

**THE NEWSPAPER GUILD
INTERNATIONAL PENSION PLAN**

A Summary of Plan Features

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To All Participants:

We are pleased to present you with this booklet describing the most important features of The Newspaper Guild International Pension Plan (the “Plan”). The information contained in this booklet generally applies to any participants who separate from employment covered by the Plan on or after January 1, 2023. If you left Covered Employment before January 1, 2023, please refer to an earlier Summary Plan Description (SPD) to understand your pension benefits or contact the Fund Office. As members of the Board of Trustees, we are charged with overseeing the operation of the Plan and with keeping its provisions up to date with current laws and with the needs of Plan participants. Please read this booklet carefully to be certain that you understand all of your rights and obligations. You will find that there have been many changes designed to comply with recent legislation and to reflect the merger of The NewsGuild-CWA Adjustable Pension Plan (the “APP”) into the Plan. In addition, we encourage you to remember these points:

- You may wish to tell your family, particularly your Spouse or Domestic Partner, about this booklet and where you keep it filed because it contains important information about survivor benefits.
- If you lose your copy, contact the Fund Office to request another one.
- You may request a statement from the Board of Trustees once every twelve months about your status under the Plan, including your years of service and whether you are vested.
- If you leave employment covered by the Plan after you are vested, remember that you may be entitled to a pension payable when you reach your Normal Retirement Age. You may also be entitled to receive a reduced pension as early as age 55 (or age 62) if you meet certain conditions.
- Your Spouse or Domestic Partner may be entitled to receive benefits upon your death.
- You should notify the Fund Office of changes in your mailing address and other contact information so that you will continue to receive information concerning your rights under the Plan.
- No general explanation can give you all the details of your Plan. This booklet is intended as a summary only. In case of doubt or conflict between this booklet and the Plan Document, the Plan Document will always govern. As such, any numeric examples presented in this Summary Plan Description are intended to clarify applicable provisions of the Plan and should not be in any manner construed as a promise or guarantee of a benefit.
- The Amended and Restated Plan Document for this Plan and the APP were submitted to the Internal Revenue Service in 2014 and 2016, respectively, and received a determination that they comply with recent changes in the law and with the Internal Revenue Code in general. The Plan has since been amended to reflect the merger of the APP into this Plan effective December 31, 2022.

This Plan plays an important role in your retirement security, and we are proud to be involved in its continued operation.

Sincerely,
The Board of Trustees

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An Overview of Your Pension Plan

The Plan was established by The NewsGuild-CWA and various employers to help eligible participants prepare financially for their retirement.

FAST FACTS:

- The Trustees adopted a funding Rehabilitation Plan with a Preferred 1.0 Schedule, a Preferred 2.0 Schedule, a Preferred 3.0 Schedule, a Preferred 3.1 Schedule and a Default Schedule of benefit adjustments and contribution changes designed to improve the funded status of the Plan. Your Pension Plan benefits may be subject to the Preferred or Default Schedules as adopted through collective bargaining by your Contributing Employer and Guild Local or as imposed by law. The Fund Office can inform you of which Schedule governs your Plan benefits.
- Employers who contribute to the Plan for each participating employee are called “Contributing Employers.”
- You may qualify for an Early Pension when you reach age 55 unless you are governed by the Default Schedule.
- If you work for more than one Contributing Employer who participates in the Plan, all your service may be combined toward a single pension.
- The Fund’s assets and reserves are held in a trust and are invested by professional investment managers.
- From January 1, 2016, through December 31, 2022, participants earned pension credits through the APP. Effective December 30, 2022, all active participants in the APP were vested and their benefits were restored retroactive to January 1, 2016, to the level of this Plan as of December 31, 2015. Effective December 31, 2022, the APP was merged into this Plan, and ceased to exist as a separate plan. All APP participants became participants in this Plan as a result of the merger and all benefits accrued in the APP will be paid by this Plan. No accrued benefit in the APP will be reduced as a result of the merger.
- Prior to the merger, employer contributions were allocated between this Plan and the APP (except for those few APP-only employers who first began contributing after the APP was created in January 2016). After the merger, 100% of all employer contributions will be allocated to this Plan.
- All APP assets and liabilities have been transferred to this Plan.
- As of January 1, 2023, this Plan is no longer frozen and will grant eligibility, vesting service and future benefit accruals for all future service.

The Rehabilitation Plan Affects Your Benefit

During 2023, the Trustees adopted a revised Rehabilitation Plan (2023 Rehabilitation Plan) designed to improve the Plan’s funding and to meet statutory funding requirements over time. The 2023 Rehabilitation Plan revised the 2020 Rehabilitation Plan to reflect the merger of the APP into the Plan.

The Rehabilitation Plan eliminates certain benefits. It also contains five Schedules: the Preferred Schedule 3.1, Preferred Schedule 3.0, Preferred Schedule 2.0, Preferred Schedule 1.0, and the Default Schedule. Each Schedule requires certain contribution obligations on the part of your employer. Your Guild Local and your employer have been encouraged to adopt one of these schedules as part of any Collective Bargaining Agreement (CBA). However, if the bargaining parties have not yet adopted a Schedule under the current governing Rehabilitation Plan, you may still be covered under a Schedule under a prior Rehabilitation Plan adopted by the Trustees, or a Schedule may be imposed on the bargaining parties by operation of law.

Your pension benefits are impacted by which Schedule is adopted under your CBA or the Participation Agreement executed by your employer. It is therefore important for you to determine which Schedule governs your Plan benefits. The Fund Office can provide that information.

Under the Default Schedule, various benefits are affected or eliminated. If your employer adopts the Preferred Schedule 3.0 or 3.1 and does not remain in the Plan for at least five years thereafter, any future benefit payments you receive (even if you are already receiving a benefit) will be paid under the terms of the Default Schedule. Moreover, if your employer withdraws from the Plan before you become subject to a Schedule, your benefit thereafter will be paid under the terms of the Default Schedule, including any benefit already being paid to you.

How the Pension Plan Is Funded

Contributions to the Pension Plan are made by employers according to either a Collective Bargaining Agreement or the Participation Agreement. These agreements provide that employers make pension contributions for each participant.

If your employer contributes for your job classification, your employment is considered “Covered Employment.” To find out if your employer is contributing to the Plan, simply contact the Fund Office to request the information, or check with your local union.

As an employee, you are not required or permitted to contribute directly to the Plan; your pension benefit is provided on your behalf through employer contributions.

The Plan’s assets and reserves are invested by professional investment managers who are designated by the Board of Trustees and whose performance is regularly monitored by the Board and its investment advisor.

Effective December 31, 2022, the APP was merged into this Plan. All APP assets became assets of this Plan and all benefits earned in both this Plan and the APP will be paid out of this Plan.

Effective Date of the Plan

Unless otherwise indicated, the rules and regulations described in this booklet apply to participants who work in Covered Employment on or after January 1, 2023. However, employees who stopped working before January 1, 2023, should refer to the prior Summary Plan Description.

Throughout this Summary of Plan Features, the descriptions of Participation, Vesting Service and Pension Credits apply to employees of employers who are required to contribute to the Plan for each hour (or its equivalent) worked in Covered Employment.

Exception to Certain Rules for Some Employees

Earning Vesting Service and Pension Credits generally depends upon your Hours of Service in Covered Employment. Covered Employment is generally defined as employment for which an employer is obligated by its Collective Bargaining Agreement with the Guild (or under a Participation Agreement) to contribute to the Plan.

Participation

Generally, you become a participant in this Pension Plan on the first day of the month after you complete 500 hours of Covered Employment during a 12-consecutive-month period with a

Contributing Employer. Other work for a Contributing Employer will count towards participation if it is continuous with Covered Employment.

Types of Pensions Offered

Several types of pensions are offered to eligible participants who meet service and participation requirements and based on the governing schedule under the 2023 Rehabilitation Plan:

- Regular Pension, payable when you reach Normal Retirement Age (generally age 65).
- Early Pension, generally payable when you are 55 or older.
- Disability Pension, payable if you are considered disabled by the Plan and cannot work.
- Deferred Pension, payable if you leave Covered Employment before you are eligible to retire but after you are vested in the Plan.

See the section titled “Types of Pensions” for more information about the types of pensions that are offered by the Plan.

Earning Your Pension Benefit

The amount of the pension benefit you will receive at retirement will depend on several factors, including your age, years of service and the Pension Credits you have earned throughout your career.

FAST FACTS:

- If you are vested in the Plan, you are guaranteed a pension at Normal Retirement Age.
- Generally, you earn one year of Vesting Service if you work 500 hours in Covered Employment in a calendar year. Vesting Service continues to accrue in the Plan based on service in Covered Employment.
- You become vested when you have earned five years of Vesting Service.
- You earn Pension Credits based on the number of weeks that you work each calendar year in Covered Employment.
- All APP Participants became vested in their APP benefits as of the date of the merger with the Plan.

Vesting Service and Pension Credits

To determine your eligibility for a pension benefit, the Plan uses years of “Vesting Service.” Generally, after you have earned five years of Vesting Service, you are considered vested in the Plan. Once you are vested, you have earned a non-forfeitable right to a pension benefit from this Plan. All benefits accrued in the APP are fully vested and will be paid from this Plan.

