Chicago and Midwest Regional Pension Fund

Summary Plan Description

2020

If you have any questions about your participation or eligibility for benefits, or about any matter related to trust fund or pension plan administration, you should contact the Administration Office:

Welfare & Pension Administration Service, Inc.
Physical Address:
7525 SE 24th St, Suite 200
Mercer Island, WA 98040

Mailing Address:
PO Box 34203
Seattle, WA 98124-1203

Phone: (206) 441-7574
Toll Free: (800) 732-1121
Website: www.cmrpensionfund.com

Only the Administration Office is authorized by the Board of Trustees to answer your questions. No participating employer, employer association, or labor organization or its employees has the authority to answer your questions.

IMPORTANT

This booklet is only a summary of the important provisions of the plan and is not intended to serve as a legal document. If there is any discrepancy between this summary and the plan document, the plan document will govern.

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PLAN INFORMATION

Name of Fund

Chicago and Midwest Regional Pension Fund (formerly Hotel and Restaurant Employees Pension Fund)

Type of Plan

Defined Benefit Plan

Identification Number of Plan Sponsor

31-6126267

Plan Number

001

Plan Year

From January 1 through December 31 of each year.

Board of Trustees

Plan Sponsor and Administrator

The Board of Trustees of the Chicago and Midwest Regional Pension Fund, which can be reached by contacting the Administration Office using the contact information above.

The Union Involved in Maintaining the Plan

Chicago and Midwest Regional Joint Board
333 South Ashland Avenue
Chicago, Illinois 60607-2703

Website

www.cmrpensionfund.com

Legal Counsel

Dowd, Bloch, Bennett, Cervone, Auerbach & Yokich
8 South Michigan Avenue, 19th Floor
Chicago, Illinois 60603

Agent for Service of Legal Process

Service of legal process may be made upon the Fund's Legal Counsel or one of its Trustees at the addresses shown above.

Collective Bargaining Agreement

The Fund is maintained pursuant to collective bargaining agreements between Local 12 of the Chicago and Midwest Regional Joint Board ("Union") and the Employers that contribute to the Fund. You may obtain a copy of the applicable collective bargaining agreement by writing the Administration Office. (A reasonable charge may be made for copying.) You may also examine a copy of the applicable collective bargaining agreement at the Administration Office, your union hall, or any work site where 50 or more Participants are working. If you wish to review the applicable collective bargaining agreement at your union hall or a work site with 50 or more Participants, you must notify the

Administration Office in writing at least 10 calendar days in advance.

Contributing Employers

The Fund is maintained as a result of collective bargaining between Local 12 of the Chicago and Midwest Regional Joint Board and various Employers that contribute to the Fund. Upon written request to the Administration Office, you will receive information concerning whether a particular employer or union sponsors the Plan and, if so, its address.

STATEMENT OF YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

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

Receive Information About Your Plan and Benefits

Examine, without charge, at the Administration Office and at other specified locations, such as worksites and union halls, all documents governing the Fund, 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.

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

Receive a summary of the Fund's annual financial report. The Fund is required by law to furnish each Participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Fund must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Fund Participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate your Fund, called "fiduciaries" of the plan, 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 otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Fund 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 Fund. 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 or a medical child support order, you may file suit in Federal court. If it should happen that plan 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 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 if, for example, it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Administration 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 Fund, 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. The nearest area office of the Employee Benefits Security Administration is the Cincinnati Regional Office, 1885 Dixie Highway - Suite 210, Fort Wright, Kentucky, 41011-2664, or (859) 578-4680. Additional information is also available on the Internet at http://www.dol.gov/ebsa.

QUESTIONS AND ANSWERS ABOUT THE CHICAGO AND MIDWEST REGIONAL PENSION FUND

ELIGIBILITY FOR PARTICIPATION

1. Q. Who is eligible to participate in the Pension Fund?

   A. Employees of Employers who are required to contribute to the Fund under any Collective Bargaining Agreement with the Union. Employees of the Union and of the Fund are also eligible to participate.

2. Q. Do I have to sign anything to join the Fund?

   A. No. If you perform work covered under a Collective Bargaining Agreement that requires an Employer to contribute to the Fund on your behalf, you will automatically become a Participant in the Fund.

SERVICE

1. Q. What are Hours of Service?

   A. Hours of Service are used to determine your eligibility for benefits and the amount of benefits that you will receive. You earn Hours of Service for every hour that you are paid or entitled to payment for performing duties for an Employer that is required to contribute to the Fund. In some instances, you may also earn Hours of Service for hours that you did not work, such as hours for which you received sick pay, holiday pay, or vacation pay; hours during which you served in the military; or hours during which you were on maternity or paternity leave. Please contact the Administration Office to receive additional information about Hours of Service earned for hours that you did not work.

