus unused sick leave and annual leave. You will not be credited with time prior to a Break in Service if not allowable under the Break in Service rules (see previous discussion), nor will you be credited with any Years of Service which were Break in Service years. Years of Service before January 8, 1984 during which you did not make Employee Contributions also do not count.

Part Time Benefit Service

Each year of Benefit Service for part-time Employees is determined in the same manner as for full-time Employees for each year in which the part-time Employee has earned 1,000 Hours of Service. For each year in which the part-time Employee has not earned 1,000 Hours of Service, each year of Benefit Service is prorated based on the total number of Hours of Service credited to the part-time Employee for that year, with 1800 Hours of Service equal to one full year of Benefit Service.

Employee Contributions

If you were a Participant on or before January 7, 1984, you were required to make Employee Contributions to the Plan using your own money, and these contributions have been credited with interest under the Plan. Your Employee Contributions plus interest are payable to you as part of the Modified Cash Refund, unless a different form of benefit is elected.

TYPES OF PENSIONS

To receive any benefit under the Plan, you must be Vested and you must meet the other requirements of the type of benefit you are electing. These requirements for the Normal Retirement, Early Retirement and Disability Retirement Benefits are described below.

Normal Retirement

Your Normal Retirement Date is the later of your 60th birthday or fifth anniversary of your Date of Employment. Your benefit will be calculated as described under the "Basic Formula" paragraph in the previous section.

You do not have to retire on your Normal Retirement Date. If you continue working in Employment beyond your Normal Retirement Date, your continued service will be credited for pension purposes, unless you reach the maximum limits allowable under the law. When you continue to work in Employment after your Normal Retirement Date, your monthly retirement benefit is considered suspended, as described under "Return to AFGE Employment after Employment" in the "Other Important Information" section and your monthly pension amount will not be actuarially adjusted to reflect the period of Employment that you continue to work after your Normal Retirement Date. If you choose to defer your retirement, your pension will begin on the first of the month following the date you complete the pension application process, and after your Termination of Employment.

If you defer your retirement to a date later than your Normal Retirement Date and after you leave Employment, your pension amount will be adjusted to reflect the delay after your Termination of Employment, so that your pension amount is the actuarial equivalent of the pension that could have been paid from your Normal Retirement Date, or the date you left Employment, if later. Alternatively, if you defer your retirement to a date later than your Normal Retirement Date and after you leave Employment, you can also elect to receive your pension, with interest, once you have applied, retroactive to your Normal Retirement Date, or the date you left Employment, if later. If these rules apply to you at retirement, the Administrative Manager will provide you with information on your options.

Special rules apply if you reached age 70½ **before** January 1, 1999 and are still working. In that case, federal law requires that you receive minimal distributions from the Fund even if you were still working, starting on April 1st of the calendar year following the calendar year in which you attained age 70½. After January 1, 1999, you can elect to stop these payments until you retire.

If you reach age 70½ on or after January 1, 2020, your pension must begin to be paid to you no later than the April 1 of the year following the later of the year you reach age 72 or the year you terminate Employment.

Early Retirement

Your Early Retirement Date is the earlier of (1) your 55th birthday or your fifth anniversary of Employment, if later, or (2) your Termination of Employment.

If your Early Retirement Date is on or after your 55th birthday, the benefit is calculated as described under the "Basic Formula", except that the benefit is reduced by ¼% for each month by which the starting date of your monthly benefit precedes your Normal Retirement Date.

> **Example:** You retire at age 59 with 14 years of Benefit Service. Your "Normal Retirement" pension amount as shown under the "Basic Formula" would be $969.79 per month.

However, you are retiring exactly 12 months prior to age 60, your Normal Retirement Date. Your benefit would be reduced ¼% for each month, or 3% for the year ($969.79 X .03 = $29.09). Therefore, your monthly benefit would be reduced by $29.09, and would be $940.70.

If you retire before your 55th birthday, your monthly benefit will be reduced in the same manner, but no more than ¼% per month, in order to be Actuarially Equivalent to the benefit you would have received at your Normal Retirement Date.

If you defer your retirement to a date later than your Early Retirement Date and after you leave Employment, you can also elect to receive your pension retroactive with interest once you have applied. If these rules apply to you at retirement, the Administrative Manager will provide you with information on your options.