Pension Credits are used to determine the amount of your pension benefit. You earn Pension Credits throughout your career based on how many weeks you work each year in Covered Employment. Your Pension Credits are then multiplied by the applicable benefit rate (see the section titled “Calculating Your Pension”) to determine the amount of your monthly (unreduced) pension benefit.

Earning Vesting Service

Generally, you earn a year of Vesting Service if you work the equivalent of 500 Hours of Service in Covered Employment in a calendar year. Vesting Service counts toward your eligibility for a pension. You are vested when you earn five years of Vesting Service or reach Normal Retirement Age while actively employed with at least three Pension Credits earned during the Contribution Period. However, all benefits accrued in the APP are now fully vested, regardless of your Hours of Service.

All hours for which you received compensation from your employer while in Covered Employment count toward the 500-hour requirement, including vacation time or a period of disability if you are disabled and receiving payments from an employer-provided disability insurance policy.

There is one more way you can earn years of Vesting Service. Work with a Contributing Employer in a job not covered by this Plan, but continuous with work that is covered by the Plan, will count as weeks of Vesting Service provided your employer was contributing to the Plan on

behalf of other employees during your non-Covered Employment. However, your covered and non-covered jobs generally must follow each other without interruption.

Vesting Service Before 1997

For the years before 1997, 22 weeks of service are required to earn one year of Vesting Service.

What does it mean to be “vested”?

If you are vested in the Plan, it means you have a non-forfeitable right to a pension benefit, even if you leave Covered Employment before you retire.

Earning Your Pension Benefit

Pension Credits are earned for periods you worked for an employer who was required to contribute to the Plan according to a Collective Bargaining Agreement or Participation Agreement. Some Agreements require employers to contribute on behalf of each participant based on a fixed rate per week or shift, while others require employers to contribute for each hour worked.

Generally, you earned one twelfth of a Pension Credit for each four-week period that you worked for a Contributing Employer in Covered Employment, as shown in the chart below.

Weeks of Covered Employment in a Calendar Year	Pension Credits You Earn
4	1/12
8	2/12
12	3/12
16	4/12
20	5/12
24	6/12
28	7/12
32	8/12
36	9/12
40	10/12
44	11/12
48	12/12 (one)

The Contribution Period

The Contribution Period refers to the period of time during which your employer is required to make contributions to the Plan.

Earning Pension Credits Before the Contribution Period

If you worked for your employer during the two calendar years before the Contribution Period in a job that became Covered Employment once the Contribution Period began, and you earned more than the minimum qualifying earnings level for a year of coverage under the Social Security Special Minimum Primary Insurance Amount provisions, you may be eligible to receive

one Pension Credit for each year of service with your employer before the Contribution Period. This type of Pension Credit is often referred to as “Past Service Credit.” If you submit a written request, the Trustees will review any claim you have for Past Service Credit and may credit your service before the Contribution Period if such claim meets the requirements of the Plan and will not negatively affect the actuarial soundness of the Plan.

You may earn Pension Credits even if you did not earn the amount required under the Social Security Special Minimum Primary Insurance Amount provisions if you were not working due to your total disability, military service, or a leave of absence.

It is often difficult to determine exactly how many hours you actually worked before your employer began contributing to the Plan. As a result, the Trustees will use the records of the Social Security Administration to determine how many hours you have worked.

Notes: As of July 1, 2010, Past Service Credits that you earned with an employer that subsequently withdraws (or withdrew) from the Pension Plan on or after January 1, 2009, may be canceled.

Have you incurred a break in service?

Generally, a break in service after 1996 occurs in a calendar year in which you do not complete the equivalent of at least 500 hours of service under the Plan. A break in service can affect your pension. See page 24 for more information.

Earning Credit During Military Service

If you serve in the U.S. military, you may be eligible to receive Pension Credit during your period of service. See the “Life Events” section for more information.

Working for More Than One Employer

Many employers take part in this Plan. You may continue to earn credit towards a pension if you changed jobs and worked for another Contributing Employer who participated in the Plan.

Types of Pensions

The Plan offers four types of pensions—regular, early, disability and deferred.

FAST FACTS:

- You can begin receiving your pension at Normal Retirement Age, which is the later of age 65 or your fifth anniversary of Plan participation.
- The Plan offers an Early Pension option for participants younger than age 65 who meet certain requirements.
- To be considered disabled, you must have received a disability award from the Social Security Administration and meet certain other requirements.

Regular Pension

A Regular Pension is the pension benefit that you are eligible to receive when you reach Normal Retirement Age. A Regular Pension is a form of benefit available under all Schedules of the Rehabilitation Plan. To be eligible, you must:

- be age 65 or older while in active employment; and
- have earned at least three Pension Credits during the Contribution Period. (See “Earning Your Pension Benefit” for more information on earning Pension Credits.)

Note: A Normal Retirement Age younger than age 65 may apply to certain participants who joined the Plan through merger with a prior pension plan.

What is Normal Retirement Age?

Normal Retirement Age is the later of:

- Age 65; or
- Your fifth anniversary of participation in this Plan.

Early Pension

If you are not covered under the Default Schedule of the Rehabilitation Plan (see page 1), you can retire early and receive a pension if you:

- are at least age 55 but under 65; and
- have at least 10 Pension Credits, including three of which you earned during your employer’s Contribution Period, or have five or more years of Vesting Service.

Disability Pension

If you are not covered under the Default Schedule of the Rehabilitation Plan (see page 1), you can receive a Disability Pension if you:

- become disabled before age 65;
- have earned at least 10 Pension Credits, including three during the Contribution Period; and

- have worked in Covered Employment (including time spent on long-term disability leave) for an employer who contributed to the Plan for at least 13 weeks on your behalf in the 36 months immediately before you became disabled.

To be considered disabled, you must receive a disability award from the Social Security Administration. A Disability Pension can be paid to you as long as you remain disabled. Once you are age 65, your Disability Pension will continue as long as you are retired, regardless of whether you remain disabled.

If You Recover From Your Disability Before Age 65

If you recover from your disability and lose entitlement to Social Security benefits before you reach age 65, you must report this to the Board of Trustees within 21 days. Your Disability Pension payments will stop.

If you do not notify the Trustees within 21 days, you will not be eligible for a Regular Pension benefit for six months after the date of your retirement. This penalty will be in addition to a delay for the number of months that may have elapsed since you were notified that your Social Security benefit had ended.

Returning to Work

If you go back to work, you will begin earning Pension Credits again. These will be added to credits earned previously and applied to a Regular or Early Pension. Your previous disability payments will not affect your eligibility for one of these pensions.

Deferred Pension

You are eligible to receive a “Deferred Pension” if you stop working in Covered Employment before you reach Early or Normal Retirement Age and you have earned at least five years of Vesting Service. A Deferred Pension is payable to you when you reach the Normal Retirement Age of 65 or, if you are not covered by the Default Schedule of the Rehabilitation Plan (see page 1), after you reach age 55 and have met early retirement requirements.

You are eligible to receive a “Deferred Pension” of any benefit you accrued in the APP, regardless of your years of Vesting Service, if you were active in the APP as of December 30, 2022.

If you are not eligible for a Deferred Pension as described above, you could still be eligible if:

- you earned at least five years of Vesting Service before June 1, 1988;
- you did not incur a permanent break in service as of June 1, 1988; and
- your participation in this Plan ended before June 1, 1988, due to a plant closing.

Refer to the next section to find out how to determine the amount of your monthly pension benefit.

If Your Total Benefit Is \$5,000 or Less

If the present value of your benefit is \$3,500 or less at the time your pension commences, your benefit will be paid to you as a single lump sum. If the present value of your benefit is more than \$3,500 but not more than \$5,000, inclusive, at the time your pension commences, you will have the option of receiving your benefit in the form of a lump sum or a lifetime monthly annuity.

Mandatory Commencement of Your Pension Benefit

You must begin your pension by April 1 following the calendar year in which you turn 70-1/2 years old, whether or not you continue to work in Covered Employment.

Calculating Your Pension

The amount of your pension benefit from this Plan is determined by the Pension Credits you earned during and before the Contribution Period (through December 31, 2015, and after December 31, 2022), the weekly contribution rate that applies to you, and the benefit rate that is in effect.

If you accrued a benefit under the APP for Covered Employment between January 1, 2016 and December 31, 2022, that APP benefit will be added to the benefit that you accrued in this Plan before January 1, 2016 and after December 31, 2022. For example, you will receive a pension based on any pension benefit you earned in this Plan prior to December 31, 2015, plus any APP benefit you earned, plus any additional pension credit you earn in this Plan on or after January 1, 2023.

FAST FACTS:

- The maximum number of Pension Credits used to calculate your pension benefit is 35 for the benefit you earned through December 31, 2015 and after December 31, 2022.
- Pension Credits earned in the APP are earned in addition to the 35 years of maximum Pension Credits earned through December 31, 2015 and after December 31, 2022.
- All types of pensions are based on calculations for a Regular Pension.
- A reduction applies to your benefit if you retire early or if you become disabled before you turn 65.

Calculating a Regular Pension

Once you know how many Pension Credits you have earned, you can calculate the amount of your monthly pension benefit. By referring to Tables 1, 2, 3 and 4 on the next pages, find the weekly Contribution Rate that applies to you under each Table, and multiply the number of Pension Credits earned by the monthly benefit rate(s) in effect that apply to your employer's weekly contribution rate under each Table. Add the amounts under each Table. The sum of these amounts is the amount of your unreduced, Regular Pension benefit.