2. Q. What is Credited Service?

A. Credited Service is used to determine your eligibility for benefits under the Plan. Your Credited Service is determined as follows:

a. **<u>Past Credited Service:</u>**

If your Employer began contributing to the Fund on your behalf before September 8, 1977 and you worked in the hotel and restaurant industry in the Greater Cincinnati area before that time, you may have Past Credited Service under the Plan.

Past Credited Service is Credited Service earned by certain Participants for years (including fractions of a year to the nearest 1/10th year) worked in the hotel and restaurant industry in the Greater Cincinnati area before an Employer began to contribute to the Fund the Participant's behalf.

If your Employer started contributing to the Fund on your behalf prior to December 31, 1965, all your years of employment in the industry prior to the date it started making contributions to the Fund on your behalf will be counted as Past Credited Service, except that, if your Employer ceased contributing to the Fund on your behalf prior to 1991 your Past Credited Service is limited to 17 years.

If your Employer started contributing to the Plan on your behalf after December 31, 1965, but prior to September 8, 1977, you will receive Past Credited Service for all your years of employment in the industry prior to the date your Employer started contributing to the Fund on your behalf up to the maximum amount as determined according to the following table:

Calendar Year Employer First Contributed to the Fund on your Behalf	Maximum Past Credited Service
1966	17 years
1967	16 years
1968	15 years
1969	14 years
1970	13 years
1971	12 years
1972	11 years
1973	10 years
1974	9 years
1975	8 years
1976	7 years
1977	6 years

You will be deemed to have earned your Past Credited Service as soon as you have earned contributions for at least 140 hours in a calendar year.

Your Past Credited Service, if any, will be established by the Trustees who may use the Union's records when making this determination.

b. **Future Credited Service:** Future Credited Service is Credited Service earned after your Employer starts making contributions to the Fund on your behalf. If you work 665 or more Hours of Service in a calendar year for which your Employer makes contributions to the Fund on your behalf, you will get one full year of Future Credited Service. If you work less than 665 hours in a calendar year, your Future Credited Service will be determined as follows:

Hours Worked in a Year	Future Credited Service
665 or more	1.0 year
566 - 664	0.9 year
499 - 565	0.8 year
433 - 498	0.7 year
366 - 432	0.6 year
300 - 365	0.5 year
233 - 299	0.4 year
167 - 232	0.3 year
140 - 166	0.2 year
Less than 140	No Credit

Your Total Credited Service is equal to your Past Credited Service plus your Future Credited Service.

Example: Assume you began working in the in the industry on January 1, 1960 and that you became a Union member on that date but your Employer did not start making contributions to the Fund on your behalf until January 1, 1976. As of January 1, 1976 you would be credited with 7 Years of Past Credited Service. You would start to earn Future Credited Service for each calendar year beginning with January 1, 1976 based on the number of hours you work each year.

3. Q. What is Benefit Service?

A. Benefit Service is used to determine the amount of your benefit. Each year of Past Credited Service is equal to one full year of Benefit Service. For Future Credited Service, you will earn one year of Benefit Service for each calendar year in which you earn at least 1,800 Hours of Service. For a year with less than 1,800 Hours of Service, you will earn proportional credit. No Benefit Service will be earned for a year in which you are credited with less than 140 Hours of Service.

<u>Example</u>: You earn 1,950 Hours of Service in a calendar year. Because you earned at least 1,800 hours, you will be credited with 1.0 years of Benefit Service.

<u>Example</u>: Suppose you earn 1,350 Hours of Service in a calendar year. You would then receive 0.75 years of Benefit Service (1,350 ÷ 1,800 = 0.75) for that calendar year.

<u>VESTING</u>

1. Q. What does it mean to be vested in my pension benefit?

   A. To be vested means that you have a non-forfeitable right to a future benefit. That is, even if you leave Covered Employment, you will still be eligible for a pension when you reach retirement age.

2. Q. What is Covered Employment?

   A. Covered Employment is employment for which your Employer has agreed to contribute to the Pension Fund. Covered Employment also includes employment by the Union or Fund for which the Union or Fund contributes to the Pension Fund.

3. Q. How do I become vested?

   A. You will be vested when you satisfy any of the following conditions:

   a. You have earned 10 or more years of Credited Service; or

   b. You have earned five or more years of Credited Service and have been credited with at least one Hour of Service after December 31, 1997; or

c. You have reached your Normal Retirement Age. That is, you are an active Participant who is at least 65 years old and has attained the fifth anniversary of the time you commenced participation in the Plan.

When determining a Participant's vested status, Credited Service forfeited due to an Interruption in Service is disregarded. See "LOSS OF PENSION BENEFITS" for information regarding Interruptions of Service.

RETIREMENT BENEFITS

1. Q. When can I retire under the Plan?

A. The Plan provides for both an Early Retirement Benefit and a Normal Retirement Benefit. For each of these benefits, your eligibility for a pension is based upon your age and service under the Plan.