Disability Retirement
If you have reached the fifth anniversary of your Date of Employment, and you become Totally and Permanently Disabled while still employed by AFGE, you are entitled to a Disability Retirement Benefit.

In order to qualify, you must provide evidence to the Pension Committee that you are Totally and Permanently Disabled. You are "Totally and Permanently Disabled" if you qualify for Social Security disability benefits. After you begin receiving Disability Retirement Benefits, the Pension Committee may require you on a yearly basis to provide evidence that you are still Totally and Permanently Disabled. If you refuse to provide evidence of continuing disability, AFGE will discontinue your Disability Retirement Benefit until you comply with the Plan rules. If you don't comply with the Plan's rules for one year, your rights in the Disability Retirement Benefit will cease.

The Disability Pension Benefit is calculated using the "Basic Formula" explained in the previous section, without reduction for your age. It is effective the first day of the month following your Termination of Employment. Your Disability Pension Benefit will terminate if you cease to be Totally and Permanently Disabled at any time prior to your Normal Retirement Date. A Disability Retirement will become a Normal Retirement Benefit on the date you reach your Normal Retirement Date.

FORMS OF BENEFIT PAYMENT UPON RETIREMENT

The following describes the forms of payment available under the Plan. **You may not change your form of payment once benefit payments begin.**

Modified Cash Refund Annuity (Fixed Lifetime Annuity with 120 Payments Guaranteed)
If you are not married, or if you and your Spouse, as defined below, waive the Joint and 50% Survivor Annuity form of pension, you will receive your benefits in the form of a fixed lifetime annuity with 120 payments guaranteed. Under this form, you will receive monthly benefits after retirement for as long as you live. If you die before receiving 120 payments, your Beneficiary (your Spouse, if married, unless your Spouse waives this benefit) will receive the remaining monthly payments until a total of 120 monthly payments have been made by the Fund. If you die after receiving 120 payments, payments will stop upon your death.

Joint and 50% Survivor Annuity
Unless you elect otherwise, if you are married on your Annuity Starting Date or the date your benefit actually commences in certain cases, your monthly benefit will automatically be paid as a Joint and 50% Survivor Annuity. This form provides a monthly benefit to you after retirement for as long as you live. After your death, if your Spouse is living, he or she will receive a monthly benefit for the rest of his or her life.

Generally, “Spouse” means a spouse, including any person of the same sex to whom you are legally married under the laws of the state in which the marriage was performed, who has been married to you throughout one year preceding the earlier of your death or your Annuity Starting Date. However, if you apply for a benefit and your benefit is paid retroactive to a date before your benefit application, the person to whom you are married on the date your benefit commences will be treated as your Spouse, as long as you are married for one year. To the extent provided in a QDRO, your former Spouse may be treated as your Spouse.

If you have a same sex partner to whom you are legally joined in a licensed civil union under applicable state law, your partner will be treated as your Spouse for all purposes under the Plan, until you provide written notice to the Plan that your civil union has been dissolved under applicable state law.

Under the Joint and 50% Survivor Annuity, the monthly benefit you would have received under the fixed lifetime annuity with 120 payments guaranteed will be reduced by the Plan’s actuarial factors, but by no more than 10%. After your death, your Spouse will receive 50% of the unreduced amount that you would have received under the fixed lifetime annuity with 120 payments guaranteed, for the remainder of your Spouse’s life.

Example: If your monthly benefit is $969.79 under the fixed lifetime annuity with 120 payments guaranteed normal form, it would be reduced by 10% under the Plan’s actuarial factors to $872.81 to provide for the spousal benefit. This will be payable to you until you die. Then half of the unreduced amount, or $484.90 (50% of $969.79), will be payable to your Spouse until your Spouse dies.

Note: The actuarial assumptions used to calculate the amount of the reduction are described in the Plan Document. Since the reductions may vary from one case to another, the Fund Office will furnish you with the actual figures based on the facts that apply to you.

Rejecting the Joint and 50% Survivor Annuity
If you and your Spouse do not want your pension provided in the Joint and 50% Survivor Annuity form, you and your Spouse must reject this form of payment by completing a special election and consent form and filing it with the Fund Office at any time within the 180-day election period before your Annuity Starting Date. Your Spouse's consent must be in writing, witnessed by a notary public, and it must acknowledge the effect of the election, the form of benefit you elected and the designation of a Beneficiary, if any, who is not your Spouse. If your Spouse is legally incompetent to give consent, your Spouse's legal guardian (even if you are the guardian) may give consent. Any consent will be valid only with respect to the Spouse who signs the consent, or on whose behalf the consent is signed.