The maximum number of Pension Credits used in determining your benefit is 35 for the benefit earned through December 31, 2015 and after December 31, 2022 (Table 1, 2 and 3). Pension Credits earned in the Plan before and during the Contribution Period are added together to determine the 35 credits that provide the maximum benefit. In addition, if you have accumulated more than 35 Pension Credits, the 35 credits that result in the greatest monthly pension benefit will be used. Any benefit accrued under the APP (Table 4) is added to the maximum monthly pension benefit from Tables 1, 2, and 3.

Note: Different benefit rates or weekly contribution rate caps may apply to participants who joined the Plan through the merger of a prior pension plan ("pre-merger" plan). However, you are not entitled to any benefit rate guarantees under a pre-merger plan if you are covered by the Preferred or Default Schedule of the Rehabilitation Plan (see page 1).

What is my "weekly contribution rate"?

For Pension Credits earned through December 31, 2006, your weekly contribution rate is your employer's average contribution rate for your last 36 calendar months of service, or the average through December 31, 2006, if service was less than 36 calendar months.

For Pension Credits earned after December 31, 2006, your weekly contribution rate is your employer's average contribution rate each calendar year.

TABLE 1

Weekly Contribution Rate	Monthly Benefit Rate for Each Pension Credit Earned During the Contribution Period prior to January 1, 2007 (Future Service Accrual Rate = 1.44 or 1.34)	Monthly Benefit Rate for Each Pension Credit Earned Prior to the Contribution Period (Past Service Accrual Rate = 1.00)
\$5.00	\$7.20 (\$5.00 x 1.44)	\$5.00 (\$5.00 x 1)
\$7.50	\$10.80 (\$7.50 x 1.44)	\$7.50 (\$7.50 x 1)
\$10.00	\$14.40 (\$10.00 x 1.44)	\$10.00 (\$10.00 x 1)
\$12.50	\$18.00 (\$12.50 x 1.44)	\$12.50 (\$12.50 x 1)
\$15.00	\$21.60 (\$15.00 x 1.44)	\$15.00 (\$15.00 x 1)
\$17.50	\$25.20 (\$17.50 x 1.44)	\$17.50 (\$17.50 x 1)
\$20.00	\$28.80 (\$20.00 x 1.44)	\$20.00 (\$20.00 x 1)
\$22.50	\$32.40 (\$22.50 x 1.44)	\$20.00 CAP ¹
\$25.00	\$36.00 (\$25.00 x 1.44)	\$20.00 CAP
\$27.50	\$39.60 (\$27.50 x 1.44)	\$20.00 CAP
\$30.00	\$43.20 (\$30.00 x 1.44)	\$20.00 CAP
\$32.50	\$46.80 (\$32.50 x 1.44)	\$20.00 CAP
\$35.00	\$50.40 (\$35.00 x 1.44)	\$20.00 CAP
\$37.50	\$54.00 (\$37.50 x 1.44)	\$20.00 CAP
\$40.00	\$57.60 (\$40.00 x 1.44)	\$20.00 CAP
\$42.50	\$61.20 (\$42.50 x 1.44)	\$20.00 CAP
\$45.00	\$64.80 (\$45.00 x 1.44)	\$20.00 CAP
\$47.50	\$68.40 (\$47.50 x 1.44)	\$20.00 CAP
\$50.00	\$72.00 (\$50.00 x 1.44)	\$20.00 CAP
\$52.50	\$75.35 [(\$50.00 x 1.44) + (\$2.50 x 1.34)]	\$20.00 CAP
\$55.00	\$78.70 [(\$50.00 x 1.44) + (\$5.00 x 1.34)]	\$20.00 CAP
\$57.50	\$82.05 [(\$50.00 x 1.44) + (\$7.50 x 1.34)]	\$20.00 CAP
\$60.00	\$85.40 [(\$50.00 x 1.44) + (\$10.00 x 1.34)]	\$20.00 CAP
\$70.00	\$98.80 [(\$50.00 x 1.44) + (\$20.00 x 1.34)]	\$20.00 CAP
\$80.00	\$112.20 [(\$50.00 x 1.44) + (\$30.00 x 1.34)]	\$20.00 CAP

¹ If the \$20 per week contribution is not reached within the initial five years of participation, the benefit will be determined by the contribution rate in effect at the end of the five-year or lesser period.

TABLE 2

Weekly Contribution Rate	Monthly Benefit Rate for Each Pension Credit Earned During the Contribution Period from January 1, 2007 through March 31, 2009 (Future Service Accrual Rate = 1.15 or 1.07)	Monthly Benefit Rate for Each Pension Credit Earned Prior to the Contribution Period (Past Service Accrual Rate = 1.00)
\$5.00	\$5.75 (\$ 5.00 x 1.15)	\$5.00 (\$5.00 x 1.00)
\$7.50	\$8.63 (\$ 7.50 x 1.15)	\$7.50 (\$7.50 x 1.00)
\$10.00	\$11.50 (\$10.00 x 1.15)	\$10.00 (\$10.00 x 1.00)
\$12.50	\$14.38 (\$12.50 x 1.15)	\$12.50 (\$12.50 x 1.00)
\$15.00	\$17.25 (\$15.00 x 1.15)	\$15.00 (\$15.00 x 1.00)
\$17.50	\$20.13 (\$17.50 x 1.15)	\$17.50 (\$17.50 x 1.00)
\$20.00	\$23.00 (\$20.00 x 1.15)	\$20.00 (\$20.00 x 1.00)
\$22.50	\$25.88 (\$22.50 x 1.15)	\$20.00 CAP ¹
\$25.00	\$28.75 (\$25.00 x 1.15)	\$20.00 CAP
\$27.50	\$31.63 (\$27.50 x 1.15)	\$20.00 CAP
\$30.00	\$34.50 (\$30.00 x 1.15)	\$20.00 CAP
\$32.50	\$37.38 (\$32.50 x 1.15)	\$20.00 CAP
\$35.00	\$40.25 (\$35.00 x 1.15)	\$20.00 CAP
\$37.50	\$43.13 (\$37.50 x 1.15)	\$20.00 CAP
\$40.00	\$46.00 (\$40.00 x 1.15)	\$20.00 CAP
\$42.50	\$48.88 (\$42.50 x 1.15)	\$20.00 CAP
\$45.00	\$51.75 (\$45.00 x 1.15)	\$20.00 CAP
\$47.50	\$54.63 (\$47.50 x 1.15)	\$20.00 CAP
\$50.00	\$57.50 (\$50.00 x 1.15)	\$20.00 CAP
\$52.50	\$60.18 [(\$50.00 x 1.15) + (2.50 x 1.07)]	\$20.00 CAP
\$55.00	\$62.85 [(\$50.00 x 1.15) + (5.00 x 1.07)]	\$20.00 CAP
\$57.50	\$65.53 [(\$50.00 x 1.15) + (7.50 x 1.07)]	\$20.00 CAP
\$60.00	\$68.20 [(\$50.00 x 1.15) + (10.00 x 1.07)]	\$20.00 CAP
\$70.00	\$78.90 [(\$50.00 x 1.15) + (20.00 x 1.07)]	\$20.00 CAP
\$80.00	\$89.60 [(\$50.00 x 1.15) + (30.00 x 1.07)]	\$20.00 CAP

¹ If the \$20 per week contribution is not reached within the initial five years of participation, the benefit will be determined by the contribution rate in effect at the end of the five-year or lesser period.

TABLE 3

Weekly Contribution Rate	Monthly Benefit Rate for Each Pension Credit Earned During the Contribution Period starting April 1, 2009 and ending December 31, 2015 and the Contribution Period starting January 1, 2023 (Future Service Accrual Rate = 0.50)
\$5.00	\$2.50 (\$ 5.00 x 0.50)
\$7.50	\$3.75 (\$ 7.50 x 0.50)
\$10.00	\$5.00 (\$10.00 x 0.50)
\$12.50	\$6.25 (\$12.50 x 0.50)
\$15.00	\$7.50 (\$15.00 x 0.50)
\$17.50	\$8.75 (\$17.50 x 0.50)
\$20.00	\$10.00 (\$20.00 x 0.50)
\$22.50	\$11.25 (\$22.50 x 0.50)
\$25.00	\$12.50 (\$25.00 x 0.50)
\$27.50	\$13.75 (\$27.50 x 0.50)
\$30.00	\$15.00 (\$30.00 x 0.50)
\$32.50	\$16.25 (\$32.50 x 0.50)
\$35.00	\$17.50 (\$35.00 x 0.50)
\$37.50	\$18.75 (\$37.50 x 0.50)
\$40.00	\$20.00 (\$40.00 x 0.50)
\$42.50	\$21.25 (\$42.50 x 0.50)
\$45.00	\$22.50 (\$45.00 x 0.50)
\$47.50	\$23.75 (\$47.50 x 0.50)
\$50.00	\$25.00 (\$50.00 x 0.50)
\$52.50	\$26.25 (\$52.50 x 0.50)
\$55.00	\$27.50 (\$55.00 x 0.50)
\$57.50	\$28.75 (\$57.50 x 0.50)
\$60.00	\$30.00 (\$60.00 x 0.50)
\$70.00	\$35.00 (\$70.00 x 0.50)
\$80.00	\$40.00 (\$80.00 x 0.50)