Normal Retirement Benefit. If you **have** earned at least one Hour of Service after December 31, 1997, you will reach Normal Retirement Age and become eligible for a Normal Retirement Benefit once:

- you are age 65 or older and have five years of Credited Service; **or**
- you are age 65 or older and you have reached the fifth anniversary of the date on which you commenced Plan participation.

If you **have not** earned any Hours of Service after December 31, 1997, you will reach Normal Retirement Age and become eligible for a Normal Retirement Benefit once:

- you are age 65 or older and either have 10 years of Credited Service; **or**

- you are age 65 or older and have reached the 10th anniversary of the date on which you commenced Plan participation.

Early Retirement Benefit. You will be eligible for an Early Retirement Benefit under the Plan at any time prior to reaching your Normal Retirement Age provided that you are at least age 60 years old and have at least 10 years of Credited Service.

When you wish to start receiving benefits, you must submit a written application to the Trustees through the Administration Office. **Benefit payments will not commence until the first day of the month following the date on which your complete written application is filed with the Administration Office (assuming that you are entitled to a pension as of that date).** However, benefits will begin no later than the April 1st following the year in which you reach age 70½ years old or retire, whichever is later.

2. Q. If I retire at Normal Retirement Age and receive a Normal Retirement Benefit, how will the Fund calculate my pension benefit?

A. The formula for calculating your pension has been improved many times over the years. The full formula is as follows:

a. $3.15 per month for each year of Benefit Service for service prior to January 1, 1986; plus

b. $5.00 per month for each year of Benefit Service for service from January 1, 1986 to December 31, 1990; plus

c. $8.00 per month for each year of Benefit Service for service from January 1, 1991 to December 31, 1991; plus

d. $10.00 per month for each year of Benefit Service for service from January 1, 1992 to December 31, 1993; plus

e. $11.00 per month for each year of Benefit Service for service from January 1, 1994 to December 31, 1996; plus

f. $12.00 per month for each year of Benefit Service for service from January 1, 1997 to December 31, 1998; plus

g. $15.00 per month for each year of Benefit Service for service from January 1, 1999 to December 31, 1999; plus

h. $16.00 per month for each year of Benefit Service for service from January 1, 2000 to December 31, 2000; plus

i. $18.00 per month for each year of Benefit Service for service from January 1, 2001 to December 31, 2001; plus

j. $20.00 per month for each year of Benefit Service for service from January 1, 2002 to December 31, 2002; plus

k. $22.00 per month for each year of Benefit Service for service from January 1, 2003 to December 31, 2004; plus

l. $24.00 per month for each year of Benefit Service for service from January 1, 2005 to December 31, 2005; plus

m. $26.00 per month for each year of Benefit Service for service after December 31, 2005.

In addition, accrued benefits have been increased as follows for participants who were active as of the effective dates below:

Effective Date	Percentage Increase
01/01/1991	10%
12/31/1994	10%*
12/31/1996	5%*
12/31/1997	15%*
01/01/2000	2%
01/01/2001	10%**
12/31/2001	5%*
01/01/2003	5%**
12/31/2004	5%*
12/31/2005	5%*
12/31/2007	5%***

* For Participants with at least 140 Hours of Credited Service during the calendar year of the effective date of the increase.

** For Participants with at least 140 Hours of Credited Service during the calendar year immediately preceding the effective date of the increase.

*** For Participants with at least 140 Hours of Credited Service during the 2007 Plan Year or the 2008 Plan Year and with no Interruption in Service during the 2005 Plan Year or the 2006 Plan Year.

In addition, accrued benefits have been increased as follows for participants who were retired and their beneficiaries as of the effective dates below:

Effective Date	Percentage Increase
01/01/1991	10%
01/01/2008	2.5%

<u>Example</u>: Assume that you applied for your pension as of January 1, 2019 at age 60, after working in the hotel and restaurant industry since January 1, 1986. Your Employer started making contributions to the Fund on your behalf as of January 1, 1986, and you worked at least 1,800 hours each year. Your pension payable at your Normal Retirement Age would have been calculated as follows:

January 1, 1986 – December 31, 1990 ($5.00 x 5 years)	$ 25.00
TOTAL: Accrued Benefit as of January 1, 1991	$ 25.00
PLUS: 10% increase in Accrued Benefit	$ 2.50
January 1, 1991 – December 31, 1991 ($8.00 x 1 year)	$ 8.00
January 1, 1992 – December 31, 1993 ($10.00 x 2 years)	$ 20.00
January 1, 1994 – December 31, 1994 ($11.00 x 1 year)	$ 11.00
TOTAL: Accrued Benefit as of December 31, 1994	$ 66.50
PLUS: 10% increase in Accrued Benefit	$ 6.65
January 1, 1995 – December 31, 1996 ($11.00 x 2 years)	$ 22.00
TOTAL: Accrued Benefit as of December 31, 1996	$ 95.15
PLUS: 5% increase in Accrued Benefit	$ 4.76
January 1, 1997 – December 31, 1997 ($12.00 x 1 year)	$ 12.00
TOTAL: Accrued Benefit as of December 31, 1997	$ 111.91
PLUS: 15% increase in Accrued Benefit	$ 16.79
January 1, 1998 – December 31, 1998 ($12.00 x 1 year)	$ 12.00
January 1, 1999 – December 31, 1999 ($15.00 x 1 year)	$ 15.00
TOTAL: Accrued Benefit as of January 1, 2000	$ 155.70
PLUS: 2% increase in Accrued Benefit	$ 3.11
January 1, 2000 – December 31, 2000 ($16.00 x 1 year)	$ 16.00
TOTAL: Accrued Benefit as of January 1, 2001	$ 174.81
PLUS: 10% increase in Accrued Benefit	$ 17.48
January 1, 2001 – December 31, 2001 ($18.00 x 1 year)	$ 18.00
TOTAL: Accrued Benefit as of December 31, 2001	$ 210.29
PLUS: 10% increase in Accrued Benefit	$21.0348
January 1, 2002 – December 31, 2002 ($20.00 x 1 year)	$ 20.00
TOTAL: Accrued Benefit as of January 1, 2003	$ 251.32
January 1, 2003 – December 31, 2004 ($22.00 x 2 years)	$ 44.00
January 1, 2005 – December 31, 2005 ($24.00 x 1 year)	$ 24.00
January 1, 2006 – December 31, 2018 ($26.00 x 13 years)	$ 338.00
Total Monthly Pension:	**$ 657.32**

<u>Example</u>: You are 30 years old and just started in the industry. If you work 1,800 hours each year to age 65 (and benefits available under the Plan do not change) you will be entitled to a pension benefit of $910.00 (35 years x $26.00 = $910.00).

<u>Example</u>: You are 50 years old and have just become a Participant in the Plan. If you work an average of 1,350 hours per year for each year until you reach age 65, your monthly pension at that time will be calculated by multiplying $19.50 ($26.00 multiplied by $^{1,350}/_{1,800}$) by 15 years, for a total monthly benefit of $292.50.

3. Q. Do I have to retire at my Normal Retirement Age?

A. No, you may continue to work under the Plan. If you do so, you will accrue additional benefits.

Alternatively, the Plan allows you to begin receiving pension benefits if you are vested when you turn 65 (the Normal Retirement Age) and continue working. If you choose to do so, your pension benefit will be adjusted once each year after the end of the Plan Year (December 31) to reflect additional hours worked and benefit credits earned. If you wish for your benefits to start when you reach Normal Retirement Age, please contact the Administration Office to obtain an application form.

4. Q. What happens to my benefit if I elect not to start my pension at my Normal Retirement Age?

A. If you continue to work, you will earn additional pension credits based upon your Hours of Service. At the time of your actual retirement, you will then be entitled to receive the greater of the benefit earned under the Plan as of that date or the monthly pension that would have been payable at your Normal Retirement Age, actuarially increased to reflect payment at a later date.

5. Q. If I retire before my Normal Retirement Age and receive an Early Retirement Benefit, how will the Fund calculate my pension benefit?

A. If you choose to receive an Early Retirement Benefit after you reach age 60, your monthly pension will be determined by calculating the Normal Retirement Benefit you would receive if you retired at your Normal Retirement Age and reducing that benefit by $^{1}/_{180}$ for each month that you will receive an Early Retirement Benefit prior to the date you could first begin receiving benefits after turning 65.

<u>Example</u>: You are age 62 and have 23 years of Credited Service. You are eligible to receive a Normal Retirement Benefit at age 65, but wish to retire 36 months earlier at age 62. Assume that your accrued Normal Retirement Benefit at age 65 is \$280.00. Your monthly Early Retirement Benefit at age 62 will be \$224.00, computed as follows:

Normal Retirement Benefit Payable at Age 65	\$ 280.00
LESS: Reduction of $^{1}/_{180}$ for each month Early Retirement Date precedes age 65: ($^{1}/_{180}$ x 36 months x \$280.00)	<u>\$ 56.00</u>
Total Monthly Early Retirement Benefit	**\$ 224.00**

<u>FORM OF PENSION PAYMENT</u>

1. Q. What forms of payment are available for retirement pensions under the Plan?

A. The Plan allows for three forms of payment. Detailed explanations of these options are described as follows:

<u>Single Life Annuity</u>: This form of payment provides you with a monthly pension payable for your lifetime. Upon your death, monthly payments stop. This is the standard form of payment under the Plan for unmarried Participants.

<u>50% Qualified Joint and Survivor Annuity</u>: This form of payment provides a reduced monthly pension payable for your lifetime. Upon your death, if your spouse is still living, he or she receives a benefit equal to one-half of the monthly pension you were receiving at the time of your death. **However, the spouse who receives the survivor benefits must be the person to whom you were married when pension payments to you began. A subsequent spouse is not eligible for these benefits.** This is the standard form of payment under the Plan for married Participants.