If you establish to the satisfaction of the Pension Committee that your Spouse's consent cannot be obtained because you have no Spouse or your Spouse cannot be located, spousal consent is not required. Also, if you are legally separated or have been abandoned (within the meaning of the law in your state of residence) and you have a court order to that effect, spousal consent is not required unless a QDRO provides otherwise.

You may revoke a prior decision to waive the Joint and 50% Survivor Annuity without the consent of your Spouse at any time before your benefit commences. That means that you will receive a Joint and 50% Survivor Annuity. The number of revocations is unlimited before your benefit commences. Any new waiver will require a new spousal consent.

If you and your Spouse reject the Joint and 50% Survivor Annuity, you will receive your benefit in the form of a fixed lifetime annuity with 120 payments guaranteed, unless you elect a different form under the Plan. If you change your minds and want the Joint and 50% Survivor Annuity, you can do this by filing another election form with the Pension Committee before your benefit payments begin.

Optional 75% Survivor Annuity
If you are married, you can elect to receive your monthly benefit in the form of a qualified 75% optional survivor annuity ("QOSA").

Under this form, the monthly benefit you would have received under the fixed lifetime annuity with 120 payments guaranteed will be reduced by a factor that reflects the ages of you and your Spouse. After your death, your Spouse will receive 75% of the monthly benefit that you were receiving, for the remainder of your Spouse's life.

> **Example:** If you retire in 2022 and you're age 60 and your Spouse is age 58 and your monthly benefit is $1,000.00 under the fixed lifetime annuity with 120 payments guaranteed normal form, it would be reduced by 8.21% to $917.90 to provide for the 75% spousal benefit. This will be payable until you die. Then 75% of your monthly benefit, or $688.43, will be payable to your Spouse until your Spouse dies.

Lump Sum Cash-Out
You also may receive distribution of the value of your vested benefit in a lump sum cash payment. You must request a distribution of your benefit. If you are married, and the value of your benefit exceeds $5,000, you and your Spouse must waive the Joint & 50% Survivor Annuity as described above. The actuarial assumptions used in the calculation of the value of your benefit in a lump sum are described in the Plan Document.

If the total present value of your vested benefit is less than $5,000 when you apply to begin benefits, your benefit will be available only as a lump sum and no other benefit form will be payable under the Plan.

If you have received a lump sum cash-out and you re-enter Employment with AFGE, you may pay back the cash-out amount with interest in order to restore your Vesting Service and Benefit Service for the previous period of Employment as if no cash-out had occurred. If you do not pay back the cash-out amount, your service prior to re-Employment will not count for any purpose later on.

Rollover Distributions
A lump sum is payable all at once, and generally it is an "eligible rollover distribution." This means that, in general, you may elect to have your lump sum distribution paid directly to an eligible retirement plan specified by you. An "eligible retirement plan" is another qualified retirement plan, such as an individual retirement account ("IRA") or Roth IRA that will accept an eligible rollover distribution from this Plan. You Spouse and your non-Spouse Beneficiaries, such as your child or sibling, may also rollover any eligible rollover distribution from the Plan to an eligible retirement plan. If you do not elect to rollover your lump sum to an eligible retirement plan, the Fund must withhold 20% of your distribution as federal income tax. If you elect a lump sum upon retirement, you will receive detailed information about how the rollover rules apply to your lump sum, the procedures for rolling it over to an eligible retirement plan, and the tax treatment of the distribution. Please note that special rules apply to a rollover made by a Beneficiary who is not a Spouse under the Plan. You should consult with a tax advisor regarding the tax implications of a distribution and rollover options.