TABLE 4: APP BENEFIT

Weekly Contribution Rate	Monthly Benefit Rate for Each Pension Credit Earned During the Contribution Period starting January 1, 2016 and ending December 31, 2022 (Accrual Rate = 0.50¹)
\$5.00	\$2.50 (\$ 5.00 x 0.50)
\$7.50	\$3.75 (\$ 7.50 x 0.50)
\$10.00	\$5.00 (\$10.00 x 0.50)
\$12.50	\$6.25 (\$12.50 x 0.50)
\$15.00	\$7.50 (\$15.00 x 0.50)
\$17.50	\$8.75 (\$17.50 x 0.50)
\$20.00	\$10.00 (\$20.00 x 0.50)
\$22.50	\$11.25 (\$22.50 x 0.50)
\$25.00	\$12.50 (\$25.00 x 0.50)
\$27.50	\$13.75 (\$27.50 x 0.50)
\$30.00	\$15.00 (\$30.00 x 0.50)
\$32.50	\$16.25 (\$32.50 x 0.50)
\$35.00	\$17.50 (\$35.00 x 0.50)
\$37.50	\$18.75 (\$37.50 x 0.50)
\$40.00	\$20.00 (\$40.00 x 0.50)
\$42.50	\$21.25 (\$42.50 x 0.50)
\$45.00	\$22.50 (\$45.00 x 0.50)
\$47.50	\$23.75 (\$47.50 x 0.50)
\$50.00	\$25.00 (\$50.00 x 0.50)
\$52.50	\$26.25 (\$52.50 x 0.50)
\$55.00	\$27.50 (\$55.00 x 0.50)
\$57.50	\$28.75 (\$57.50 x 0.50)
\$60.00	\$30.00 (\$60.00 x 0.50)
\$70.00	\$35.00 (\$70.00 x 0.50)
\$80.00	\$40.00 (\$80.00 x 0.50)

¹ Only participants that were active as of December 30, 2022, are eligible for the 0.5 accrual rate. All participants that terminated before this date should refer to the APP SPD for a description of their accrual rate while in the APP. For any APP-only participant who accrued an APP benefit above the 0.5 accrual rate, that higher APP accrual rate still applies.

Below are some examples to help you determine the amount of your own pension benefit.

FOR EXAMPLE:

Drew was hired by a Contributing Employer on January 1, 2004, at age 43. Drew will be 65 on December 31, 2025, and decides to retire January 1, 2026 with 22 Pension Credits.

Drew worked more than 48 weeks each year from years 2004 through 2025. (Note: this also assumes that in 2009, Drew worked 13 weeks from January 1, 2009 through March 31, 2009 and 36 weeks from April 1, 2009 through December 31, 2009.) Assuming a weekly contribution rate of \$15, Drew's monthly pension amount would be calculated like this:

- ⇒ 3 Pension Credits (from January 1, 2004 to December 31, 2006) x \$21.60 (the benefit rate for a \$15 contribution rate under Table 1) = \$64.80; plus
- ⇒ 2 and 3/12 Pension Credits (from January 1, 2007 to March 31, 2009) x \$17.25 (the benefit rate for a \$15 contribution rate under Table 2) = \$38.81; plus
- ⇒ 6 and 9/12 Pension Credits (from April 1, 2009 to December 31, 2015) x \$7.50 (the benefit rate for a \$15 contribution rate under Table 3) = \$50.63; plus
- ⇒ 3 Pension Credits (from January 1, 2023 to December 31, 2025) x \$7.50 (the benefit rate for a \$15 contribution rate under Table 3) = \$22.50; plus
- ⇒ 7 Pension Credits from the APP (from January 1, 2016 to December 31, 2022) x \$7.50 (the benefit rate for a \$15 contribution rate under Table 4) = \$52.50

Therefore, Drew will receive a monthly pension benefit from this Plan of \$229.24 (\$64.80 + \$38.81 + \$50.63 + \$22.50 + \$52.50).

FOR EXAMPLE:

Ariel was hired by a Contributing Employer on January 1, 2000, at age 20 and will be 65 on December 31, 2044. Assuming Ariel works more than 48 weeks each calendar year until age 65, at retirement, Ariel will have 45 years of service, however the Plan will only provide for 35 Pension Credits earned through December 31, 2015 and after December 31, 2022. (Note: this also assumes that in 2009, Ariel worked 13 weeks from January 1, 2009 through March 31, 2009 and 36 weeks from April 1, 2009 through December 31, 2009.) This example assumes a weekly contribution rate of \$15.

Since Ariel has exceeded the service limit under the Plan at the time of retirement, the 35 years earned under this Plan through December 31, 2015 and after December 31, 2022 that provide the highest level of benefit, plus the benefit earned in the APP, are counted. The Pension Credits that result in the highest benefit are:

- ⇒ 7 Pension Credits (from January 1, 2000 to December 31, 2006) x \$21.60 (the benefit rate for a \$15 contribution rate under Table 1) = \$151.20; plus
- ⇒ 2 and 3/12 Pension Credits (from January 1, 2007 to March 31, 2009) x \$17.25 (the benefit rate for a \$15 contribution rate under Table 2) = \$38.81; plus
- ⇒ 6 and 9/12 Pension Credits (from April 1, 2009 to December 31, 2015) x \$7.50 (the benefit rate for a \$15 contribution rate under Table 3) = \$50.63; plus
- ⇒ 19 Pension Credits (from January 1, 2023 to December 31, 2044) x \$7.50 (the benefit rate for a \$15 contribution rate under Table 3) = \$142.50; plus
- ⇒ 7 Pension Credits from the APP (from January 1, 2016 to December 31, 2022) x \$7.50 (the benefit rate for a \$15 contribution rate under Table 4) = \$52.50

Therefore, Ariel will receive a monthly pension benefit of \$435.64 (\$151.20 + \$38.81 + \$50.63 + \$142.50 + \$52.50).

If Your Employer’s Contribution Rate Increases under the Default Schedule

If your employer’s contribution rate increased under the Default Schedule, this increase will not be counted in determining the amount of your pension benefit, nor will any contribution surcharges the employer paid under the Pension Protection Act.

Pension Credits from More Than One Contributing Employer

If you have earned Pension Credits while working for more than one Contributing Employer, your benefit will be calculated using credits earned from both Contributing Employers. Your benefit will be the sum of the amounts earned for service with each employer, using contribution rates generally in effect when you left Covered Employment in each instance. Your benefit may be affected if each of your employers were subject to different Rehabilitation Plan Schedules.

Calculating an Early Pension

To determine how much your pension benefit will be if you retire early, calculate what your Regular Pension benefit would be and reduce it based on the reduction factors listed below, which show the applicable reduction factors for retirement before age 65. This reduction accounts for the fact that you will receive benefits from the Plan for a longer period than if you had waited to retire at an older age. To calculate your benefit correctly you must first determine whether you are covered by a Schedule under the Rehabilitation Plan.

Reduction Factors

If you retire early and are covered by a Preferred Schedule, your benefit will be reduced using the factors in the following schedule:

AGE	PLAN FACTOR	APP FACTOR
55	0.3945	0.4463
56	0.4302	0.4804
57	0.4696	0.5178
58	0.5133	0.5588
59	0.5619	0.6041
60	0.6159	0.6540
61	0.6762	0.7092
62	0.7436	0.7705
63	0.8192	0.8386
64	0.9042	0.9148

The above chart shows the factors at whole ages. A pro-rata adjustment will apply based on your actual age. For example, if you were to retire at age 59 and 6 months, the actuarial reduction factor would be 0.5889 (6/12 x (0.5619 + 0. 6159)).

Under no circumstances can your early retirement pension benefit be less than your early pension benefit amount if you had retired as of December 31, 2022, and used the Plan's factors for the portion of your benefit earned through December 31, 2015, and the APP's factors for the portion of your benefit earned from January 1, 2016 through December 31, 2022.

If you are covered by the Default Schedule, you are not entitled to an Early Pension.

FOR EXAMPLE:

Covered by the Preferred Schedule, Yael is entitled to receive \$500 a month for a Regular Pension based on Pension Credits earned and the employer's contribution rate, presuming a retirement at age 65. However, Yael decides to retire at age 60. (Note: \$200 of the regular pension benefit was earned through December 31, 2015; \$200 was earned in the APP from January 1, 2016 through December 31, 2022, and \$100 was earned after December 31, 2022.)

Yael early pension is the amount of (1) or (2) below, whichever is greater:

⇒ (1): Total Benefit x Plan Factor: \$500 (Regular Pension monthly amount) x Actuarial Equivalent Factor (0.6159) = \$307.95

⇒ (2): Plan Accrued Benefit x Plan Factor + APP Accrued Benefit x APP Factor:

- \$200 (Regular Pension monthly amount earned through December 31, 2015) x Actuarial Equivalent Factor (0.6159) = \$123.18; plus
- \$200 (Regular Pension monthly amount earned in APP) x Actuarial Equivalent Factor (0.6540) = \$130.80

At 60, Yael is entitled to receive a monthly benefit of \$307.95, (which is greater than \$253.98 [\$123.18 + \$130.80]).

