


THE PENSION PLAN OF MAKE-UP ARTISTS AND HAIR STYLISTS LOCAL 798, IATSE

SUMMARY PLAN DESCRIPTION | 2023

THE PENSION PLAN OF MAKE-UP ARTISTS AND HAIR STYLISTS LOCAL 798, IATSE

Dear Participant:

We are pleased to provide you with this Summary Plan Description (SPD) for the Pension Plan of Make-Up Artists and Hair Stylists Local 798, IATSE (the "Plan"). The Plan was established in 1957 to provide retirement benefits to eligible employees and their beneficiaries, and resulted from negotiations between the Make-Up Artists and Hair Stylists Local 798, IATSE (the "Union") and certain employers in the industry (the "Employers") at that time. It is funded solely by Employer contributions.

A Pension Trust Fund (the "Fund") was established for the purpose of paying the benefits provided by the Plan. The Fund is administered by a Board of Trustees consisting of an equal number of representatives of the Union and the Employers. The Plan is intended to be a tax-qualified plan under the Internal Revenue Code of 1986, as amended.

You are eligible to participate in the Plan if you are an employee working in Covered Employment, that is, employment under a collective bargaining agreement between an Employer and the Union that requires contributions to the Fund. If you are an employee of the Union and it contributes to the Pension Fund under a participation agreement on your behalf, you are also eligible for participation in the Pension Plan.

This SPD provides practical information about your pension benefits, such as, how to become eligible for benefits, the types and forms of pensions offered by the Plan, how pensions are calculated and much more. Please keep it in a safe place and share it with your family. The information is important both now and as you plan for your retirement. It will also be important to your spouse or beneficiary in the event of your death.

If you have any questions regarding your pension benefits, please contact the Fund Administrator, Zenith American Solutions, at (866) 798-5733.

Thank you.

Sincerely,

The Board of Trustees

Table of Contents

Board of Trustees

Participation

PARTICIPATION

Beginning January 1, 2019, you become a Participant in the Plan on November 1st or May 1st, whichever is earliest, after you complete 85 days of work in Covered Employment in a period of 12 consecutive months. "Covered Employment" is employment under a collective bargaining agreement between an Employer and the Union (or the parent union, IATSE) acceptable to the Trustees that requires contributions to the Fund. Covered Employment also includes work performed for the Union where the Union contributes to the Fund under a participation agreement on your behalf based on such work. A "day" in Covered Employment is any calendar day in which you are credited with at least one hour of service. The 85 days may include each day for which you are paid or entitled to payment for the performance of duties; paid holidays, vacations, sick days or days of jury duty; each day for which you are awarded or your Employer has agreed to pay you back pay; and any contiguous employment with your Employer in non-Covered Employment that immediately precedes or follows your Covered Employment with the same Employer.

TERMINATION OF PARTICIPATION

Unless you are a pensioner or have achieved vested status, your participation in the Plan will be terminated if you incur a One-Year Break in Service that is not repaired or if you incur a Permanent Break. The rules regarding breaks in service, Pension Credit and Vesting Service will all be explained later in this SPD.

Your Pension Benefits

The amount of your Pension is determined by the Plan rules in effect in the year you left Covered Employment. The current rules are as follows:

NORMAL PENSION

Eligibility

You are eligible for a Normal Pension if you retire from Covered Employment and meet the following requirements:

- You are age 65 or older, and
- You have at least 10 Pension Credits

Amount of Normal Pension

The monthly Normal Pension amount shall be calculated by adding steps A, B, C, and D below:

<table>
<tr><th>Step</th><th>Dates Worked</th><th colspan="3">Pension Credits Earned</th></tr>
<tr><td>A</td><td>For work on or after January 1, 2019</td><td colspan="3">You shall earn a benefit (even if you do not earn a Pension Credit in the calendar year) that is equal to:
• 2.25% of Employer contributions from $1 through $5,000 payable to the Plan on your behalf in such calendar year, PLUS
• 1% of Employer contributions from $5,001 through $7,500 payable to the Plan on your behalf in a calendar year.

No more than $7,500 in annual Employer contributions will be considered in the calculation of each calendar year’s benefit accrual.</td></tr>
<tr><td colspan="5">PLUS</td></tr>
<tr><td>B</td><td>For work on or after January 1, 2015 through December 31, 2018</td><td colspan="3">$94 for each Pension Credit earned. Monthly benefits payable on or after January 1, 2015 and before April 1, 2022 are calculated based on $88 per credit for this time period. Monthly benefits payable on or after April 1, 2022, are calculated based on $94 per credit for this time period.

There is a corresponding increase for pensioners and beneficiaries in pay status. The monthly benefit payment will be adjusted to value any credits earned during the period from January 1, 2015 through December 31, 2018 at $94 per credit (up from $88 per credit), effective for benefit payments due on or after April 1, 2022. After that adjustment is made, the entire monthly benefit will be increased by 3%. The resulting benefit amount, reflecting both of these improvements, is payable starting April 1, 2022.</td></tr>
<tr><td colspan="5">PLUS</td></tr>
<tr><td>C</td><td>For work on or after January 1, 2008 through December 31, 2014</td><td>$88 for each Pension Credit you earned if you:
1. earned at least two-fifths of a Pension Credit in either 2013 or 2014 and worked in Covered Employment on or after January 1, 2015, OR
2. earned at least four-fifths of a Pension Credit after January 1, 2015.</td><td>OR</td><td>If you do not meet the requirements to the left, the value of Pension Credits you earned is determined as follows:
1. $70 for each Pension Credit earned from January 1, 2014 through December 31, 2014; AND
2. $60 for each Pension Credit earned from January 1, 2008 through December 31, 2013 if you:
a. earned at least two-fifths of a Pension Credit in either 2011 or 2012 and worked in Covered Employment on or after January 1, 2013 OR
b. earned at least four-fifths of a Pension Credit after January 1, 2013.

If you earned Pension Credit after January 1, 2008, but do not meet the requirements for the $60 rate, then each Pension Credit you earned from January 1, 2008 through December 31, 2013 will be calculated based on a rate of $42 per Pension Credit.</td></tr>
</table>

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PLUS		
D	For work prior to January 1, 2008	$94 for each Pension Credit earned if you: 1. earned at least one quarter of a Pension Credit in either 2000 or 2001 and worked in Covered Employment on or after January 1, 2002, **OR** 2. earned at least two quarters of a Pension Credit after January 1, 2002. If you do not meet the requirements for the $94 rate, the value of Pension Credits you earned prior to January 1, 2008 will be governed by the rules previously in effect as of the date you ceased worked in Covered Employment, subject to the rules on Protracted Absence.