Designation of Beneficiary
You may file a designation of Beneficiary with the Fund Office at any time. If you have a Spouse, a designation of anyone other than your Spouse is not effective unless your Spouse consents to the designation in writing before a notary public. A Beneficiary designation by a married Participant of anyone but your Spouse is automatically cancelled when you become eligible for an Early Retirement Benefit, and you must complete a new Beneficiary designation at that time. You may designate your Beneficiary, and may change the designation, by completing a new beneficiary card and submitting it to the Fund Office. The designation or change will become effective only when it is entered on the Fund's records, as long as the Fund has not made payment or taken other action before the entry was made. The consent of the Beneficiary is not required for any change of Beneficiary. If no Beneficiary has been designated or if your Beneficiary is not alive when you die, then the Fund will pay any benefits to your first survivor in the following successive classes: Spouse, children, parents, brothers and sisters and then to your estate. If there is more than one survivor in the class in which the payment is being made, the payment will be distributed in equal shares to all survivors within that class.

A Beneficiary also may be designated in an entered court order, if the order contains a clear designation of rights. The designation will become effective only when it is entered on the Fund's records, as long as the Fund has not made payment or taken other action before the entry on its records was made. A Beneficiary designation in a court order meeting these requirements will govern over any prior or subsequent conflicting census card that is filed with the Fund Office.

A Beneficiary may waive his or her rights as a Beneficiary under the Plan in an entered court order, provided that such order contains a clear waiver of rights. The waiver will become effective only when it is entered on the Fund's records, as long as the Fund has not made payment or taken other action before the entry on its records was made. A waiver in a court order meeting the above requirements will govern over any prior conflicting census card that has been filed with the Fund Office. If a court order meeting the above requirements contains a waiver of rights by the Beneficiary on file with the Fund Office, and you subsequently die without naming a new Beneficiary, then the Fund will pay any benefits as if no Beneficiary has been designated, in the manner described above.

DEATH BENEFITS

Pre-Retirement Survivor Annuity

If you are married and you die before your pension benefit commences, but after you are Vested, your Spouse is entitled to a Pre-Retirement Survivor Annuity. Your Spouse will receive a monthly benefit for his or her lifetime equal to 50% of the monthly benefit you would have received if you had retired on the day preceding your death and elected a fixed lifetime annuity with 120 payments guaranteed. Benefits for your Spouse can begin on the later of first of the month 60 days after your death, unless your Spouse elects otherwise, or the first day of the month following the date you would have attained your Early Retirement Date.

If you die before your pension commences, do not have a surviving spouse and have not made any Employee Contributions to the Plan, no benefits will be paid to your heirs or anyone else.

Your surviving Spouse has the right to delay receiving survivor benefits until a future date, but not later than the later of: (1) the December 31^{st} of the calendar year immediately following the calendar year in which you died; or (2) the December 31^{st} of the calendar year in which you would have attained age 72 if you would have reached age 70½ on or after January 1, 2020. If your surviving Spouse chooses to delay receiving benefits, the amount he or she ultimately receives will be actuarially adjusted to take such delay into account.

Refund of Contributions

If you were a Participant on or before January 7, 1984, and you die prior to retirement and you do not have a Spouse, the balance of any Employee Contributions you made as an Employee are immediately payable to your Beneficiary. If you have not made any Employee Contributions to the Plan, there is no refund available to be paid to your Beneficiary or anyone else.

OTHER IMPORTANT INFORMATION

Maximum Limitation on Benefits
There are limitations on your annual benefit amount under the Internal Revenue Code. Even if you are eligible for one of the benefits described above, certain limitations may apply that will affect your pension payments. Your yearly benefit payable under the Plan and all other defined benefit plans maintained by AFGE cannot exceed the maximums under the law.

The law also requires that if the Plan should become "top heavy" (under special IRS rules), an additional minimum benefit formula would apply to all or part of your pension. There also are special rules that may limit your right to receive a lump sum benefit if you are one of the 25 highest paid Participants, to the extent required by law. The Fund Office will notify you when you apply for benefits if you will be affected by this rule.

While you are actively working, the Fund Office will send you an estimate of your pension amount each year. This will generally arrive in the first quarter of the year. If you disagree with the amount shown on the estimate, it is important that you contact the Fund Office right away.

Returning to AFGE Employment after Retirement
If you go back to work for AFGE after retiring and work less than 1,000 Hours of Service a year, there will be no effect on your benefits and you will not earn additional Benefit Service.