Calculating a Disability Pension

A Disability Pension is calculated the same way as an Early Pension. Again, you must determine whether you are covered by a Schedule under the Rehabilitation Plan. If you are covered by the Default Schedule, you are not entitled to a Disability Pension.

Once you have determined that you are eligible for a Disability Pension, start with the amount of your Regular Pension and multiply it by the reduction factor for your age when you commence benefits as outlined below.

If you begin your Disability Pension prior to age 65, your benefit will be actuarially reduced based on the age at which you begin your Disability Pension.

Under no circumstances can your disability pension benefit be less than your disability benefit amount if you had become disabled as of December 31, 2022, and used the Plan's factors for the portion of your benefit earned through December 31, 2015, and the APP's factors for the portion of your benefit earned from January 1, 2016 through December 31, 2022.

AGE	PLAN FACTOR	APP FACTOR
45	0.1744	0.2257
46	0.1887	0.2408
47	0.2042	0.2570
48	0.2211	0.2745
49	0.2396	0.2935
50	0.2598	0.3140
51	0.2819	0.3362
52	0.3062	0.3603
53	0.3329	0.3865
54	0.3622	0.4151
55	0.3945	0.4463
56	0.4302	0.4804
57	0.4696	0.5178
58	0.5133	0.5588
59	0.5619	0.6041
60	0.6159	0.6540
61	0.6762	0.7092
62	0.7436	0.7705
63	0.8192	0.8386
64	0.9042	0.9148

The above chart shows the factors at whole ages. A pro-rata adjustment will apply based on your actual age. For example, if you were to retire at age 59 and 6 months, the actuarial reduction factor would be 0.5889 (6/12 x (0.5619 + 0. 6159)).

To the extent there is a delay in approval of your disability pension you will receive a retroactive payment equal to your monthly Disability Pension under the Plan multiplied by the number of months (if any) between the date you became entitled to Social Security Disability Benefits and the Annuity Starting Date of your Disability Pension under the Plan. The retroactive payment will not be made if you submit an application to the Plan for a Disability Pension more than 24 months following the date of determination of your Social Security Disability award.

Your “Annuity Starting Date” is the date that your pension is first payable.

Calculating a Deferred Pension

If you begin your Deferred Pension after you reach Normal Retirement Age, there is no reduction factor for age. A Deferred Pension is calculated just like a Regular Pension – by multiplying your Pension Credits by the benefit rate in effect for your employer’s weekly contribution rate at the time you left Covered Employment.

If you begin your Deferred Pension before Normal Retirement Age, your Deferred Pension will be reduced the same way as an Early Pension, as explained above. You must determine whether you are covered by a Schedule under the Rehabilitation Plan to calculate your benefit. If you are covered by the Default Schedule, you are not entitled to begin your Deferred Pension before Normal Retirement Age.

Pension Payment Options

When you apply for your pension, you may elect to provide a benefit for your Spouse or Domestic Partner, or you may elect an unreduced monthly benefit payable for your lifetime.

FAST FACTS:

- The standard form of payment for married participants is the 50% Spouse's Pension option. You may elect a 75% Spouse's Pension instead. If you have a Domestic Partner, you may elect a 50% Domestic Partner Pension or 75% Domestic Partner Pension if you are not subject to the Default Schedule.
- The standard form of payment for participants without a Spouse or a Domestic Partner is the Single Life Annuity.
- Once you begin receiving your benefit in one of the payment forms described below, you may not change it.

Spouse's Pensions (50% and 75%)

50% Spouse's Pension

If you are legally married for at least one year on the date you are first entitled to receive a pension, the standard form of payment is the 50% Spouse's Pension. This form of payment provides you with a reduced pension that continues for as long as you live. When you die, your Spouse will receive one-half (50%) of the amount you were receiving until their death.

The 50% Spouse's Pension is automatically in effect if you are married unless you and your Spouse reject it in a formal written waiver. To reject this payment option, you must have your Spouse's written and notarized consent. If you reject this form of payment, you may elect the "Single Life Annuity" or the "75% Spouse's Pension," which are both described in this section.

Grandfathered or pre-merger benefit forms and pension reductions that are different from those described in this booklet are eliminated.

Calculating the 50% Spouse's Pension Reduction

To calculate your monthly benefit under this form of payment, your Regular, Early, or Deferred Pension amount is multiplied by an actuarially equivalent factor. This factor is calculated using the Actuarial Equivalent factors defined in Section 1.01 of the Plan Document and is dependent on your age and your spouse's age when you begin your monthly pension benefit.

For purposes of the Plan, your "Spouse" is a person to whom you are legally married.

FOR EXAMPLE:

Rowan is married and does not reject the 50% Spouse's Pension upon retirement at age 65. Rowan is entitled to receive \$300 a month as a Regular Pension. If Rowan's spouse is age 67, the pension would be calculated as follows:

- ⇒ Actuarial Equivalent Factor = 0.9347
- ⇒ Pension Benefit = \$300.00 x 0.9347 = \$280.41

When Rowan retires under the 50% Spouse's Pension, the benefit is \$280.41 a month. If Rowan dies before the spouse, the spouse will receive 50% of the pension, or \$140.21 each month for the rest of their life.

If You Retire With a 50% Spouse's Disability Pension

If you are married and you retire with a 50% Spouse's Disability Pension, your Disability Pension amount is multiplied by the same factor as if you were not disabled.

Once Your Benefit Begins, the Spouse's Benefit Remains in Effect

The 50% Spouse's Pension option is voided if your Spouse dies or if you are divorced before you begin your pension benefit (except as provided in a Qualified Domestic Relations Order or "QDRO," which is described on page 25). Once your benefit begins, your benefit will not increase if you divorce or your Spouse dies before you. If your Spouse predeceases you, no benefit will be paid to a beneficiary. However, your divorced Spouse may be entitled to a percentage of your pension benefit, or your surviving divorced Spouse may be entitled to a survivor benefit if directed by a legally binding court order. See the "Life Events" section for more information about your benefit in the event of divorce.

75% Spouse's Pension

If you have been married for at least one year on the date you are first entitled to receive a pension benefit, you may elect the 75% Spouse's Pension in lieu of the 50% Spouse's Pension. This form of payment provides you with a reduced pension benefit that continues for as long as you live. When you die, your Spouse will continue to receive 75% of the amount you were receiving for the rest of their life.

To elect the 75% Spouse's Pension, you and your Spouse must formally reject the 50% Spouse's Pension option in accordance with Plan rules. See page 20 for more information on rejecting the 50% Spouse's Pension option if you are married.

Calculating the 75% Spouse's Pension Reduction

To calculate your monthly payments under this form of payment, your Regular, Early, or Deferred Pension amount is multiplied by an actuarial equivalent factor. This factor is calculated using the Actuarial Equivalent factors defined in Section 1.01 of the Plan Document and is dependent on your age and your Spouse's age when you begin your monthly pension benefit.

FOR EXAMPLE:

In the above example, assume Rowan is married and elects the 75% Spouse's Pension upon retirement at age 65. Rowan is entitled to receive \$300 a month as a Regular Pension. If Rowan's Spouse is age 67, the pension would be calculated as follows:

- ⇒ Actuarial Equivalent Factor = 0.9052
- ⇒ Pension Benefit = \$300.00 x 0.9052 = \$271.56.

When Rowan retires under the 75% Spouse's Pension, the Plan will pay a benefit of \$271.56 per month. If Rowan predeceases the Spouse, the Spouse will receive 75% of Rowan's pension, or \$203.67 per month for the rest of their life.

If You Retire With a 75% Spouse's Disability Pension

If you are married and you retire with a 75% Spouse's Disability Pension, your Disability Pension amount is multiplied by the same factor as if you were not disabled.

Once Your Benefit Begins, the Spouse's Benefit Remains in Effect

The 75% Spouse's Pension option is voided if your Spouse dies or if you are divorced before you begin your pension benefit (except as provided in a "QDRO," which is described on page 25). Once your benefit begins, your benefit will not increase if your Spouse dies before you do. In the event your Spouse predeceases you; no benefit will be paid to a beneficiary. However, your divorced Spouse may be entitled to a percentage of your pension benefit, or your surviving divorced Spouse may be entitled to a survivor benefit if directed by a legally binding court order. See the "Life Events" section for more information about your benefit in the event of divorce.

Domestic Partner Pensions (50% and 75%)

You and your Domestic Partner may be eligible for a 50% or 75% Domestic Partner benefit if you have met the Plan's requirements to be recognized as a "Domestic Partner" for the 12 consecutive months prior to commencing such benefit.

For purposes of the Plan, your "Domestic Partner" is a person of the same or opposite sex who does not meet the Plan's definition of "Spouse" and who is:

- at least 18 years old;
- competent to enter into a contract;
- not related to you by marriage or blood closer than permitted under the marriage laws of your state of residence;
- neither you nor your Domestic Partner is legally married to, or separated from, or the domestic partner of another person; and
- you submit an affidavit prior to the date your benefit commences which documents your Domestic Partner status in accordance with Plan procedures.

50% Domestic Partner Pension

If you are not subject to the Default Schedule and you have a Domestic Partner on the date you are first entitled to receive a pension benefit, you may elect the 50% Domestic Partner Pension. This form of payment provides you with a reduced pension that continues for as long as you live. When you die, your Domestic Partner will continue to receive 50% of the amount you were receiving for the rest of their life.