Examples

Shameka works in covered employment through December 31, 2019. She earns one year of Pension Credit in each calendar year from 2007 through 2018. For 2019, employer contributions totaling $8,000 are made to the Fund on Shameka's behalf. She decides to collect her pension on August 1, 2027, having reached age 65 in July 2027. Shameka's monthly pension payable at normal retirement age as a single life annuity will be calculated as follows:

2007	1 Pension Credit @ $94	$94.00
2008 – 2014	7 Pension Credits @ $88	$616.00
2015 – 2018	4 Pension Credits @ $94	$376.00
2019	(.0225 x $5,000) + (.01 x $2,500)	$137.50
		$1,223.50 ($1,224.00 rounded)

John works in Covered Employment through August 31, 2022. He earns one year of Pension Credit in each calendar year from 2006 through 2016, and two-fifths of a Pension Credit each year from 2017 through 2018. For 2019 through 2022, John also works in Covered Employment and Employer contributions totaling $4,500 per year are made to the Fund on John's behalf. He decides to collect his pension on September 1, 2022. having reached are 65 in August 2022. John's monthly pension payable at normal retirement age as a single life annuity will be calculated as follows:

2006 - 2007	2 Pension Credits @ $94	$188.00
2008 – 2011, 2013 – 2014	7 Pension Credits @ $88	$616.00
2015 – 2018	2.8 Pension Credits @ $94	$263.20
2019 – 2022	.0225 x ($4,500 x 4)	$405.00
		$1,472.20 ($1,473.00 rounded)

Carla works in Covered Employment through October 31, 2025. She earned one year of Vesting Credit in each calendar year from 2019 through 2025 and attains Vested Status. For 2019 through 2025, Employer contributions totaling $6,000 per year are made to the Fund on Carla's behalf. She decides to collect her pension on January 1, 2027, having reached age 65 in December 2026. Carla's monthly pension payable at normal retirement age as a single life annuity will be calculated as follows:

2019 – 2025	[.0225 x (7 x $5,000)] + [.01 x (7 x $1,000)]	$857.50
		$857.50 ($858.00 rounded)

Malik worked in Covered Employment through April 30, 2014. He earned one year of Pension Credit in each calendar year from 2007 through 2013 and two-fifths of a Pension Credit in 2014. He decides to collect his pension on December 1, 2022, having reached age 65 in November 2022. Malik's monthly pension payable at normal retirement age as a single life annuity will be calculated as follows:

2007	1 Pension Credit @ $94	$94.00
2008 – 2013	6 Pension Credits @ $60	$360.00
2014	0.4 Pension Credits @ $70	$28.00
		$482.00 ($482.00 rounded)

EARLY RETIREMENT PENSION

Eligibility

You are eligible for an Early Retirement Pension if you retire from Covered Employment and meet the following requirements:

- You are at least 55 years of age, but under 65 years of age; and
- You have at least 10 Pension Credits

Amount of Pension

The Early Retirement pension is calculated by taking the amount of Normal Pension you would receive if you were age 65, and reducing it by ½ of 1% for each month by which you are younger than 65 on the effective date of your Early Retirement pension.

Example

In the first example under the subsection 'Amount of Normal Retirement', Shameka earned a Normal Pension of $1,224.00. If Shameka decided to collect her pension at age 60 (on August 1, 2022) her Early Retirement Pension would be calculated as follows.

Since Shameka is 5 years (60 months) younger than age 65, her pension must be reduced by ½ of 1% for each month she is younger than 65.

60 x 0.005 = 0.300
1.0 - 0.300 = 0.700
$1,224.00 x .700 = $856.60 ($857.00 rounded)

DISABILITY PENSION

Eligibility

You are eligible for a Disability Pension if you have: (1) attained age 50, but not age 65, and (2) become Totally and Permanently Disabled, as defined below, after you have earned at least 10 Pension Credits, (3) you worked in Covered Employment for at least 100 days in the 36-month period immediately prior to the date your disability began, and (4) you have at least one hour of work in Covered Employment on or after November 1, 1999.

Amount of Pension

The amount of your monthly Disability Pension is equal to the amount of the Normal Pension that you would receive if you were age 65. Your Disability Pension will be payable no earlier than the later of: (i) the seventh month of your disability, (ii) the month following your attainment of age 50, and (iii) the first day of the month after you have filed your application for a Disability Pension. Your Disability Pension will continue as long as you remain Totally and Permanently Disabled.

Definition of Total and Permanent Disability

You will be considered Totally and Permanently Disabled if you are permanently and totally disabled as defined by the Social Security Administration and have received a Social Security Disability Award. If you are receiving a Disability Pension and lose entitlement to a Social Security Disability award prior to attaining age 65, you must report that fact to the Fund Office immediately and you will no longer be entitled to a Disability Pension. Should you receive Disability Pension benefits during months in which you were not entitled to such benefits, upon your subsequent retirement, your benefit will be actuarially reduced to take into account such benefits received.

VESTED PENSION

You are eligible for a Vested Pension if you meet the following requirements:

- You have attained Normal Retirement Age, which is the later of age 65 or the fifth anniversary of your participation in the Plan.
- You have at least 5 years of Vesting Credit, including at least one hour of work in Covered Employment on or after November 1, 1999.

Amount of Pension

The amount of your monthly Vested Pension is calculated in the same manner as the Normal Pension described above. If you did not meet the service requirements described in the Normal Pension, the amount of your Vested Pension will be determined based on the rules in effect when you left Covered Employment, subject to the rules on protracted absence described below.

PROTRACTED ABSENCE FROM COVERED EMPLOYMENT

If you have two or more consecutive one-year breaks in service, you are considered to have incurred a “hiatus period.” If you resume Covered Employment at some point after the hiatus period, you must earn a full Pension Credit in each of at least three (3) consecutive years after resumption to have the Pension Credits you earned prior to the hiatus period valued at the accrual rate in effect when you subsequently separate from Covered Employment. If you do not earn a full Pension Credit in each of at least three (3) consecutive years upon resuming Covered Employment following a hiatus period, your pension benefit will be pro-rated as follows:

- The Pension Credits earned prior to the hiatus period will be calculated at the level of benefits in effect when you separated from Covered Employment prior to the hiatus period.
- The Pension Credit you earn after your hiatus period will be calculated at the level of benefits in effect when you subsequently leave Covered Employment.

This protracted absence rule controls in the event of any language to the contrary appearing elsewhere in this SPD.