<u>75% Qualified Joint and Survivor Annuity</u>: This form of payment is similar to the 50% Qualified Joint and Survivor Annuity, except that your monthly pension is reduced by a greater amount and, upon your death, if your spouse is still living, he or she receives a benefit equal to 75% of the monthly pension you were receiving at the time of your death. As with the 50% Qualified Joint and Survivor Annuity, this benefit is available only to your spouse at the time that you commenced pension payments, not a subsequent spouse.

2. Q. What form of payment will apply to my retirement pension?

A. The normal form of payment offered under the Plan is a Single Life Annuity. However, if you are married when you commence receipt of pension benefits, unless you elect otherwise, you will automatically receive a pension payable in the form of a 50% Qualified Joint and Survivor Annuity. **In accordance with ERISA and the Plan, the 50% Qualified Joint and Survivor Annuity will be automatically applied unless you either affirmatively elect the 75% Qualified Joint and Survivor Annuity or provide a valid waiver of**

joint and survivor benefits from your spouse and elect to receive a Single Life Annuity.

3. Q. If I elect to receive my benefit in the form of the 50% Qualified Joint and Survivor Annuity or the 75% Qualified Joint and Survivor Annuity, how will my monthly pension be calculated?

A. Since the Qualified Joint and Survivor Annuities are paid over two lifetimes instead of one, the pension payable will be reduced on an actuarially equivalent basis. In order to show you how your pension would be calculated if you were to receive it in the form of a Qualified Joint and Survivor Annuity, the following tables list the factors that would be used to convert your Single Life Annuity to a 50% Qualified Joint and Survivor Annuity and the 75% Qualified Joint and Survivor Annuity, respectively. To use the tables, find your age and the age of your spouse as of the date of your retirement. The corresponding entry is the percentage of the Single Life Annuity pension you would receive under either the 50% Qualified Joint and Survivor Annuity or the 75% Qualified Joint and Survivor Annuity. If you need information on additional age combinations that do not appear below, please contact the Administration Office.

Percentage Payable under a 50% Qualified Joint and Survivor Annuity

Age of Spouse	Age of Retiree					
	65	64	63	62	61	60
68	91.90%	92.57%	93.20%	93.78%	94.31%	94.81%
65	90.47%	91.23%	91.94%	92.60%	93.21%	93.78%
62	89.00%	89.83%	90.62%	91.36%	92.05%	92.69%
59	87.52%	88.42%	89.28%	90.09%	90.85%	91.56%
56	86.07%	87.04%	87.96%	88.83%	89.65%	90.42%

<u>Percentage Payable under a 75% Qualified Joint and Survivor Annuity</u>

Age of Spouse	Age of Retiree					
	65	64	63	62	61	60
68	88.32%	89.26%	90.13%	90.95%	91.70%	92.41%
65	86.36%	87.40%	88.37%	89.29%	90.15%	90.95%
62	84.36%	85.49%	86.56%	87.57%	88.53%	89.42%
59	82.38%	83.59%	84.74%	85.84%	86.87%	87.85%
56	80.47%	81.74%	82.96%	84.13%	85.24%	86.29%

<u>Example</u>: You retire at age 62 with a 50% Qualified Joint and Survivor Annuity and your spouse is age 59. The Single Life Annuity benefit, reduced for Early Retirement at age 62 is $205.00. Since the 50% Qualified Joint and Survivor Annuity is paid over two lifetimes instead of one, you will receive a reduced monthly benefit. According to the above table, your benefit would be equal to $184.68 (.9009 x $205.00).

While you are living, you will receive a monthly pension of $184.68. If you die prior to your spouse, he or she would then be entitled to a monthly benefit equal to 50% of the pension you were receiving at the time of your death, or $92.34 for the remainder of his or her lifetime.

4. Q. Can I receive my pension benefits in a lump sum distribution?

A. Generally, no. However, if you retire and the actuarially equivalent lump sum value of your accrued benefit is less than $1,000.00, you can elect to receive a single lump sum distribution for the actuarial equivalent of your accrued benefit in lieu of a monthly pension. If you are married at retirement, your spouse must consent to this lump sum payment. Upon receipt of this distribution, there will be no further benefits payable to you or your spouse and the Pension Fund will have no further liability with respect to your participation in it.

If you receive your benefit in a lump sum and again become a Participant in the Plan, you can repay the amount you received, plus interest at the rate determined by the IRS, and your benefit in the Plan will be restored. The repayment must be made within five years after again becoming a Participant or before you have five consecutive Interruptions of Service after the distribution, whichever date comes first. If you do not make this repayment, any future benefit to which you are entitled will not include the value of the benefit paid through the lump sum. If you return to covered employment and wish to repay your lump sum distribution, you must contact the Administration Office concerning the repayment.