If you go back to work for AFGE after retiring, and work for 1,000 or more Hours of Service a year, you may choose either:

1. To have your monthly retirement benefit suspended and to earn additional Benefit Service, or
2. To have your monthly benefit continue and to earn no additional Benefit Service, as long as the value of the pension benefit that you are receiving exceeds the value of the pension benefit that you would earn based on the additional Benefit Service for your Employment after retirement. If you earn any additional Benefit Service during your re-Employment, you may select a new form of benefit payment for the additional Benefit Service that you earn during your re-Employment.

If your monthly benefit is suspended, special rules will apply to your Employee Contributions, if you have not received them in a lump sum.

If your benefit is suspended, any election of an optional benefit (a fixed lifetime annuity if you are married) will be void.

You must keep the Fund Office informed of your Employment status with AFGE after retirement.

Anti-Alienation
Generally, your Vested benefit may not be alienated. This means that your Vested benefit may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your Vested benefit. Your Vested benefit is not subject to attachment or execution under any judgment or decree of a court. There is an exception to this rule for QDROs and federal tax levies.

Your pension payments will be made directly to you and to no other person. You may not borrow against your pension or use it as security for a loan. However, the Plan allows you to make a voluntary assignment of some or all of your pension benefit in order to pay for health coverage. For example, if you are receiving a pension and have elected COBRA Continuation Coverage for your health benefits after you retire, you may have the COBRA premium deducted from your monthly pension benefit and paid directly to AFGE to cover your share of your health premiums. You can cancel these assignments at any time. If you want to take advantage of this service, you can contact the Administrative Manager to obtain the necessary forms.

Qualified Domestic Relations Orders (QDROs)
Although generally the Fund will not pay your benefits to a third party, the law and the Plan provide an exception in the case of a Qualified Domestic Relations Order ("QDRO"). ***If you are a party to a QDRO, you should provide a copy of the QDRO to the Fund Office as soon as it is entered by the court. The Fund Office also strongly recommends that you send a copy of any draft QDRO to the Fund Office for review before it is entered by a court. The Fund Office will review the draft order and tell you whether the Fund would honor the order as a QDRO. This step will save you money and time.***

When the Fund Office receives any judgment, decree, or order (including approval of a property settlement agreement) that requires the Plan to pay benefits to an Alternate Payee, as defined below, pursuant to a state domestic relations law, the Plan will notify the Participant and the Alternate Payee of the receipt of that judgment and the procedures for determining whether it is a QDRO.

An Alternate Payee means any Spouse, former Spouse, child, or other dependent of a Participant recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under the Plan. To the extent provided in any QDRO, the former Spouse of a Participant can be treated as the surviving Spouse for purposes of the Joint and 50% Survivor Annuity and Pre-Retirement Surviving Spouse Annuity if the former Spouse and Participant were married for at least one year as of the date of divorce.

Under the Fund's QDRO Procedures, the Plan will honor the judgment as a QDRO if it is entered by a court and meets the following requirements:

1. It must relate to the provision of child support, alimony, or marital property rights to a Spouse, former Spouse, child, or other dependent of a Participant, and must be made pursuant to a state domestic relations law.
2. It must clearly specify the name and last known address of the Participant and the mailing address of each Alternate Payee covered by the order. (An order will not be treated as failing to be a qualified order merely because it does not specify the current mailing address of the Participant only if the Plan has reason to know the address independently of the order.)
3. It must specify the amount of percentage of the Participant's benefits to be paid by the Plan to the Alternate Payee, or the manner in which the amount is to be determined.
4. It must specify the number of payments or period to which the order applies, and each plan to which the order applies.

If you have any questions about a QDRO or would like a free copy of the Fund's QDRO procedures, please contact the Fund Office.

Overpayments
If the Plan pays benefits to which you, your Spouse, Alternate Payee, Beneficiary or other recipient are not entitled or pays benefits in an amount greater than the benefits to which you,

your Spouse, Alternate Payee, Beneficiary or other recipient are entitled, the Plan has the right to recover such benefit payments by offsetting future benefits otherwise payable by the Fund to you, your Spouse, your Alternate Payee, or your Beneficiary, to the extent permitted under law. For example, if you received the overpayment as the Plan Participant, the Plan may offset the future benefits payable by the Plan to you and to your Spouse or Beneficiary after your death. If the Plan made the overpayment to your former Spouse as required by a QDRO, the Plan may recover the overpayment from you and/or your former Spouse. If you die before the Plan recoups the full amount of the overpayment, then the Plan will deduct the remaining amount of the overpayment from any uninsured death benefit or joint and survivor benefit otherwise payable to your Spouse or Beneficiary.