Examples

Scenario #1:

Let’s assume that Malik returns to work in Covered Employment on March 1, 2018 and continues working through November 30, 2022. In addition to the 7.4 Pension Credits that he earned from 2007 through 2014, he earns four-fifths of a Pension Credit in each calendar year from 2018 through 2020 and one year of Pension Credit in each calendar year from 2021 through 2022. For 2019 and 2020, Employer contributions totaling $3,600 per year are made to the Fund on Malik’s behalf. For 2021 and 2022, Employer contributions totaling $5,000 per year are made to the Fund on Malik’s behalf. He decides to collect his pension on December 1, 2022, having reached age 65 in November 2022. Malik’s monthly pension payable at normal retirement age as a single life annuity will be calculated as follows:

2007	1 Pension Credit @ $94	$94.00
2008 – 2013	6 Pension Credits @ $60	$360.00
2014	.4 Pension Credit @ $70	$28.00
2018	.8 Pension Credit @ $94	$75.20
2019 – 2020	.0225 x (2 x $3600)	**$162.00**
2021 – 2022	.0225 x (2 x $5000)	**$225.00**
		$944.20 ($945.00 rounded)

Because Malik did not work at least 30 days in each of 2015 and 2016, he experienced a protracted absence with a hiatus period beginning January 1, 2015. Because Malik did **not** earn a full Pension Credit in each of at least three (3) consecutive years after returning to Covered Employment in 2018, his Pension Credits earned before such return (i.e., Pension Credits earned from 2007 through 2014) are still valued at the accrual rates in effect when he initially left Covered Employment in 2014.

Scenario #2:

If instead Malik earned one year of Pension Credit in each calendar year from **2020** through 2022, ***then all his Pension Credits (including the Pension Credits earned from 2007 through 2014) would be valued at the accrual rates in effect when he subsequently leaves Covered Employment in 2022.*** Malik's monthly pension payable at normal retirement age as a single life annuity would be calculated as follows:

2007	1 Pension Credit @ $94	$94.00
2008 – 2014	***6.4 Pension Credits @ $88***	$563.20
2018	.8 Pension Credit @ $94	$75.20
2019 – 2020	.0225 x (2 x $3600)	$162.00
2021 – 2022	.0225 x (2 x $5000)	$225.00
		$1,119.40 ($1,120.00 rounded

YOUR RIGHT TO A PENSION STATEMENT

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

Pension Credits and Vesting Credits

The purpose of the Pension Plan is to provide pensions to participants who retire after years of more-or-less continuous service in the type of employment that is covered by the Plan. The sections below explain how you accumulate the necessary Pension Credit and Vesting Credit to become eligible for a pension.

PENSION CREDIT

[1] Beginning January 1, 2011, your Pension Credit may also be determined by the number of days of work in Covered Employment or the amount of contributions an Employer makes on your behalf in that calendar year, whichever method yields the greater Pension Credit in that calendar year. Please see the chart below for details:

HOW PENSION CREDIT IS EARNED IN A CALENDAR YEAR			
DURING THE PERIOD JANUARY 1, 2011 THROUGH THE PRESENT			
Days of Covered Employment		**Employer Contributions**	**Pension Credit Earned**
0-49 days	or	\$0 - \$1,124	0
50-99 days		\$1,125 - \$2,249	2/5
100-149 days		\$2,250 - \$3,374	3/5
150-199 days		\$3,375 - \$4,499	4/5
200 days and over		\$4,500 and over	1

HOW PENSION CREDIT IS EARNED IN A CALENDAR YEAR			
DURING THE PERIOD NOVEMBER 1, 1957 THROUGH OCTOBER 31, 1976		DURING THE PERIOD NOVEMBER 1, 1976 THROUGH DECEMBER 31, 2010	
Days of Covered Employment	**Pension Credit Earned**	**Days of Covered Employment**	**Pension Credit Earned**
0-29 days	0	0-29 days	0
30-59 days	¼	30-59 days	3/12
60 -89 days	½	60 -89 days	6/12
90-119 days	¾	90-100 days	10/12
120 days or more	1	101-110 days	11/12
		111 days or more	1

PENSION CREDIT FOR NON-WORKING PERIODS

There are periods during which you may not actually work in Covered Employment under the Plan, but you will be given Pension Credit as if you did. These are:

- **Military Service in the Armed Forces of the United States.** You earn 10 days per month while in military service for periods prior to January 1, 2011 and 17 days per month for periods after December 31, 2010 if you make yourself available for Covered Employment within 90 days after your release from active duty, or 90 days after you recover from a disability that started in active duty and continued on your release. Contributions, benefits and service credit with respect to qualified military service will be provided to each participant to restore lost benefits that would have been earned during such qualified military service.

- **Disability for Which Accident and Sickness Benefits or Workers' Compensation Benefits Were Paid.** You may earn Pension Credit for up to 26 weeks of disability at the rate of no more than two (2) days per week in any period of two consecutive years.

[1] Until January 1, 2011, the Pension Credit you earned in a calendar year was determined by the number of days of Covered Employment you had in a year.

Pandemic Rule: Due to the impact of the COVID-19 Pandemic on industry employment opportunities, those participants who: (a) earned a full or partial Pension Credit in both the 2018 and 2019 Calendar Years but not the 2020 Calendar Year and (b) worked at least one day in Covered Employment in Calendar Year 2020 will be awarded Pension Credit in 2020 that is equal to the Pension Credit they earned in 2018 or 2019 (whichever is higher). Please note that the 2020 Pension Credit awarded under this rule is considered for eligibility purposes only; no accrual is awarded unless the Participant received an accrual based on work performed in Calendar Year 2020. You cannot earn more than one Pension Credit in any Calendar Year.

Pandemic Rule Example: If you earned ¾ of a Pension Credit in 2018 and a full Pension Credit in 2019 but no part of a Pension Credit in 2020, and you worked at least one day in Covered Employment in 2020, you will be awarded a full Pension Credit for 2020 (the greater of ¾ and 1). The Plan received $1,000 in employer contributions based on your work in Covered Employment in 2020. The 2020 Pension Credit will be counted in determining whether you qualify for a pension (ex. you need 10 Pension Credits to qualify for a Normal Pension). When calculating the dollar amount of any monthly pension benefit payable to you, the $1,000 in employer contributions will be counted.

VESTED CREDIT

General Rule

Effective January 1, 2019, you earn a Year of Vesting Credit for each Calendar Year in which you work in Covered Employment for 85 or more days[1] that require Employer contributions to the Plan on your behalf, except that if you were a Participant on August 17, 2009, you will earn Vesting Credit based on Covered Employment in the Calendar Year or Plan Year, whichever is more favorable to you. These days may include the following days: vacation, holidays, illness, incapacity, lay-off, jury duty, military service or leave of absence to the extent paid for by your Employer. If you have a question as to whether a day counts toward the number of days required to earn a Vesting Credit, please contact the Fund Administrator at the following address:

Zenith American Solutions
140 Sylvan Avenue, Suite 303
Englewood Cliffs, NJ 07632
(866) 798-5733
www.zenith-american.com

Additional Rules

- If you work for an Employer in non-Covered Employment and this work immediately precedes or follows your Covered Employment with the same Employer, your days of non-Covered Employment will be counted toward the days required to earn a Vesting Credit. You will not, however, receive Pension Credit for these days.
- You may be credited with a year of Vesting Credit for the Calendar Year in which you first became a Participant, even if you failed to work the required number of days in that Calendar Year or in the Preceding Calendar Year.
- If you die while in qualified military service, you will be credited with Vesting Credit for your period of military service in the same way as if you had returned to Covered Employment at the time of your death.