APPLICATION FOR BENEFITS

1. Q. How do I apply for pension benefits?

   A. When you want your benefits to begin, contact the Administration Office and request an application form. To allow you ample time to compile the necessary information and make your election, you should make this request at least 90 days prior to your desired retirement date. When you are thinking of retiring, you may contact the Administration Office for information regarding the exact amount of pension payable.

2. Q. How do I make my election regarding form of payment?

   A. Your election must be made **in writing** on forms furnished by the Administration Office and must be filed with the Administration Office before your pension begins. This election can be made anytime within 180 days before your pension begins.

3. Q. Besides my application form, what other documents will I need to submit when I retire?

A. A photocopy of your birth certificate. If you are married, you will also need photocopies of your spouse's birth certificate and your marriage certificate.

4. Q. What if I am married when I retire, but I wish to receive my benefits in the form of a Single Life Annuity?

A. If you are married at the time of your retirement and you do not wish to receive your pension in the form of a 50% Joint and Survivor Annuity, your spouse must sign a waiver consenting to your election in front of a Notary Public. You will receive a copy of this waiver form from the Administration Office when you apply for your pension benefit.

5. Q. Once I have made my election, can I change my form of payment?

A. Before your benefits begin, you can cancel any election you have made by filing the appropriate forms provided by the Administration Office. Any optional form of payment will be canceled automatically if you die before the date your pension is to begin, or if your spouse or beneficiary dies before the date your retirement pension is to begin. **You will not be allowed to change your form of payment after you start to receive benefits.**

6. Q. Is there a maximum benefit under the Plan?

A. Federal tax laws require the Plan to limit the annual benefit paid to Participants and surviving spouses. If your benefit or that of your surviving spouse would exceed the amount that federal tax laws allow to be paid, the benefit will be reduced to comply with the law. The Administration Office will inform you if your benefit will be affected by this restriction.

7. Q. What about Social Security Benefits?

A. Social Security Benefits are in addition to any benefits paid under the Plan.

8. Q. Do I pay taxes on my pension?

A. Yes. Your pension payments are taxable and you must include them in your gross taxable income. It is recommended that you review any questions you might have in this regard with a competent tax advisor.

9. Q. Can I assign my benefits under the Plan?

A. Generally, no. Federal law does, however, allow all or a portion of your pension benefit to be allocated to a spouse, former spouse, child, or other dependent under the terms of a Qualified Domestic Relations Order ("QDRO"). The most common purpose of a QDRO is to award pension benefits to a spouse that becomes divorced from a Participant.

A Domestic Relations Order must satisfy certain conditions to be considered "Qualified" under the Internal Revenue Code. In addition, the QDRO cannot require the Plan to pay any form of benefit that it would not ordinarily pay to a Plan Participant. You may obtain, without charge, a copy of the Fund's procedures governing QDRO's by requesting the procedures from the Administration Office.

TOTAL AND PERMANENT DISABILITY BENEFITS

1. Q. Are there any benefits payable in the event I become disabled?

   A. If you have at least 10 years of Credited Service and you become totally and permanently disabled while actively working in the plan, you may be eligible to receive a Disability Retirement Benefit from the Fund.

2. Q. What is meant by Total and Permanent Disability?

   A. Total and Permanent Disability means a medically determinable physical or mental impairment which makes an individual **unable to engage in any gainful employment**. You will be considered disabled if you have received a determination of Total and Permanent Disability from the Social Security Administration.

3. Q. If I am eligible for a Disability Retirement Benefit from the Fund, what will my monthly benefit be?

   A. If you are deemed to be Totally and Permanently Disabled you will be entitled to a monthly pension equal to the Normal Retirement Benefit you would have received if you retired at age 65 on the date you became disabled.

4. Q. How do I apply for a Disability Retirement Benefit?

   A. You must file an application for a Disability Retirement Benefit with the Administration Office as soon as you believe you are disabled. The Administration Office will require proof of your disability in the form of a determination of disability from the Social Security Administration. The Administration Office will also tell you what other documents, if any, must be furnished.

5. Q. When will my disability benefits start?

A. Your disability benefit payments will begin as of **the later of** (1) the first day of the month following the date you first receive disability payments from the Social Security Administration or (2) the first day of the month after you submit your application for a Disability Retirement Benefit to the Administration Office.

6. Q. What happens if I recover from my disability?

A. Disability benefits are payable only if you are totally and permanently disabled. If you have recovered sufficiently to return to any type of work, your monthly disability benefit will cease.

However, under Social Security Regulations, you are permitted to work on a limited basis to determine if recovery from your disability is possible. You will not, however, be entitled to a monthly disability payment for any month during which you earn more than the amount allowed under Social Security Regulations. If you do return to work (even on a limited basis), you must notify the Administration Office. If you do not notify the Administration Office that you have returned to work, your benefits may be suspended for 12 months in addition to the duration of such employment.