Calculating the 50% Domestic Partner Pension Reduction

To calculate your monthly benefit under this form of payment, your Regular, Early, or Deferred Pension amount is multiplied by the same factor as if your Domestic Partner were your Spouse.

See the “Calculating the 50% Spouse’s Pension Reduction” for an example of how this benefit is calculated.

If You Retire With a 50% Domestic Partner’s Disability Pension

If you retire with a Disability Pension and you elect the 50% Domestic Partner Pension, your Disability Pension amount is multiplied by the same factor as if your Domestic Partner were your Spouse.

Once Your Benefit Begins, the Domestic Partner’s Benefit Remains in Effect

The 50% Domestic Partner Pension option is voided if your Domestic Partner dies, or your Domestic Partner relationship terminates before you begin your pension benefit. Once your benefit begins, your benefit will not increase if your Domestic Partner dies before you do or if your Domestic Partner relationship ends. In such cases, no benefit will be paid to a beneficiary. Also, your surviving Domestic Partner will not be entitled to benefit payments after your death if your Domestic Partner relationship ends after retirement.

75% Domestic Partner Pension

If you are not subject to the Default Schedule and you have a Domestic Partner on the date you are first entitled to receive a pension benefit, and you elect a 75% Domestic Partner Pension, you will receive a reduced pension that continues for as long as you live. When you die, your Domestic Partner will continue to receive 75% of the amount you were receiving until the Domestic Partner dies.

If your Domestic Partner is more than 19 years younger than you, federal law may prohibit you from electing the 75% Domestic Partner Pension, or the amount of the survivor benefit may be further reduced.

Calculating the 75% Domestic Partner Pension Reduction

To calculate your monthly payments under this form of payment, your Regular, Early, or Deferred Pension amount is multiplied by the same factor as if your Domestic Partner were your Spouse.

See the “Calculating the 75% Spouse’s Pension Reduction” for an example of how this benefit is calculated.

If You Retire With a 75% Domestic Partner’s Disability Pension

If you retire with a Disability Pension and you elect the 75% Domestic Partner Pension, your Disability Pension amount is multiplied by the same factor as if your Domestic Partner were your Spouse.

Once Your Benefit Begins, the Domestic Partner's Benefit Remains in Effect

The 75% Domestic Partner Pension option is voided if your Domestic Partner dies or if your Domestic Partner relationship terminates before you begin your pension benefit. Once your benefit begins, your benefit will not increase if your Domestic Partner dies before you do or if your Domestic Partner relationship ends. In such cases, no benefit will be paid to a beneficiary. Also, your surviving Domestic Partner will not be entitled to benefit payments after your death if your Domestic Partner relationship ends after retirement.

Single Life Annuity

The standard form of payment for unmarried participants is a Single Life Annuity. The Single Life Annuity is a monthly benefit that is payable to you until your death. Pension payments do not continue to a beneficiary when you die.

If you are married to a Spouse and you and your Spouse formally reject the 50% Spouse's Pension option, you may elect to receive your benefit as a Single Life Annuity. See page 20 for more information on rejecting the 50% Spouse's Pension option if you are married. If you have a Domestic Partner, you may elect to receive your benefit as a Single Life Annuity instead of a Domestic Partner pension (if eligible) without the consent of your Domestic Partner.

Small Pensions

If the actuarial present value of your benefit is \$3,500 or less when you apply for a Single Life Annuity benefit, your benefit will be paid in a single lump sum rather than in one of the payment options described above. The lump sum payment will be calculated based on your Annuity Starting Date. If the present value of your Single Life Annuity benefit is more than \$3,500 but not more than \$5,000, inclusive, you will have the option of receiving your benefit payable in a single lump sum instead of the other forms of payment.

Life Events

At certain times in your life, you may experience event” that can affect your pension benefit, such as marriage, divorce or stopping work.

FAST FACTS:

- Generally, if you experience a “life event,” you should notify the Fund Office.
- In addition to the Spouse and Domestic Partner protection that is available to eligible participants through the Spouse’s Pension (and Domestic Partner Pension) payment option, your Spouse is protected if you die after you are vested but before you retire.
- Once your pension payments begin, some types of employment will cause your pension to be suspended.

If You Marry

When you are legally married to a Spouse, certain Plan rules and provisions apply to you and your Spouse. Contact the Fund Office to make sure your beneficiary information is up to date.

If you are married for at least one year before you retire, your standard form of payment option when you retire is the “Spouse’s Pension” (described in the previous section). The Spouse’s Pension provides a reduced monthly benefit so that if you die before your Spouse does, your Spouse will continue to receive a monthly benefit of one-half (50%) the amount you were receiving prior to your death.

If you do not want to elect the Spouse’s Pension, you and your Spouse must waive the Spouse’s Pension option in writing, and it must be witnessed by a notary public.

If you get married after you retire, you cannot change your method of payment from the Single Life Annuity to the Spouse’s Pension.

If you are vested in the Plan, your Spouse is eligible for a Preretirement Surviving Spouse benefit if you die before you retire. Under this benefit, your surviving Spouse (if you are married for at least a year before your death) is eligible to receive a portion of your pension benefit. See “If You Die” later in this section for more information.

If You Divorce

If you divorce either before or after retirement, certain payments could be made from your pension benefit to your Spouse, former Spouse, child or other dependent under a Qualified Domestic Relations Order (QDRO). A QDRO is a legal document that must meet the Plan requirements and be entered by a court.

The Plan’s QDRO procedures is available from the Fund Office. You may request a copy of these procedures at no charge. If you have any questions about QDROs you should contact the Fund Office.

If you divorce after your pension benefit payments begin in the form of a Spouse's Pension, payments will continue in effect and benefits will be paid to your former Spouse when you die.

Moving? Notify the Fund Office of your new address and contact information as soon as possible to make sure your records are kept up to date.

If You Have a Domestic Partner

If you have a Domestic Partner, certain Plan rules and provisions apply to you and your Domestic Partner. You should contact the Fund Office to make sure your beneficiary information is up to date.

If you have a Domestic Partner before you retire, you may elect a Domestic Partner Pension option when you retire instead of the Single Life Annuity, provided that you are not subject to the Default Schedule. The Domestic Partner Pension provides a reduced monthly benefit so that if you die before your Domestic Partner, your Domestic Partner will continue to receive a monthly benefit of 50% (or, if you choose, 75%) of the amount that you were receiving prior to your death.

If you do not have a Domestic Partner until after you retire, you cannot change your method of payment from the Single Life Annuity to the Domestic Partner Pension.

If You Have a Break in Service

A break in service generally applies only to non-vested participants. Once you are vested in the Plan, the Vesting Service and Pension Credits you have earned cannot be canceled.

A break in service for a non-vested participant means that your Participation, Pension Credits, and previous years of Vesting Service are canceled for purposes of determining your eligibility for, and the amount of, your pension benefit. A break in service can be repaired, meaning your years of Vesting Service and Pension Credits are restored, if you return to work and earn one year of Vesting Service before your break in service becomes permanent.

You will incur a one-year break in service in any calendar year in which you do not complete 11 or more weeks of service. If your employer contributes for each hour worked rather than based on work weeks, you incur a one-year break in service if you fail to reach at least 500 hours of service in a calendar year. If you are absent from employment due to maternity or paternity reasons, you will be credited with service during the period of absence. The maximum number of hours of service you will be credited for any absence in a year is the amount necessary to avoid a one-year break in service up to a maximum of 11 weeks, or 500 Hours of Service.

Maternity or paternity absence is due to one of the following reasons:

- The birth of your child.
- The placement with you of an adopted child.
- Your pregnancy.
- Care of a newborn or adopted child beginning immediately after the birth or placement.

A break in service does not include any period you were on leave that qualifies under the Family and Medical Leave Act of 1993, provided you return to employment within the period required for reemployment rights.

Your years of Vesting Service and Pension Credits will be permanently lost if you have five consecutive one-year breaks in service before you are vested. This is known as a permanent break in service. However, as noted earlier, a break in service can be repaired if you return to Covered Employment and earn one year of Vesting Service before any break in service becomes permanent.

FOR EXAMPLE:

Jayce has three years of Vesting Service. If Jayce has fewer than 11 weeks of service in the fourth year of participation, the previously earned Pension Credits and years of Vesting Service are canceled temporarily. If Jayce has fewer than 11 weeks of service in the next three years, the break is still considered temporary. However, if Jayce has fewer than 11 weeks of service in the eighth year, that is a permanent break in service because by the end of the eighth year, Jayce will have incurred five consecutive one-year breaks in service.

The Trustees have changed these rules from time to time, and this document is written to explain the Plan's rules as of January 1, 2023. Note that there were major changes in the rules regarding a permanent break in service in 1988. If you believe the previous rules may be applicable to you, we encourage you to contact the Fund Office.

If You Enter the Military

If you enter the U.S. military, you are still eligible to earn Pension Credits and Vesting Service. Under the Uniformed Services Employment and Reemployment Rights Act (USERRA) (or any prior Veterans' Rights law), if you meet all necessary requirements for qualified military service, you will receive credit during your period of qualified military service.