Pandemic Rule: Due to the impact of the COVID-19 Pandemic on industry employment opportunities, those participants who: (a) earned a Vesting Credit in both the 2018 and 2019 Calendar Years but not the 2020 Calendar Year and (b) worked at least one day in Covered Employment in Calendar Year 2020 will be awarded a Vesting Credit for Calendar Year 2020. You cannot earn more than one Vesting Credit in any Calendar Year.

[1] For work in Covered Employment prior to January 1, 2019, you earned a Year of Vesting Credit for each Calendar Year (or Plan Year for credits earned prior to August 17, 2009) in which you worked in Covered Employment for 100 or more days.

YOUR RIGHT TO INQUIRE ABOUT YOUR CREDITED SERVICE

The Plan generally determines the amount of your earnings in Covered Employment based on remittance reports and other information submitted by contributing Employers for whom you work. While the Plan conducts random payroll reviews of contributing Employers that sometimes provide information regarding the accuracy of remittance reports and other information submitted by contributing Employers, these reviews may not reveal every instance in which a contributing Employer may have failed to provide complete and/or accurate information concerning your employment.

You have the right to inquire into your credited service at any time. If you believe that you worked in Covered Employment that was not properly credited under the Plan or not reported at all, you have the right to submit a claim in accordance with the Plan's claims procedure. Please note, however, that in the event of a discrepancy between the information received by the Plan from contributing Employers (or obtained during payroll reviews) and the credit to which you believe you are entitled, it will be your responsibility to prove that the work in question was both actually performed by you for a contributing Employer and was Covered Employment for which contributions were required to be made to the Plan. Therefore, it is important that you retain adequate records of your Covered Employment (i.e., pay stubs and other documentary evidence) that would assist you in demonstrating both the amount of work you performed for each Contributing Employer and that the work constituted Covered Employment. Please also remember that the longer you wait to file a claim to correct any issue, the more difficult it may be for you to provide, and for the Plan to verify, the necessary documentation. Failure to provide such documentation could result in loss of credit.

All determinations and interpretations made by the Board of Trustees and/or its duly authorized designee(s) will be final and binding upon all Participants, beneficiaries and any other individuals claiming benefits under the Plan.

Breaks in Service

HOW YOU CAN LOSE PENSION CREDIT AND VESTING CREDIT

If you incur a certain number of Breaks in Service, you can forfeit previously earned Pension Credit and Vesting Credit.

ONE-YEAR BREAK IN SERVICE

Beginning January 1, 2011, you incur a one-year break in service in any Calendar Year in which you do not have at least 30 days of Covered Employment or $1,125 in Employer contributions.[1]

The following days will be counted as if they were days of Covered Employment for purposes of avoiding a break in service:

- Work for an Employer in non-Covered Employment that immediately precedes or follows your Covered Employment with the same Employer.
- Days of absence due to pregnancy, birth of a child, placement of a child in connection with an adoption, or care for a child for a period beginning immediately following such birth or placement. A maximum of 31 days may be credited for each such absence. The days credited will be applied to the year in which the absence began, if this will prevent you from incurring a one-year break in service. If that is not necessary, the days will be credited to the immediately following year.
- Military service as defined in Code Section 414(u)(5) and as required by federal law.

Repairing a One-Year Break in Service

If you incur a one-year break in service, but you subsequently earn a Year of Vesting Credit before incurring a permanent break in service, your previously earned Pension Credit and Vesting Credit will be restored for all purposes.

Example

During her first four years in Covered Employment, Maria earned four Pension Credits and four years of Vesting Credit. During Maria's fifth year, she incurred a One-Year Break in Service. Maria returned to work the following year and during that sixth year, she worked 200 days. Because she earned a year of Vesting Credit after she incurred a One-Year Break in Service and before incurring a Permanent Break in Service, Maria's four Pension Credits and four years of Vesting Credit were restored for all purposes.

PERMANENT BREAK IN SERVICE

When you incur a Permanent Break in Service, you lose, or forfeit, all previously earned Pension Credit and Vesting Credit, and your Participation in the Plan is terminated. For periods after October 31, 1976, if you have not attained Vested Status, you will incur a Permanent Break in Service if your consecutive One-Year Breaks equal or exceed the number of your Years of Vesting Credit. However, if you have not sustained a Permanent Break in Service prior to January 1, 1985, your previous Pension and Vesting Credits will not be lost if you incur less than five consecutive One-Year Breaks.[1]

[1] Beginning November 1, 1976 and ending December 31, 2010, you incurred a one-year break in service in any Calendar Year in which you did not have at least 30 days of Covered Employment.

Example

Malcolm earned four Pension Credits and four years of Vesting Credits during 2007 through 2010. He did not work for the next six years and returned to Covered Employment in September 2016. Since his six consecutive One-Year Breaks in Service exceed his four Years of Vesting Credit, he incurred a Permanent Break in Service and forfeited his four Pension Credits and four years of Vesting Credits.

Pandemic Rule: Due to the impact of the COVID-19 Pandemic on industry employment opportunities, solely for purposes of determining whether a participant has incurred a Permanent Break in Service (which would result in the loss of previously earned pension and vesting credits), the 2020 Calendar Year will be ignored for anyone who otherwise would have had a One-Year Break in Service in the 2020 Calendar Year. This means that any pension and vesting credits a participant earned under the Plan as of December 31, 2019, will not be lost due to lack of work in 2020.

VESTED STATUS

When you attain Vested Status you are no longer subject to a Permanent Break in Service. You attain Vested Status when:

- You have accumulated at least 5 years of Vesting Credit (including at least one hour of work in Covered Employment on or after November 1, 1999); or
- You have reached the later of age 65 or the fifth anniversary of your participation in the Plan; or
- You have accumulated at least 15 years of Pension Credit.

Note: If you attain Vested Status, you remain subject to the Break in Service rules for purposes of determining a Protracted Absence.

Forms of Payment

HOW YOUR PENSION BENEFIT CAN BE PAID

If you are married, your benefit will be paid in the form of a 50% Spousal Pension, unless you and your spouse reject this form of payment as described below. For purposes of this Plan, a Spouse is a person to whom a Participant is considered married under the Internal Revenue Code and, if and to the extent provided in a Qualified Domestic Relations Order (within the meaning of Sections 206(d) of ERISA and 414(p) of the Code), a Participant's former Spouse. If you are not married, your benefit will be paid in the form of a Single Life Pension.

SPOUSAL PENSION AT RETIREMENT

If you are married when you retire, the automatic form of payment is the 50% Spousal Pension. All benefits will be paid in this form unless the form is properly rejected by you and your spouse, or you are not married. Under the 50% Spousal Pension you will receive a reduced monthly benefit during your life. Upon your death, your spouse will receive 50% of the reduced monthly benefit that you had been receiving, throughout his or her lifetime, provided that you and your spouse had been married for at least one year at the time of your death.