The Plan shall have a constructive trust, lien and/or an equitable lien by agreement in favor of the Plan on any overpayment, including amounts held by a third party, such as an attorney. Any such amount will be deemed to be held in trust by you, your Spouse, Alternate Payee, Beneficiary or third party for the benefit of the Plan until paid to the Plan. By accepting benefits from the Plan, you, your Spouse, Alternate Payee, and Beneficiary agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Plan exists with regard to any overpayment. You, your Spouse, Alternate Payee, and Beneficiary agree to cooperate with the Plan by reimbursing all amounts due and agree to be liable to the Plan for all of its costs and expenses, including attorneys' fees and costs, related to the collection of any overpayment and agree to pay interest at the rate determined by the Pension Committee from the date of the overpayment through the date that the Plan is paid the full amount owed.

Any refusal by you, your Spouse, Beneficiary or Alternate Payee to reimburse the Plan for an overpayment will be considered a breach of your agreement with the Plan that the Plan will provide the benefits available under the Plan in exchange for you complying with the rules of the Plan. Further, by accepting benefits from the Plan, you and your Spouse, Beneficiary and Alternate Payee affirmatively waive any defenses you may have in any action by the Plan to recover overpayments or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

In addition to its right to recover overpayments by offset, the Plan also has the right to recover overpayments by pursuing legal action against the party to whom the benefits were paid or the party on whose behalf they were paid, including their estate. In that event, the party to whom benefits were paid or the party on whose behalf they were paid shall pay all costs and expenses, including attorneys' fees and costs, incurred by the Plan in connection with the collection of any overpayment or the enforcement of any of the Plan's rights to repayment. By accepting benefits from the Plan, you, your Spouse, Alternate Payee, and Beneficiary agree to waive any applicable statute of limitations defense available to any of you regarding the enforcement of any of the Plan's rights to recoup overpayments. The Plan has a right to file suit against any such party in any state or federal court that has jurisdiction over the Plan's claims.

CLAIMS FILING AND REVIEW

About six months before you would like to retire, please call the Fund Office at (888) 636-AFGE (2343) to advise of the approximate date you would like to retire. If you would like a current estimate of your pension benefit, the Fund Office will send you one.

To get your pension, you must file a claim for benefits under the Plan. The Fund Office will supply you with all the forms and assistance necessary for you to file your claim. Benefits will not begin until a completed pension application is filed and it is determined that you are eligible to receive the benefits. You will be required to submit a birth certificate or other acceptable proof of age and other information necessary to process your claim.

It takes approximately one month from the date all completed paperwork is received for the Fund Office to process your application. You will usually receive your first pension check in the first week of the month following the month after you retire. Example: If you retire on December 3rd, and you complete the application process by December 12th, you will most likely receive your first check in the first week of February. This check will include your pension benefit for January. From then on, you should receive your pension check during the first week of each month. Checks are mailed on the last working day of the month.

Review Procedures for Claims

The Pension Committee will make a determination with respect to an application for benefits within 30 days from the date the application is filed with the Fund Office. If your application for benefits is denied in whole or in part, or if your benefits are reduced or terminated, the Pension Committee will notify you. The notification will be in writing and delivered, by mail or otherwise, to you within 30 days from the date the application is filed (or after your benefits are reduced or terminated). If additional time is required because of special circumstances, the Pension Committee will notify you in writing of the reason for the delay and the date the Fund expects to issue a final decision. A decision will be made with respect to each application no more than 180 days from the date the application is filed.

If the application is denied in whole or in part, the written notification shall set forth, in a manner calculated to be understood by you:

1. The specific reason or reasons for the denial;
2. Specific reference to pertinent provisions of the Plan on which your denial is based;
3. Any additional information necessary to reconsider the application;
4. An explanation of the Plan's claim review and appeal procedures; and
5. A statement that you have the right to bring an action under ERISA if you decide to appeal and that appeal is denied.