If you die on or after January 1, 2007 while performing qualified military service, the period of your qualified military service will be treated as Vesting Service under the Plan.

Make sure you contact the Fund Office before your leave of absence. The Fund Office can give you information about what you need to do to receive credit during your period of service in the military.

If You Stop Working

If you leave Covered Employment and you are vested in the Plan, you may apply for a pension benefit. Generally, you are eligible to receive a pension benefit when you turn 65, unless you qualify for an Early Pension, in which case you may be eligible as early as age 55. See page 7 for more information. You are not entitled to an Early Pension if you are subject to the Default Schedule.

If you are not vested in the Plan when you leave Covered Employment, you are not eligible for a pension benefit from this Plan.

All participants that were active in the APP as of December 20, 2022, are fully vested in their APP benefit and are eligible to receive their APP pension benefit from this Plan.

If You Work Beyond Normal Retirement Age

You are not required to retire from the Plan at Normal Retirement Age. However, you must begin to receive your pension benefit no later than April 1 following the calendar year in which you reach age 70-1/2. On that date, the Plan is required to begin your pension benefits as if you were married to a Spouse who is three years younger than you are, even if you do not complete an application for benefits.

If You Retire

When you decide to retire, you should apply at least 60 days before your desired retirement date, but not more than 90 days before that date. Contact the Fund Office to request a benefit application form.

In order to receive your retirement benefits, you may be required to submit certain types of proof. When the Fund Office receives your application, you will be given a description of any necessary documents, the payment options that apply to your personal situation and information about benefits for your Spouse or Domestic Partner in the event of your death. For more information, see “Applying for a Pension” starting on page 32.

If You Return to Work After Retirement

You are expected to retire from Covered Employment and commence a pension benefit from the Plan. Once your pension payments begin, certain types of post-retirement employment will cause your pension to be suspended during the months you work (or even beyond those months worked under certain circumstances). This category of work is called “Disqualifying Employment.” The definition of Disqualifying Employment depends on your age, as described below.

Disqualifying Employment Before Normal Retirement Age

Before Normal Retirement Age, your monthly pension benefit will be suspended for any month in which you work in Disqualifying Employment. After termination of Disqualifying Employment, your pension benefit will continue to be suspended for an additional six months. Further, if you do not notify the Fund Office of Disqualifying Employment, or if you willfully misrepresent Disqualifying Employment, your benefits may be suspended for a second six-month period. Under no circumstances will these additional suspension periods continue beyond Normal Retirement Age.

Before Normal Retirement Age, Disqualifying Employment is either:

- any Covered Employment with a Contributing Employer;
- full time (1,000 or more hours per calendar year) employment in any business that is or may be under the jurisdiction of The NewsGuild-CWA; or
- supervisory work involving the skills of an employee of a Contributing Employer in a trade or craft that is or may be under the jurisdiction of The NewsGuild-CWA.

Note that work performed as an independent contractor is generally not considered Disqualifying Employment.

Disqualifying Work After Normal Retirement Age

The benefit suspension rules for Disqualifying Employment differ if you return to work after Normal Retirement Age, as compared to the rules described above if you return to work before reaching Normal Retirement Age. After Normal Retirement Age, if you work or are paid for more than 40 hours in any month in Disqualifying Employment, your monthly pension benefit will be suspended for that month of work in Disqualifying Employment.

After Normal Retirement Age, Disqualifying Employment is defined as work:

- with an employer obligated to make contributions to the Plan when you retired;
- in any occupation, trade or craft in which you were employed that was covered by the Plan, or any occupation, trade or craft covered by the Plan when your pension payments began, or supervisory work involving the skills of an employee of a Contributing Employer in a trade or craft that is or may be under the jurisdiction of The NewsGuild-CWA; and
- in the geographic area covered by the Plan when you began receiving your pension payments.

Notwithstanding the foregoing, work for which contributions to the Plan are required at the time of this work shall be considered Disqualifying Employment. Work performed as an independent contractor is generally not considered Disqualifying Employment.

If you think that you may be about to start Disqualifying Employment, you must notify the Fund Office in writing within 21 days of starting such work. If you fail to provide this notice, the Plan will assume you are working in Disqualifying Employment and suspend your benefits until you either stop working in such employment and notify the Plan, or otherwise prove that such employment is not considered disqualifying under the rules of the Plan. You may ask the Trustees to consider in advance whether the employment you are planning will result in the suspension of your benefit. You may be asked to sign a statement periodically that you are not working in Disqualifying Employment. Remember, the Board of Trustees will receive information from your employer if you return to work covered by this Plan.

If Your Pension Is Suspended

If your pension is suspended, you will be notified in writing of the decision to suspend your benefits as soon as practicable, and usually in the first month your benefits are suspended. The notification will explain why your benefits are suspended, including relevant Sections of the Plan Document and the Department of Labor regulations. If you believe the decision to suspend your benefits is in error, you may appeal the suspension. (See page 34 for more information on the Plan's appeal procedure.)

If you stop working in Disqualifying Employment and want to retire again, you must notify the Fund Office in writing of the date you last worked in Disqualifying Employment. Your pension will start no later than the first day of the third month after your benefits were suspended. If you have already been paid a pension for months during which your benefits should have been suspended, and your pension was first payable before Normal Retirement Age, your pension payments will be actuarially reduced after the period of suspension to make up for such prior overpayments.

Your new monthly pension benefit may be increased, if applicable, for any additional accrual due to Pension Credits earned during the period of suspension. It may also be increased for months during which your pension benefits were suspended under the Plan but should not have been. If you retired on an Early Pension, your new monthly pension may also be adjusted to remove some of the reduction applied due to your age.

There is no suspension of benefits under the Plan on or after April 1 following the calendar year in which you attain age 70-1/2.

If You Become Disabled

If you become disabled before you reach Normal Retirement Age, you may be eligible to receive a Disability Pension from this Plan if you are not covered by the Default Schedule. To be eligible, you must have:

- become disabled before age 65;
- earned at least 10 Pension Credits, including three of which you earned during the Contribution Period; and
- worked at least 13 weeks for a Contributing Employer (including time spent on Long Term Disability leave) in the three calendar years before the year in which you became disabled.

Proof of Disability

To be considered disabled, you must receive a disability award from the Social Security Administration. A Disability Pension can be paid as long as you are disabled. However, once you are 65, your disability benefits will convert into a Regular Pension and will continue as long as you are retired, regardless of whether or not you remain disabled. (For more information about Disability Pensions, see page 7.)

Returning to Work

If you go back to work, you will begin earning Pension Credits again. These will be added to credits earned previously and applied to a Regular or Early Pension. Your previous disability payments will not affect your eligibility for one of these pensions.

If You Die

If you die while you are receiving a pension benefit and are legally married, your Spouse will receive 50% (or 75%, if elected) of the benefit amount you had been receiving prior to your death, unless you and your Spouse rejected the 50% or 75% Spouse's Pension payment option at the time of your retirement in favor of a Single Life annuity. For more information about the 50% and 75% Spouse's Pension payment option and rejection, see the "Pension Payment Options" section.

If you are not covered by the Default Schedule and you have a Domestic Partner and you die while you are receiving a Domestic Partner Pension benefit, your surviving Domestic Partner thereunder will receive 50% (or, if elected, 75%) of the benefit amount you had been receiving prior to your death. If you elected the Single Life Annuity instead, no payment will be made to

anyone upon your death. For more information about the 50% and 75% Domestic Partner Pension payment option and rejection, see the “Pension Payment Options” section.

Preretirement Surviving Spouse Benefit

In order for your Spouse to be eligible for the Preretirement Surviving Spouse benefit, you and your Spouse must have been married throughout the one-year period prior to your death.

If you are vested and die before retirement, your Spouse (if legally married to you) will be eligible for a Preretirement Surviving Spouse benefit. The amount of the benefit is calculated as if you had retired on the day before your death, using the 50% Spouse’s Pension payment option. As a result, your Spouse’s benefit is one-half (50%) of the benefit you would have received at the time of your death.

If you die after age 55 (age 65, if you are covered by the Default Schedule), your Spouse will receive a Preretirement Surviving Spouse benefit calculated as if you had retired with a 50% Spouse’s Pension in effect the day before you died. If you are younger than 55 when you die, the benefit is calculated as if you left employment with a Contributing Employer on your date of death but lived to retire at age 55. Your surviving Spouse will not begin to receive benefits until the date you would have reached age 55 (age 65, if covered by the Default Schedule). Your surviving Spouse may defer this benefit to April 1 after the calendar year in which you would have reached age 70-1/2.

Applying for a Pension

FAST FACTS:

- To receive benefits from this Plan, you must file an application for a pension with the Board of Trustees, except in the case of a required minimum distribution or cash-out for vested benefits not more than \$3,500.
- To ensure that your pension begins on time, you should submit your application at least 12 weeks before you intend to retire.
- Plan rules require that you must begin your pension no later than April 1 following the calendar year in which you reach age 70-1/2.

When you apply, the Fund Office will provide you with information to help you choose among the benefit options that are available to you under this Plan. In addition, you will be provided information on how the available options affect your estimated pension amount.