You also have the option of receiving a 75% Spousal Pension and, upon your death, your spouse will receive, for life, 75% of the reduced monthly benefit that you had been receiving, provided that you and your spouse had been married for at least one year at the time of your death. The amount of the reduction for a Spousal Pension depends on the percentage of coverage you choose at the time of application. The reduction for the 75% Spousal Pension is greater than that for the 50% Spousal Pension due to the greater benefit provided to your surviving spouse. The reduction is further explained below.

SPOUSAL PENSION "POP-UP" FEATURE

If you are married when you retire and are electing a 50% Spousal Pension only, you may, with your spouse's written notarized consent, request that it be paid with a "pop-up" feature. Under this form of payment, if your spouse predeceases you, your monthly pension will "pop-up" to the full single life pension amount, payable for the remainder of your life with no further payments due upon your death. In order to provide this additional benefit, your 50% Spousal Pension monthly benefit will be further reduced.

REDUCTIONS FOR SPOUSAL PENSIONS

If you are married when you retire, and you elect a Spousal Pension, the amount of your pension will be as follows:

- **50% Spousal Pension (Normal, Early Retirement or Vested – Without Pop-up):** 90% of Single Life Pension minus 0.4% for each full year that your spouse's age is less than your age or plus 0.4% for each year your spouse's age is greater than your age.
- **50% Spousal Pension (Normal, Early Retirement or Vested – With Pop-up):** 89% of Single Life Pension minus 0.4% for each full year that your spouse's age is less than your age or plus 0.4% for each year your spouse's age is greater than your age.
- **50% Spousal Pension (Disability – Without Pop-up):** 82% of Single Life Pension minus 0.4% for each full year that your spouse's age is less than your age or plus 0.4% for each year the spouse's age is greater than your age.
- **50% Spousal Pension (Disability – With Pop-up):** 81% of Single Life Pension minus 0.4% for each full year that your spouse's age is less than your age or plus 0.4% for each year your spouse's age is greater than your age.
- **75% Spousal Pension (Normal, Early Retirement or Vested):** 85% of Single Life Pension minus 0.6% for each full year that your spouse's age is less than your age or plus 0.6% for each year your spouse's age is greater than your age.

- **75% Spousal Pension (Disability):** 74% of Single Life Pension minus 0.5% for each full year that your spouse's age is less than your age or plus 0.5% for each year your spouse's age is greater than your age.

In all of the above cases, the resulting Spousal Pension after the adjustment for your spouse's age, may not be greater than 99% of the amount of the Single Life Pension.

Examples

50% Spousal Pension Without Pop-up

Joyce retires at age 65 with a Normal Pension valued at $1,000.00 per month if paid as a Single Life Pension. If the 50% Spousal Pension is not rejected, and at the time Joyce retires her spouse is age 60, her benefit would be calculated as follows:

3. Spouse is a full five years younger than Participant: Age difference multiplied by 0.4% (0.004): 5 x 0.004 = 0.020
4. Joyce's pension will be 0.88 of the Single Life Pension: (0.90 – 0.02 = 0.88)
5. $1,000 x 0.88 = a pension benefit of $880.00 to Joyce in the form of a 50% Spousal Pension. Upon Joyce's death, her surviving spouse will receive a pension benefit of $440.00 per month for life.

50% Spousal Pension With Pop-up

If Joyce had chosen the 50% Spousal Pension with the pop-up feature, her benefit would be calculated as follows:

1. Spouse is a full five years younger than Participant: Age difference multiplied by 0.4% (0.004): 5 x .004 = 0.020
2. Joyce's pension will be 0.87 of the Single Life Pension (0.89 - 0.02 = 0.87)
3. $1,000 x 0.87 = a pension benefit of $870.00 to Joyce in the form of a 50% Spousal Pension with pop-up. Upon Joyce's death, her surviving spouse will receive a pension benefit of $435.00 per month for life. If Joyce's spouse should pass away before she does, her pension will "pop-up" to the full Single Life amount of $1,000.

REJECTION/WAIVER OF SPOUSAL PENSION

You should be aware that if you are married when your benefits commence, they will automatically be paid in the form of a 50% Spousal Pension unless you and your spouse reject this form of benefit. Your spouse must consent to the rejection of the 50% Spousal Pension in writing and to any beneficiary or contingent beneficiary you designate. Your rejection and your spouse's consent must be witnessed by a notary public between 30 and 180 days before the commencement of your pension. Therefore, you have at least a 30-day election period after being given a written explanation of the Spousal Pensions to waive this form of benefit with your spouse's consent. However, you may elect to waive, with your spouse's consent, the requirement that this explanation be provided to you at least 30 days in advance of your Pension Start Date, as long as you receive the explanation more than seven days before your benefit payments begin.

The Spousal Pension may be waived if you cannot locate your spouse after diligent efforts, you and your spouse are legally separated (as confirmed by a court order), or you have been abandoned by your spouse (as confirmed by a court order). In such situations, you must submit appropriate proof of the extenuating circumstances as requested by the Trustees. The Fund Office will provide you with a written explanation of the Spousal Pension and the consequences of rejecting it.

Proper Rejection of Spousal Pension

If you are married, in order to properly reject a Spousal Pension you must meet all the following requirements:

- You must specify in writing the alternate form of pension that you wish to receive and identify a specific beneficiary. Multiple and contingent beneficiaries are permitted.

- Your spouse must consent in writing on the form(s) provided by the Fund Office to your receiving an alternate form of payment and to the specific beneficiary you have chosen (if the beneficiary is not your spouse). Your spouse's consent must state that he or she understands the meaning and financial effect of the decision, and must be witnessed by a notary public. You cannot change a beneficiary or payment method without additional spousal consent (unless the change is back to a Spousal Pension or to name your spouse as beneficiary).
- You and your spouse must sign the form no earlier than 180 days before the Pension Start Date of your pension.

Once your spouse has waived the Spousal Pension, your spouse may not revoke that waiver. However, you, as a Participant, may revoke your spouse's waiver at any time before the Pension Start Date of your pension. Once your pension benefits begin, you cannot change your decision about the Spousal Pension. If your spouse dies after your pension benefits begin, your reduced pension amount cannot be increased or changed, except if you have elected the Pop-up option.

To be entitled to a Spousal Pension, you and your spouse must be married to each other on the commencement of your pension and for at least a one-year period any time before your death.

No spouse whom you divorced prior to commencement of your pension will be entitled to the Spousal Pension unless required by a Qualified Domestic Relations Order ("QDRO"). Additionally, if you and your spouse with whom you've elected a Spousal Pension divorce after your pension has commenced, such former spouse will remain entitled to the Spousal Pension if he/she survives you unless otherwise required by a QDRO and in any case, you will not be able to change your form of benefit (See Qualified Domestic Relations Order).