Appeal Procedure

If your application for benefits has been denied in whole or in part, within 60 days from the date or the written notification of the denial you may file a written request for review of your application by the Pension Committee. Untimely claims may be accepted upon good cause by a vote of a majority of the Pension Committee. The written request must include all facts regarding the application as well as the reasons you feel the denial was incorrect. The request is considered filed upon its receipt by the Fund Office.

If you file a timely request for review of your application for benefits, you may receive upon request and free of charge, reasonable access to and copies of documents relevant to your application.

You may also submit issues and comments to the reviewer in writing and documents relating to the application.

You may name a representative to act on your behalf. To do so, you must notify the Fund in writing of the representative's name, address and telephone number. You may also, at your own expense, have legal representation at any stage of these review procedures. Neither the Fund nor the Pension Committee will be responsible for paying any legal expenses incurred by you during the course of the appeal.

The Pension Committee, in making its decisions on applications and appeals, will apply the terms of the Plan document and any applicable guidelines, rules, and schedules, and will periodically verify that benefit determinations are made in accordance with such documents, and where appropriate, are applied consistently with respect to similarly situated claimants. The Pension Committee will also take into account all information that you submit.

Not later than 60 days after it receives the written appeal, the Pension Committee will issue a written decision reaffirming, modifying, or setting aside the denial. However, if specific circumstances so dictate, the decision by the Pension Committee may be made within 120 days after receipt of the request for review upon notice of the special circumstances to within the initial 60 day period. The decision on review shall be in writing. If the Pension Committee denies the appeal, the notice of denial will contain the specific reasons for the decision, specific references to the Plan provisions on which the decision was based, notice that you may receive, upon request and free of charge, reasonable access to and copies of all documents and records relevant to the application and a statement of your right to bring a lawsuit under ERISA. Unless otherwise provided by the Plan, a decision by the Pension Committee is final and binding.

If you bring a lawsuit for benefits under the Plan, you must bring that litigation in the United States federal district court in the District of Columbia and you must commence your lawsuit for benefits within three years from the date of the Pension Committee's final decision regarding your appeal for benefits.

In the event that the Pension Committee denies your appeal, you have the right to submit the appeal to arbitration by filing a written request for arbitration with the Pension Committee within 90 days of receipt of the denial as shown on the receipt returned to the Pension Committee by the post office. The arbitration shall be conducted in accordance with the American Arbitration Association ("AAA") rules then prevailing. The Pension Committee will submit copies of the record in the case, including the benefit claim, the reasons for the denial, and the reasons for any Pension Committee denial of the appeal to the AAA, on a written record, after each side has been given the opportunity to submit its position to the arbitrator in writing.

YOUR RIGHTS UNDER ERISA

As a Participant of the American Federation of Government Employees Pension Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The Pension Committee complies fully with this law and encourages you to first seek assistance from the Fund Office when you have questions or problems that involve the Fund.

ERISA provides that all Participants are entitled to:

- Examine, without charge, at the Plan administrator's office and at other specified locations such as union halls and worksites, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the Fund 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 including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and an updated Summary Plan Description. The Plan administrator may make a reasonable charge for the copies.
- Receive a summary of the Fund'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 (the later of your 60th birthday or the fifth anniversary of the date you first performed an Hour of Service with AFGE) 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 the 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 Fund must provide this statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Fund Participants, ERISA imposes duties upon the people responsible for the operation of the Fund. The people who operate your Fund, called fiduciaries, have a duty to do so prudently and in the interest of you and other Fund Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or 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 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 Fund and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Plan administrator to provide the materials and pay you up to $110 per day until you receive them, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Fund's decision or lack thereof, concerning the qualified status of a domestic relations order, you may file suit in federal court. If the Fund fiduciaries misuse the Fund'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 the court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees-- for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Fund Office. 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 phone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.

Pension Benefit Guaranty Corporation Insurance

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. **The maximum benefit that the PBGC guarantees is set by law.** Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) Normal and Early Retirement benefits; (2) Disability benefits if you become disabled before the Plan terminates; 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 for the year in which the Plan terminates; (2) some or all of the benefit increases and new benefits based on Plan provisions which have been in place for fewer than 5 years at the time the Plan terminates or becomes insolvent; (3) benefits that are not vested because you have not worked long enough for the company; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's Normal Retirement Age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain benefits are not guaranteed, you may still receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from the employers.

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, NW, Suite 930, Washington, DC 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.