If you recover from your disability and return to covered employment, you will resume earning Credited Service and any subsequent retirement pension which you may become entitled to receive will be based on the pension benefits you earned prior to becoming disabled, plus those you earned after returning to covered employment.

DEATH BENEFITS

1. Q. What if I die before I retire?

A. If you are not married and you die prior to retirement, no benefits are payable. However, if you are married and your death occurs after you have satisfied the requirements for vesting but before you retire, your spouse will receive a Survivor benefit. The Survivor benefit provides your spouse with a pension equal to the monthly benefit that would have been payable if you had retired on the day before your death (or the earliest age you would have been eligible for retirement, if later) and elected the 50% Joint and Survivor Annuity form of pension payment. If you die before becoming eligible to receive a pension, payments for the Survivor benefit will begin on the first day of the month following the earliest date that you would have been eligible for retirement. If you die after becoming eligible for retirement, payments for the Survivor benefit will begin on the first day of the month following the day on which you died.

Example: Assume you die at age 61 with 20 years of Credited Service and an earned pension of $200.00. Your wife, who is age 56 as of the date of your death, would be entitled to receive a monthly income of $65.75 payable for her lifetime, calculated in the following manner.

First, it is necessary to determine the pension you would have received if you had retired on the date of your death. If you retired at age 61 with 20 years of Credited Service, you would receive an Early Retirement Benefit equal to your earned benefit, reduced by $^{1}/_{180}$ for each month that your Early Retirement Date precedes your Normal Retirement Date as follows:

Earned Benefit as of date of death:	\$200.00
LESS: Reduction of $^{1}/_{180}$ for each month that your Early Retirement Date precedes age 65:	
($^{1}/_{180}$ x 48 months x \$200.00)	<u>53.33</u>
Total Benefit you would have received if you retired on your date of death	**\$146.67**

This amount must then be reduced to reflect payment as a 50% Joint and Survivor Annuity. This is done by multiplying the pension you would have received as of the date of your death by the appropriate percentage based on your age (61) and the age of your spouse (56) from the table on page 20. In this instance, the percentage to be used in 89.65%.

$146.67 x .8965 = $131.49

Since your spouse is entitled to one-half of your monthly benefit under a 50% Joint and Survivor Annuity, she would receive $65.75 per month for her lifetime.

2. Q. Are there any death benefits if I die after I retire?

A. If you receive your pension in the form of a Single Life Annuity, payments are made for your lifetime only. Upon your death, no further benefits will be paid to your spouse or beneficiaries.

If you are receiving your pension in the form of a 50% Qualified Joint and Survivor Annuity or a 75% Qualified Joint and Survivor Annuity, after your death, your spouse will receive a monthly income equal to one-half or three-fourths of the pension that you were receiving prior to your death. **However, this survivor benefit only applies to your spouse at the time of your retirement. No benefits are payable to a subsequent spouse.**

LOSS OF PENSION BENEFITS

1. Q. Is it possible for me to lose my Credited Service and pension benefits under the Plan?

   A. Yes, if you leave Covered Employment before becoming fully vested and do not return to work under the Plan within a specified time period, you will lose your service credits and all pension benefits earned. If you work less than 140 hours in two consecutive calendar years, you will experience an Interruption of Service.

   If you are **not** fully vested and you suffer an Interruption of Service and do not work 140 or more hours in Covered Employment during any of five consecutive calendar years, you will no longer be a Participant in the Plan and you will permanently lose all of your years of Credited Service and the pension benefits that you previously earned. If you have more than five years of Credited Service but are not vested, you will not forfeit your years of Credited Service until the number of consecutive calendar years in which you do not work 140 hours in Covered Employment equals your years of Credited Service.

   Example: You have three years of Credited Service when you leave Covered Employment. You return to work under the Plan four years later and work at least 140 Hours of Service. Since you returned within five years, you will regain your service credits and earned pension.

   Example: You leave the Plan after having completed 3 years of Credited Service. You then have five years to return and regain your past credits. Suppose, however, that you do not return until six years later. Since you did not return within five years, you have experienced a Forfeiture of Service. This means that all of your prior service and benefits are permanently lost. You would start out again as a new Participant with no benefits or years of Credited Service.

If you are fully vested, your benefits under the plan are non-forfeitable and an Interruption of Service will have no effect on your benefit.

PROVISIONS RELATING TO VETERANS' REEMPLOYMENT

1. Q. What happens to my pension benefits if I enter the Military Service?

   A. Federal law governs your rights if you enter the military. It is possible for you to receive credit (for both service and benefits) if certain conditions are met.

   To protect your rights under the Plan, you must leave the geographic jurisdiction of the Plan for service in the uniformed military service **before** your active participation ceases, and you must notify your Employer and the Administration Office before you leave. (Federal law excuses the notification requirement if you could not give advance notice because of military necessity or if giving the advance notice was impossible or unreasonable.)