FIVE-YEAR GUARANTEE OF PAYMENTS

If you are a pensioner who is receiving a Normal, Early Retirement, Disability or Vested Pension and you die before you have received 60 monthly pension payments, and a Spousal Pension was not payable, your monthly pension will continue to be paid to your designated beneficiary, if any, until a total of 60 payments has been made, including the payments made to both you and your beneficiary.

PRE-RETIREMENT DEATH BENEFITS

If you die before retiring, but at a time when you were eligible for a Normal, Early Retirement or Vested Pension, a pension will be paid to your surviving spouse, if any, as if you had retired on a 50% Spousal Pension on the day before you died, provided you and your spouse were married for at least a year at the time of your death. If you had not yet reached the Plan's earliest retirement age when you died, the pension will begin on the first of the month following the month in which you would have reached the earliest retirement age. The benefit payable will be reduced if taken prior to the date you would have reached normal retirement age, but your surviving spouse has the option to delay commencement of the benefit to avoid any reduction.

The amount of the pension will be the same as the pension your spouse would have received had: (1) you left Covered Employment on the date of your death; (2) survived to the Plan's earliest retirement age; (3) applied for and been awarded a 50% Spousal Pension; and (4) died the day after the first of the month following the month in which you would have reached the Plan's earliest retirement age.

Death Benefit

If you have earned at least 15 years of Pension Credit and you die while actively employed or serving in Qualified Military Service, and no Spousal Pension is payable, your beneficiary will be entitled to receive a lump sum benefit equal to $160 for each Pension Credit, up to a maximum of $4,000. For this purpose, you are considered "actively employed" if you have not incurred a One-Year Break in Service.

DIRECT ROLLOVERS

You should be aware that if you, your surviving spouse or beneficiary receive your pension benefit in a lump sum or in periodic payments lasting less than 10 years, under current laws the benefit will be subject to an automatic 20% federal tax withholding. The remaining 80% will be distributed to you, your spouse or beneficiary in accordance with your benefit election. The Plan will not be required to withhold the 20% if you, your surviving spouse or beneficiary elect to have your benefit directly rolled over into an appropriate Individual Retirement Account ("IRA") or other qualified retirement plan. You, your surviving spouse or beneficiary will receive additional information from the Fund Office on such "eligible rollover distributions" when you apply for a benefit. However, please contact a qualified tax advisor for more information regarding the tax treatment of your benefits.

About Suspension of Benefits

DISQUALIFYING EMPLOYMENT

You will be considered to be working in "Disqualifying Employment" as follows:

- **Before Attaining Normal Retirement Age (Age 65):** You are working in Disqualifying Employment when you are employed, either as an employee or in self-employment, as a Make-Up Artist or Hair Stylist in the theatrical, motion picture, television or entertainment industries, regardless of geographical location, or as an officer or employee of the Union.
- **On or After Attaining Normal Retirement Age (Age 65):** You are working in Disqualifying Employment when you are employed, either as an employee or in self-employment, as a Make-Up Artist or Hair Stylist in the theatrical, motion picture, television or entertainment industries within the geographic area covered by the Plan, or as an officer or employee of the Union. As used above, "within the geographic area covered by the Plan" covers and includes all of the territory east of the Mississippi River.

Notification of Suspension Rules

When you first begin collecting your pension, the Fund Office will provide you with a copy of the Plan's rules regarding suspension of benefits, including identification of the industry(ies) and the geographic area covered by the Plan. If your benefits have been suspended and then resume, you will be given a copy of the rules if they have changed in any way. Note that if you reach Normal Retirement Age and are still working but do not begin collecting a pension, you will also receive a suspension notice and your benefit will be calculated under the "Delayed Retirement" rules described in the "Applying for Benefits" section of this booklet.

Notification to Fund Office by Pensioner

If you are considering employment while receiving pension, you should give the Fund Office advance written notice of the nature of the industry, trade or craft and the geographical area in which you will be working. The Fund Administrator will inform you as to whether the work will be considered Disqualifying Employment.

You must notify the Fund Office in writing within 30 days of any actual employment, regardless of whether or not the employment appears to be Disqualifying Employment. The notification must provide the same information as an advance notice to the Fund requires. (See above.)

SUSPENSION RULES

The suspension rules are different depending upon whether or not you have reached Normal Retirement Age:

- **Before Attaining Normal Retirement Age (Age 65):** If you have not yet reached Normal Retirement Age, your pension will be suspended for any calendar month in which you are engaged in more than four (4) days of Disqualifying Employment. In addition, your pension will be suspended for six consecutive months after any consecutive period of one or more months in which you engaged in Disqualifying Employment. If you fail to notify the Fund Office of such employment, your pension may be suspended for an additional six months. These rules do not apply once you have attained Normal Retirement Age.
- **On and After Attaining Normal Retirement Age (Age 65):** Once you have attained Normal Retirement Age, your pension will be suspended for any calendar month in which you are engaged in Disqualifying Employment for at least eight (8) days.

Disqualifying Employment includes not only days you are paid for the performance of duties, but also days for which you are paid although you do not perform any duties, such as, vacation, jury duty, sick leave or other paid leave of absence.

RESUMPTION OF PENSION BENEFITS

Your monthly pension payment will resume no later than the first day of the third calendar month after the calendar month in which you stopped working in Disqualifying Employment. Your first monthly payment will include any monies due you for the months you waited for your pension to resume, less all appropriate deductions.

If your pension was first payable on or after Normal Retirement Age, and you resume work in Covered Employment post-retirement, your monthly benefit shall be adjusted for any additional Pension Credit earned during a calendar year in which you also earned a Year of Vesting Credit. However, if you earn five or more continuous Years of Vesting Credit after returning to work, you are entitled to a complete re-computation of your monthly benefit as though you had not previously retired.

If your pension was first payable prior to Normal Retirement Age, the monthly amount of your pension on resumption will be based on your age at the time benefits resume and adjusted to account for the number of months for which you had previously received benefits. Please refer to the next section for the rules governing post-retirement work performed after age 70½.

WHAT IF YOU RECEIVED A PENSION WHILE WORKING IN DISQUALIFYING EMPLOYMENT?

If you were paid a benefit during any month in which your benefits should have been suspended under the above rules, the Plan will deduct that amount from your future benefit payments once your payments from the Plan resume.

If you die before the Plan has been repaid the full amount you received while you worked in Disqualifying Employment, the benefit payments to your surviving spouse or beneficiary, if any, are subject to deduction until repayment is completed. The Plan will not deduct more than 25% from any individual benefit payment to you or your surviving spouse to repay this amount. However, the Plan may deduct up to 100% of the first benefit payment following a suspension.

EXCEPTION TO SUSPENSION RULES

Beginning January 1, 2020, your monthly benefit will not be subject to suspension if you resume or continue work in Disqualifying Employment on or after the first of the month following the month you reach age 70½.

