Pension Plan

Y-12

Non-Bargaining
Atomic Trades and Labor Council (ATLC)
International Guards Union of America (IGUA) Central Alarm Station Operators, and Beta 9 Operators
International Guards Union of America (IGUA) Y-12 Security Police Officers
Y-12 Fire Captains and Lieutenants (FCLT)

This page intentionally left blank.

Pension Plan

Introduction

The Pension Plans help build financial security and provide participants with a source of income throughout their retirement years, based on the participant's plan Eligible Earnings and period of active participation in the particular plan as described in this section.

The Retirement Program Plan for Employees of Consolidated Nuclear Security, LLC at the U.S. Department of Energy (DOE) facilities at Oak Ridge, Tennessee, is offered to some bargaining-unit eligible employees.

It may be referred to as "the Pension Plan" or "the Plan" in this summary plan description (SPD). The Plan is a tax-qualified, defined benefit plan that helps you prepare for retirement.

The IRS places certain restrictions on the amount of compensation used and the annual pension benefit you may be eligible to receive. These limits may be adjusted periodically by the IRS.

Plan Eligibility

The Plan is closed to new hires and rehires the lone exception of a rehired participant who had a vested interest in his or her accrued benefit in the Plan when employment terminated and did not receive a lump-sum payment of the accrued benefit. In that limited circumstance, if the Plan-vested participant is rehired and did not receive a lump-sum payment, he or she may reparticipate in the Plan.

Anyone hired or rehired on or after the Plan's closure is not permitted to participate in the Plan, but will be a participant in a defined contribution plan with "enhanced" Company contributions to take into account the fact the employee is not accruing pension benefits. Employees who are accruing benefits in a Company Pension Plan will not be eligible for enhanced contributions. The Enhanced Defined Contribution Plan is referred to in this SPD as the "EDC." Because the Plan is closed, this SPD does not include detailed descriptions of the initial eligibility requirements of the Plan.

Plan Closure Dates:

The Plan includes the following Employee classifications:

Y-12 Non-Bargaining* (85 Points):	Closed 1/1/2012
Y-12 ATLC (85 Points):	Closed 1/1/2016
Y-12 IGUA Central Alarm Station Operators, Central Training Facility Instructors, and Beta 9 Operators Employees (81 Points):	Closed 1/1/2016
Y-12 IGUA Security Police Officers (81 Points):	Closed 8/15/2016
Former WSI Non-Bargaining (81 Points):	Closed 6/4/2007

*Includes FCLT Employees already participating in the Plan as a non-bargaining employee on 6/25/2017.

The following individuals were not eligible to become Plan participants:

- Leased employees
- Independent contractors
- Nonresident aliens who do not have earnings from the Company from sources within the United States
- Employees who have entered into a written agreement with the Company and who have waived the right to participate in the Plan

Service for Prior Management and Operating Contractors

If you are an Employee who was employed by Babcock & Wilcox Technical Services Y-12 LLC as of June 30, 2014, “Company Service” and “Credited Service” will include your continuous service with Babcock & Wilcox Technical Services Y-12 LLC as well as any continuous service with Lockheed Martin Energy Systems, Martin Marietta Inc., and Union Carbide Corporation (but only with respect to service at one of the DOE facilities in Oak Ridge, Tennessee).

Qualified Domestic Relations Orders

As a general rule, your accrued benefit may not be assigned to another individual. This means that your accrued benefit cannot be sold, used as collateral for a loan, given away, or otherwise transferred. Additionally, your creditors may not attach, garnish, or otherwise interfere with your accrued benefit. If you become divorced or separated, a court order could require that part of your benefit be paid to someone else [e.g., your Child(ren) or former Spouse]. Payments cannot be made to anyone other than you unless the court order meets the legal requirements of a qualified domestic relations order. The Plan administrator will review the court order and has the sole discretion to determine if the order meets these legal requirements. You may request the Plan administrator to review a draft order prior to submission to the court. You may obtain a copy of the Plan’s qualified domestic relations order guidelines, free of charge, by contacting the Plan administrator.