How to Apply

Your pension application must be properly completed in writing and filed with the Fund Office before the date your pension is payable, which is called your “Annuity Starting Date.” To ensure that your Annuity Starting Date and type of benefit payment are not affected, follow these steps:

- Request the pension application by phone or email to the Fund Office at least 60 days before your planned Annuity Starting Date. You will be asked to verify your marital status and birth date, which are necessary to estimate the amount of your pension benefit.
- The Fund Office will send the application package to you before your Annuity Starting Date. The package contains requests for confirmation of employment history and personal background, descriptions of the available payment, and estimates of your monthly benefit amount under the Plan’s payment options.
- Complete each part of the application, including the forms for the rejection or election of benefit options. Sign and date your forms and obtain a notary’s signature where required.
- You may reject a payment form or revoke a previous rejection at any time up to your Annuity Starting Date. Your choice of payment form cannot be revoked after that.
- Return the completed application to the Fund Office before your planned Annuity Starting Date.

In the 30- to 90-day period before your Annuity Starting Date, you will be provided with a written notice of the terms and conditions of, and your right to elect, the Spouse’s Pension, Domestic Partner Pension (if applicable) or Single Life Annuity, and the effect that each of these forms of benefits (based on relative values) has on your pension benefit amount before your annuity starts. You will also be informed that you may have the right to defer commencement of any distribution under the Plan and the consequences of failing to defer distribution of benefits,

How do I apply for a pension?

You must first contact the Fund Office and request the application package. You can do this up to 12 weeks before your planned Annuity Starting Date.

including a description of how much larger benefits will be if the commencement of distributions is deferred.

Rejecting the Spouse's Pension

If you have a Spouse, you may reject the Spouse's Pension payment form with your Spouse's written consent including properly notarized signatures. You also can revoke a previous rejection during the 90-day period before your Annuity Starting Date.

Your Required Beginning Date

Retirement under the Plan is voluntary until you reach your required beginning date; April 1 following the calendar year in which you reach age 70-1/2. On that date, the Plan rules require that you begin your pension benefits as if you were married to a Spouse who is three years younger than you are, even if you do not complete an application for the benefits. All benefits are in addition to those you receive from any other Plan, Social Security, or any federal, state or provincial system.

For more information, contact the Fund Office.

If Your Pension Benefit Application Is Denied

If you apply for a Pension Benefit and your claim is denied, you have the right to appeal the decision to the Board of Trustees.

Within 180 days after you receive notice that your claim for a Pension Benefit through this Plan has been denied, you may file an appeal with the Board of Trustees. You should state the nature of your claim and give any other relevant information. The Trustees will make a decision about your claim within 90 days following receipt, and you will be notified of that decision in writing.

The notice of denial will include:

- The specific reasons for the denial.
- The specific Plan provision(s) on which the decision was based.
- Any additional material or information is relevant to your case.
- What procedure you should follow to get your claim reviewed again.
- A statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974.

Should special circumstances require more time to decide your claim, the Plan will provide you with a written notice of the extension within 90 days after receipt of your claim explaining the special circumstances and the date by which the Fund Office expects to render the benefit determination. This extended date cannot exceed 180 days from the date on which your claim originally was filed (in other words, the extension cannot exceed 90 days). If your claim is denied in whole or part, you (or an authorized representative) may request a review of your claim for benefits. You or your authorized representative may request a review, have the opportunity to review pertinent documents, and submit issues and comments in writing. Requests for review must be made in writing and should be sent to the Fund Office.

The Board of Trustees will make a decision at its next regular meeting; but if the request is received less than 30 days before the meeting, the decision may be made at the second meeting following receipt of the request. If the special circumstances require more time for processing, a decision may be made at the third meeting after the date the request for review is made. If special circumstances warrant this additional extension, you will be notified of the extension in writing describing the special circumstances and the date the decision will be made. Once your appeal has been decided, you will be notified of the decision in writing within five days of the meeting. The notification will include the basis for the decision and specific references to the Plan provisions on which the decision was based, and a statement regarding your rights to reasonably access all relevant documents and information regarding your claim as well as your right to bring a civil action under Section 502(a) of ERISA. The decision of the Board of Trustees or its designated committee shall be final and binding on all concerned, subject only to any civil action you may bring under Section 502(a) of ERISA.

Right to an Authorized Representative in Filing a Claim

If you wish, you can appoint an authorized representative to act on your behalf for the purposes of filing a claim and seeking a review of a denied claim. You also can simply choose to represent yourself. If you wish to use an authorized representative, you must notify the Fund Office in advance in writing of the name, address, phone number, fax number and e-mail address of the authorized representative. Your authorized representative may be a lawyer but need not be.

Other Information Concerning Your Rights

Benefits are paid in connection with the Plan provisions out of a Trust Fund that is used solely for that purpose. If you have any questions or problems concerning benefit payments, you have the right to get answers from the Board of Trustees. You may obtain the answers to most of your questions about the Plan from the Plan Administrator.

Important Information About Your Plan

The chart below provides a fast reference for administrative information about The Newspaper Guild International Pension Plan.

Legal Name of the Plan	The Newspaper Guild International Pension Plan 501 Third St., NW, 6 th Floor Washington, DC 20001
Plan Number	001
Employer Identification Number (EIN)	52-1082662
Plan Type	Defined Benefit Pension Plan
Plan Year	January 1– December 31
Plan Administrator	Board of Trustees The Newspaper Guild International Pension Plan 501 Third St., NW, 6 th Floor Washington, DC 20001
Agent for Service of Legal Process	The Board of Trustees

Funding Medium

Assets accumulated under the provisions of Collective Bargaining and Participation Agreements are held in a Trust Fund for the purpose of providing your benefits and paying reasonable administrative expenses.

Maximum Pension Limits

The maximum annual amount that you may receive as a pension benefit is set by federal law and may be adjusted from year to year. You will be notified if the maximum annual limits apply to your benefit.

Rollovers

If you are eligible to receive a lump sum distribution of your pension benefit, you will be given the opportunity to elect a direct rollover of that amount to another eligible retirement plan. Generally, an eligible retirement plan includes an individual retirement account (IRA) or Roth IRA or another employer's tax-qualified plan that will accept the transfer. You must complete the appropriate forms and inform the Board of Trustees of the name of the plan or financial institution to which you wish to transfer your benefit amount as well as any other information that is necessary to make the transfer.

If you are eligible for a direct rollover to another qualified retirement plan and do not elect to do so, the Plan will withhold 20% federal income tax from your single lump sum payment. The Plan will notify you of your right to make a direct rollover within 30 to 90 days of your Annuity Starting Date.

Plan's Definition of "Retirement"

To be eligible to receive pension benefits, a participant must meet the Plan's definition of "retirement," which requires that a participant has separated from service with any and all Contributing Employers. A participant is not considered separated from a Contributing Employer if he or she retains a right of recall to work with the Contributing Employer. If you separate from previous employment as described above, you will be considered retired even if you subsequently work for a Contributing Employer for less than 40 hours per month. To qualify under this exception, you must not retain a right of recall to future employment based upon your previous employment. If you do retain a right of recall to work with a Contributing Employer, you may still be considered retired if you have been laid off for an indefinite period and you have not performed any active work for the employer for at least six months.

Assignment of Benefits

Neither you nor any beneficiary can assign any of the benefits paid by the Plan, except as noted earlier in this booklet regarding a Qualified Domestic Relations Order.

Termination of the Plan

Although the Plan is intended to be permanent, the Board of Trustees reserves the right to amend, discontinue or terminate this Plan in whole or in part. In the event of termination or discontinuance, you will not accrue any further benefits. However, the benefits you already have accrued become vested, that is, non-forfeitable, to the extent your benefits can be funded by the Plan's assets allocated for payment of benefits.

If there are more than enough assets available to pay the expenses of termination and fund all of the benefits described in the Plan, the Board of Trustees will distribute any surplus in a way that they determine best achieves the purposes of the Fund. The assets will be used to pay benefits to participants (or their families, beneficiaries or dependents), to pay the cost of administering the Fund or for other purposes of the Fund.

If there are not enough assets to pay for all of the benefits described in the Plan after providing for the expenses of termination, the remaining assets will be allocated in accordance with the Pension Plan Document and as otherwise required by law. For more information, refer to the text of the full Pension Plan Document.

As a general rule, once the allocation procedure is completed the Board of Trustees will use the available assets to purchase annuity contracts to provide your benefit. Under certain circumstances, the Board of Trustees may pay you the actuarial equivalent of your benefit in cash if you consent to such payment.

Amendments to the Plan

The Board of Trustees is authorized to amend the Plan as necessary. However, it is prohibited from amending the Plan in any way that reduces your benefit except where such amendment complies with the Internal Revenue Code and ERISA.

Federal Insurance

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by:

1. 100% of the first \$11.00 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 multiplied by a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870 (30 years x \$37.75 x 12 months).

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

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

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, 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 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>.

Your ERISA Rights

As a participant in The Newspaper Guild International Pension Plan, you have certain rights under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

You have the right to:

- Examine, without charge, at the Fund Office, all documents governing the Plan, including insurance contracts and Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may assess a reasonable charge for the copies.
- Receive a summary of the Plan's Annual Funding Notice. The Plan Administrator is required by law to furnish each participant with a copy of this Annual Funding Notice.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65 or, if later, the fifth anniversary of your participation in the Plan); 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 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

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. You have the right to have the Trustees review and reconsider your claim.

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 Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

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

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, DC 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.