Crediting of Post-Retirement Work Attributable to Months for Which Benefits are Not Suspended: If you resume work in Covered Employment post-retirement and such work is on or after the April 1st following the calendar year in which you attained 70½, your monthly benefit will only be adjusted for additional Pension Credit earned during a calendar year in which you also earn a Year of Vesting Credit. If you earn five (5) or more continuous Years of Vesting Credit after returning to work, you are entitled to a complete re-computation of your monthly benefit as though you had not previously retired. Any increase in your monthly benefit will be offset by the actuarial value of the benefits paid to you while working, applying the reduction on a calendar year by calendar year basis.

SPOUSAL RULES

If you elected a Joint and Survivor Pension before your benefits became suspended, you will not be entitled to change your election unless you become entitled to a complete re-computation of your pension, as explained above. If you had elected a Joint and Survivor Pension before your benefits became suspended, and you pass away during your suspension of benefits, your Joint and Survivor Pension will remain in effect.

Applying for Benefits

FILING AN APPLICATION

All initial claims for pension benefits under the Plan must be in writing on forms available from the Fund Administrator. You may call the Fund Administrator at (866) 798-5733 to request a form. After you complete the form, you must send it back to the Fund Administrator at the address listed on the form, along with the documentation requested. To make sure your benefit payments are not delayed, you must file an application at least one month before the date you want benefit payments to begin. Your benefit will be payable beginning with the first day of the first calendar month after the date you file your application, provided you have fulfilled all the conditions for entitlement to a pension. This date is your Annuity Starting Date.

REQUIRED BEGINNING DATE OF PENSION

You must state on your application the month in which you wish to begin to collect your pension. You may delay collecting your pension beyond Normal Retirement Age, age 65, but you must begin to collect your pension no later than the April 1st of the calendar year following the calendar year in which you turn age 72 (age 70½ if the Participant turned age 70½ before January 1, 2020). This is your "Required Beginning Date". If you do not apply for benefits by this date, the Fund Office will begin benefit payments based on the assumption that you are married and that you are the same age as your spouse.

DELAYED RETIREMENT

Actuarially Increased Monthly Benefit

You are eligible for a pension when you meet the Plan's age and service requirements, and are not working in Disqualifying Employment. If the date on which you are eligible to begin collecting your pension, i.e., your "Annuity Starting Date," is delayed, your pension benefit will be adjusted. It will be the greater of:

- The benefit payable on your Annuity Starting Date based on all Pension Credits earned.

OR

- The benefit that would have been paid to you at age 65 actuarially increased for each calendar month between age 65 and your Annuity Starting Date for which benefits were not suspended. The actuarial increase will be 1% per month for the first 60 months after age 65 and 1.5% per month for each month thereafter.

Retroactive Annuity Start Date

In lieu of receiving an actuarially increased benefit, you may elect to have your benefit calculated based on your Retroactive Annuity Start Date. Your Retroactive Annuity Start Date is your normal retirement date (i.e. the first of the month following the later of your attaining age 65 of 5th year of plan participation) or, if later, the first of the month following the month in which you last worked at least eight days in Disqualifying Employment. If you elect this option, your monthly benefit will be calculated based on credits earned through that date and you will receive one lump sum payment equal to such monthly benefit multiplied by the number of months between your Retroactive Annuity Start Date and the date your benefit actually commences. This lump sum payment will be adjusted for interest at an annual rate of 4% compounded monthly. Please note: If you are married and wish to receive one retroactive payment, you must obtain the written, notarized consent of your spouse on a form provided by the Fund Office.

Example

Sylvia's 65th birthday was May 10, 2022. She stopped working before reaching age 65 and was eligible to receive a Normal Pension of $1,000 per month, effective June 1, 2022. She did not submit her pension application until December 10, 2022. Her Annuity Starting Date would therefore be January 1, 2023, resulting in a delay in payment of 7 months. She must decide whether to receive her pension in one of the following ways:

- **Actuarially Increased Monthly Benefit:** Since Sylvia's pension has been delayed by 7 months, her monthly pension beginning January 1, 2023 would be calculated as follows: $1,000 x 1.07 = $1,070 per month beginning January 1, 2023 and continuing thereafter.

OR

- **Retroactive Lump Sum Payment:** Instead of the above actuarially increased benefit, Sylvia may receive 7 payments of $1,000 each for a total lump sum payment of $7,092.30 ($7,000 plus 4% compounded interest). If she selects this option, her pension will be $1,000 per month beginning January 1, 2023 and continuing thereafter. If Sylvia is married, her spouse must give notarized, written consent to the lump sum payment.

REVIEW OF YOUR CLAIM FOR PENSION BENEFITS.

Your application for pension benefits represents a claim. A decision regarding the status of your claim for pension benefits will be made by the Fund Administrator within 90 days from the date the claim is received by the Fund Office, provided, however, that if it is determined that special circumstances require an extension of time for processing your claim, this period may be extended. However, in no event will the extension of time exceed an additional 90 days after expiration of the initial period. If such an extension is required, written notice of the extension, along with a description of the special circumstances and the date on which the Fund Administrator expects to render a final decision will be furnished to you prior to the expiration of the initial 90-day period. If the extension is required due to your failure to submit information necessary to decide your claim, the period for making the determination will be tolled from the date on which the extension notice is sent to you until the date on which you respond to the Fund Administrator's request for information.

If Your Claim is Denied

If your application for benefits under the Plan has been denied in whole or in part, you are to be provided with adequate notice of the determination in writing setting forth:

- The specific reason(s) for the denial of benefits, with references to the specific Plan provisions on which the determination is based, and
- A description of any additional material or information necessary for you to perfect the claim (including an explanation as to why such material or information is necessary), and
- A description of the Plan's claims review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

Your Right to Appeal a Denial

If your application for benefits has been denied, in whole or in part, or any other adverse benefit determination has been made by the Fund Administrator, then you or your authorized representative may appeal the denial of benefits by written request filed with the Plan's Board of Trustees (or a committee designated by the Board of Trustees) within 60 days after receipt of the notice of denial or other adverse benefit determination.

In connection with a request for review, you (or your duly authorized representative) may submit written comments, documents, records, and other information relating to the claim to the Trustees. You will also be provided, upon written request and free of charge, with reasonable access to, and/or copies of, all documents, records and other information relevant to the claim. The review by the Trustees will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Decision on Appeal

A decision on your appeal will be made by the Board of Trustees (or a committee designated by the Board of Trustees) at their next regularly scheduled meeting following receipt of the request for review, unless the request is received by the Fund Office less than 30 days prior to the next regularly scheduled meeting. If such appeal is received by the Fund Office less than 30 days prior to the next regularly scheduled meeting, no decision will be made on the appeal until the second regularly scheduled meeting following receipt of the appeal. If special circumstances require an extension of time for processing the request for review, the decision may be made at the third meeting following receipt of such appeal, provided that prior to any such extension you are provided with written notice. The notice will describe the special circumstances requiring the extension, and will inform you of the date as of which the determination will be made.