   To further protect your rights, you **must** apply for work in Covered Employment within a certain period of time after you are released from military duty under honorable conditions. The time period during which you must apply depends on how long you served in the military service as follows:

If the Period of Service in the Uniformed Service	Applicable Deadline
Lasted less than 31 days	By the beginning of the next regular scheduled work period on a day following completion of the uniformed service, and at least eight

If the Period of Service in the Uniformed Service	Applicable Deadline
	hours after the period needed for the Participant to return home from the place of that uniformed services
Consisted solely of a physical or medical examination to verify fitness	By the beginning of the next regular work period
Lasted more than 30 days but less than 181 days	Within 14 days after completion of service in the uniformed services
Lasted for 180 days or more	Within 90 days after completion of the period of service in the uniformed services
Ends while you are hospitalized or convalescing from injury or illness incurred in the uniformed service	After you have recovered, but not more than two years after the injury or illness

You must then notify the Administration Office **in writing** no later than 120 days after this deadline for applying for work in Covered Employment. The Fund will request that you provide written documentation regarding your service in the uniformed services.

If you have satisfied the requirements for protecting your rights as a veteran, and have provided the Administration Office with the documentation it requests to verify your military service, you will receive credit for eligibility, vesting, and benefits under the Plan, although benefit service will be limited to a maximum of five years and will be reduced by previous periods of military service. Generally speaking, your benefits will be based on the number of hours you worked in Covered Employment during the 12-month period that immediately preceded your entry into military service.

For purposes of federal law, your military service may be with the Armed Forces of the United States, the Army National Guard, or the Air National Guard, the Commissioned Corps of the Public Health Service, or any other category designated by the President in the time of war or emergency. “Service” means the performance of duty on a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard Duty, and a period for which you are absent from employment for a physical examination to determine your ability to perform service in the uniformed services.

Effective May 1, 2007 any Participant who dies during a period of qualifying military service shall be credited with Hours of Service as if he returned to work with an Employer the day prior to his death. The manner of calculating the Hours of Service credited to a Participant under this Section shall be solely at the discretion of the Trustees.

MISCELLANEOUS

1. Q. Who administers the Plan?

   A. The Plan is administered by a Board of Trustees with one-half the members of the Board being appointed by the Union and the other half being appointed by Employers. The Trustees are responsible for proper administration of the Plan and investment of funds.

2. Q. If my claim for pension benefits is denied what can I do?

   A. In the event a Participant’s claim for benefits is denied in whole or in part, the Participant has the right to appeal such a denial to the Board of Trustees. Upon receipt of a Participant’s **written** claim, the Trustees are obligated to examine the claim and give you an opportunity to present additional evidence within 60 days. If the Trustees determine that the claim should still be denied, the Fund shall notify you in writing and give you the opportunity to appear before the Board again to present any additional evidence.

3. Q. Who contributes to the Plan?

A. Only Employers contribute to the Plan. Employee contributions are not required or permitted. The collective bargaining agreement determines the amount of contributions that Employers make to the Plan.

4. Q. How are the funds to provide pension benefits accumulated?

A. A trust fund, the Chicago and Midwest Regional Pension Fund, holds and invests the Employer contributions made to the Plan. At no time prior to the satisfaction of all liabilities under the Plan with respect to Participants, retired Participants, and beneficiaries will any part of the Trust Fund be used for any purpose other than for their exclusive benefit.

5. Q. Are there additional legal documents concerning the Plan?

A. Yes. This is only a summary of the most important features of the Plan. The actual Plan document and the Fund’s Trust Agreement address the rules of the Fund in greater detail and take precedence over this document in the event of a conflict. Copies of the Plan and the Trust Agreement are on file in the Administration Office.

6. Q. Can the Plan be amended?

A. Yes. The Trustees reserve the right to amend the Plan at any time. Amendments may decrease benefits, but only if the amendment is necessary for the Fund to remain actuarially sound and it does not retroactively deprive any Participant of vested benefits.

7. Q. Can the Plan be terminated?

A. The Trustees expect to continue the Plan indefinitely, but the Plan can be terminated if no Employers are obligated to contribute to the Fund or by the Trustees' unanimous vote. If the plan is terminated, the Fund's assets will be allocated to provide pension benefits to Participants in accordance with ERISA.

8. Q Are my benefits under the Plan insured?

A. 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 current PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $11.00 of the monthly benefit accrual rate and (2) 75% of the next $33.00. The PBGC's maximum guarantee limit is $35.75 per month times a Participant's years of service. For example, the maximum guarantee for a retiree with 30 years of service would be $12,870.00.

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, 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 at http://www.pbgc.gov.

For more information regarding your benefits,

visit the Trust website:

www.cmrpensionfund.com

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