Cash-Out or Rollover of Small Benefits

If you terminate employment and the value of your accrued vested pension benefit is $1,000 or less, the amount will be paid to you in a lump sum without the consent of you or your Spouse. If the amount is between $1,001 and $5,000, you may elect to receive a lump sum. However, if you do not elect to receive a lump sum, you will have an individual retirement account (IRA) set up in your name to receive a rollover of the lump sum. You will not be taxed on the amount of the rollover until you withdraw it from the IRA.

Service and Earnings during Qualified Military Service Leave

If you are on a qualified military service leave and return to work after the leave within the period provided by law, you will have the option to earn Pension Service Credit for the leave period if, upon your return to work, you make part or all of the required employee contributions that would have been deducted had you not been on military leave. If you make up only a portion of the contributions, Pension Service Credit is earned on a prorated basis. The contributions will be based on your pensionable earnings you would have received if you were not on military leave. Missed contributions may be deducted over several pay periods. If you received differential pay during the leave, any employee contributions deducted from the differential pay will reduce the amount you must pay to get full Pension Service Credit for the period. If you do not make up the contributions, your Pension Service Credit will be adjusted.

If you have a qualified military service leave, please contact the Benefit Plans Office. You may also contact the U.S. Department of Defense, Employer Support of the Guard and Reserve, at 1-800-336-4590 (website: www.esgr.mil) about your military service rights and responsibilities under USERRA or Uniformed Services Employment and Reemployment Rights.

Withholding Taxes

Under federal tax law, federal income taxes must be withheld from Plan payments unless you elect otherwise. You may contact the Benefit Plans Office for more information about tax withholding.

Direct Deposit of Payments

Your pension payments will be directly deposited into the financial institution of your choice.

Change of Address

It is important that you notify the Benefit Plans Office of any change in your address while you are a participant in the Plan and after you retire to ensure you receive benefit communications the Company may send to you, including your annual tax information.

Administrative Information

Information about the administration of your retirement benefits can be found in the "Administrative Information" section.

Applying for Benefits

Upon request, the Benefit Plans Office will provide you with the necessary information and instructions for receiving benefits and completing payment forms. In case of your death, your spouse, other beneficiary, or personal representative should notify the Benefit Plans Office and request information about any Plan benefits that might be payable as a result of your death. If the appropriate forms are not completed and submitted, or if any information requested by the Benefit Plans Office is not provided, benefits will be delayed.

If You Retire from the Plan

There are two different benefit structures in the Plan based on your employment classification.

81-Point Benefit Structure

This benefit structure is for employees who originally hired into Y-12 in the IGUA (guard bargaining unit) before plan closure, or Employees who were eligible participants in the former WSI Pension Plan before transferring to Y-12 on October 29, 2012. These employees are referred to as "protective force employees" in this SPD when different provisions apply to this employee classification. The benefits accrued under the WSI Pension Plan are now payable from the Y-12 Plan.

85-Point Benefit Structure

This benefit structure is for employees who were originally hired before plan closure and are not covered by the 81-point plan benefit structure.

Important Notes: Participants in the Plan remain in the benefit structure as of October 29, 2012, or original hire date if later, regardless of bargaining-unit transfers or payroll status as bargaining and non-bargaining. However, the percentage of Eligible Earnings that employees are required to contribute to the Plan (see "Employee Contributions to the Plan") is based upon current bargaining unit affiliation or non-bargaining status. Bargaining unit participants contribute to the Plan based on their Collective Bargaining Agreement.

Employee Contributions to the Plan

Based on employment classification, employees may be required to contribute a percentage of their compensation to the Plan to receive Pension Service Credit. If you are on an unpaid leave of absence other than a qualified military leave or an approved disability leave, and are not receiving pay from the Company, your Pension Service Credit will be adjusted for the period of leave. You will not accrue

Pension Service Credit during the period of the leave when employee contributions would have been required had you been at work instead of on leave. If you are on a qualified military service leave, please see the section titled “Service and Earnings during Qualified Military Service Leave.”