If any extension under this paragraph is required due to your failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent to you until the date on which you respond to the Trustees' request for information. You will be afforded a reasonable period of time to provide the requested information.

The decision on review will be in writing and sent to you. When your appeal is denied in whole or in part, the decision will include:

- The specific reason(s) for the adverse decision on appeal;
- References to the specific plan provisions on which the adverse decision is based;
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to (and copies of) all documents, records and other information relevant to the claim; and
- A statement describing your right to bring a civil action under Section 502(a) of ERISA.
- Such decision will be provided to you no later than five (5) days after such decision is made. The decision on review of the Board of Trustees (or its designated committee) concerning an appeal shall be final and binding on all parties.

NON-ASSIGNMENT OF BENEFITS

Benefits cannot be assigned, sold, transferred or pledged as security for a loan. No retirement payment may be subject to any legal process, execution, attachment or garnishment, or be used for the payment of any claim against you, or be subject to the jurisdiction of any bankruptcy court or insolvency proceedings. To effectuate the foregoing, the Trustees have the right to terminate or postpone any pension payment to you.

QUALIFIED DOMESTIC RELATIONS ORDER

There are narrow exceptions to the non-assignment rules, one of which is a Qualified Domestic Relations Order (QDRO). A QDRO is an order under domestic relations law assigning all or part of your pension benefits to your spouse, former spouse, your child or other dependent.

The procedures used by the Trustees to determine whether a domestic relations order is a QDRO are on file at the Fund Office. Participants and beneficiaries can obtain, without charge, a copy of such procedures from the Fund Office. The Fund Office will notify you if it receives a QDRO that applies to your benefits. The Fund Office has the authority to review a domestic relations order submitted to the Plan to determine whether the order constitutes a QDRO. You may appeal an adverse determination.

Plan Interpretation, Changes or Termination

The Trustees, or any of their duly authorized designee(s), reserve the exclusive right, power and authority, in their sole and absolute discretion, to administer, apply and interpret the Plan, the Trust Agreement and any other Plan documents and to decide all matters (whether factual, legal or other) arising in connection with the operation or administration of the Plan or the Trust (and the investment of Plan assets), including, without limitation, the sole and absolute discretionary authority to: (1) take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan; (2) formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with its terms; (3) decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan; (4) resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan, including this SPD, the Trust Agreement, or other Plan documents; and (5) process and approve or deny benefit claims and rule on any benefit exclusions; and (6) determine the standard of proof required in any case. All determinations made by the Trustees, or any of their duly authorized designee(s), with respect to any matter arising under the Plan, the Trust Agreement and any other Plan documents (including an application for benefits) shall be final and binding on all affected Plan Participants and their beneficiaries.

The Trustees reserve the right, in their sole and absolute discretion, at any time and for any reason to terminate the Plan in whole or in part; to modify or amend the Plan in whole or in part; and to change or discontinue the type and amounts of benefits offered by the Fund. If the Plan is ended, you will be fully vested in any benefit you have accrued to the extent then funded. Plan assets will be applied to provide benefits in accordance with the applicable provisions of federal law.

ERISA Information

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED

As a Participant in the Pension Fund of Make-up Artists and Hair Stylists Local 798, IATSE, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). ERISA provides that all plan Participants shall be entitled to:

Review Information about Your Plan and Benefits

- Examine, without charge, at the Fund Office and at other specified locations such as worksites and union halls, all documents governing the Fund, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Fund with the US 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 Fund, including collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies. Written requests for copies must clearly specify the documents or information you wish to receive. You may also request the Fund Office to determine the copying cost and advise you in writing of the amount before the copies are made.
- Receive the Fund's annual funding notice. The Plan Administrator is required by law to furnish each Participant with a copy of this document.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision free of 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 funding notice from the Fund 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 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 Administrator's control. 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 (after exhausting the Fund's internal claims and appeals procedures).

If it should happen that the Fund's fiduciaries misuse the Fund's money, or if you are discriminated against for asserting your rights, you may seek assistance from the US Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Fund, you should contact the Fund Administrator as follows:

Zenith American Solutions
140 Sylvan Avenue, Suite 303
Englewood Cliffs, NJ 07632
(866) 798-5733
www.zenith-american.com

You can also phone the Fund Office at (866) 798-5733. 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 Administrator, you should contact the nearest office of the EBSA, US Department of Labor, listed in your telephone directory, or:

Office of Participant Assistance
Employee Benefits Security Administration
US 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 EBSA's toll-free Employee & Employer Hotline at (866) 444-3271 or visiting EBSA's website at http://www.dol.gov/ebsa.

Administrative Information

Official Name of Plan	Pension Plan of Make-Up Artists and Hair Stylists Local 798, IATSE
Plan Number	001
Type of Plan	Defined Benefit Pension Plan
Plan Funding	Employer contributions
Name of Sponsoring Employee Organization	Board of Trustees of the Pension Fund of Make-Up Artists and Hair Stylists Local 798, IATSE. The Board can be reached at: Board of Trustees Pension Plan of Make-Up Artists and Hair Stylists Local 798, IATSE c/o Zenith American Solutions 140 Sylvan Avenue, Suite 303 Englewood Cliffs, NJ 07632 (866) 798-5733 www.zenith-american.com
Participating Entities	A complete list of the participating Employers and employee organizations sponsoring the Plan may be obtained from the Fund Office by Participants and beneficiaries upon written request, and is available for examination by Participants and beneficiaries at the Fund Office. The Fund Office will also tell you whether a particular Employer is a participating Employer under the Plan and, if participating, the address of such participating Employer. The Pension Plan of Make-Up Artists and Hair Stylists Local 798, IATSE is maintained and administered by a joint Board of Trustees on which labor and management are equally represented.
Employer Identification Number (EIN)	13-6116950
Plan Year/Fiscal Year	November 1 to October 31
Effective Date	This Plan became effective November 1, 1957, and has been periodically amended and restated there after.
Plan Administrator and Board of Trustees	Board of Trustees Pension Plan of Make-Up Artists and Hair Stylists Local 798, IATSE c/o Zenith American Solutions 140 Sylvan Avenue, Suite 303 Englewood Cliffs, NJ 07632 (866) 798-5733 www.zenith-american.com
Agent for Legal Process Service	Service of legal process may be made upon a Plan Trustee or the Plan Administrator at the address listed above.
Board of Trustees	The Pension Plan of Make-Up Artists and Hair Stylists Local 798, IATSE is jointly administered by Trustees appointed by the Union and Trustees appointed by Contributing Employers.

THE PENSION PLAN OF MAKE-UP ARTISTS AND HAIR STYLISTS LOCAL 798, IATSE

SUMMARY PLAN DESCRIPTION January 1, 2023