Employment Classification	Contribution	Effective Date
Non-bargaining Employees	2.0%	1/1/2015
ATLC Employees	0.5% 1.0%	1/1/2016 1/1/2018
IGUA Central Alarm Station Operators, Central Training Facility Instructors, and Beta 9 Operator Employees	0.5% 1.0%	1/1/2016 1/1/2017
IGUA Security Police Officer Employees	0.0% 0.5% 1.0%	Through 08/16/2020 08/17/2020 08/16/2021

When You Can Retire

Under the 85-Point Structure

You can retire with a **full** (unreduced) pension

- at age 65 or later, regardless of Company Service;
- at age 62 or later if, as of your termination date, you have at least 10 years of Company Service; or
- when your age and years of Company Service total 85 points or more. **Note:** Points are determined at your termination date by adding your years and months of age and your years and months of Company Service. You must be at least age 50 when you terminate employment to take advantage of this provision.

You can retire with a **reduced** pension if you retire at or after age 50, but before age 62, and have at least 10 years of Company Service as of your termination date.

Under the 81-Point Structure

You can retire with a **full** (unreduced) pension

- at age 65 or later, regardless of Company Service;
- at age 62 or later if, as of your termination date, you have at least 10 years of Company Service; or
- when your age and years of Company Service total 81 points or more. **Note:** Points are determined at your termination date by adding your years and months of age and your years and months of Company Service. You must be at least age 50 when you terminate employment to take advantage of this provision.

You can retire with a **reduced** pension if you retire at or after age 50, but before age 62, and have at least 10 years of Company Service as of your termination date.

Special Rule for Involuntary Termination Not for Cause

There is one important exception to these retirement dates. If your employment is involuntarily terminated by action of the Company (other than for cause), you will be considered to have met the age and service requirements for the following:

- A full pension benefit if you are age 60 or over and have at least 8 years of Company Service or if your years of Company Service and age total 83 or more (under the 85-point structure), or total 79 or more (under the 81-point structure).
- A reduced pension benefit if you are at least age 48 with at least 8 years of Company Service.

Any service added under the involuntary termination provisions will count toward determining your eligibility for a full or reduced pension but will not count toward determining the amount of the pension.

Working Past Your Normal Retirement Age

If you continue working after age 65 and are participating in the Plan, you will continue to earn Pension Service Credit and have your earnings counted for benefit purposes until you actually retire. An active employee who has reached age 70 ½ may commence a pension benefit while continuing employment. This benefit is payable beginning with the earlier of the month following the month in which you retire, or the month following the month in which you reach age 70 ½. This benefit will be recalculated annually at the anniversary of the pension commencement date to reflect additional service and earnings. A final benefit calculation will be made upon termination of employment.

Determining Your Pension Benefit

Your Plan pension benefit is calculated under three different formulas: regular, alternate, and minimum. The formula that gives you the largest benefit will be used.

All of the formulas are based in part on the following:

- Your average monthly Eligible Earnings, which is the average of your highest earnings for 3 years during the last 10 years just before you retire (for a discussion of how these earnings are calculated, continue reading)
- Your Pension Service Credit, including all your years and completed months of service, with each completed month counting as $^{1}/_{12}$ of a year.

Regular Formula

The regular formula provides a monthly benefit of:

- 1.4% (85-point structure) or 1.2% (81-point structure) of your average monthly Eligible Earnings times your years and months of Pension Service Credit.

Alternate Formula

The alternate formula provides a monthly benefit of:

- 1.767% (85-point structure) or 1.5% (81-point structure) of your average monthly Eligible Earnings times your years and months of Pension Service Credit minus 50% of your monthly primary Social Security benefit, with the resulting amount prorated for years of Pension Service Credit less than 30.

Under this formula, 50% of your primary Social Security benefit will be used to offset your earnings. If you provide the Company with complete Social Security Administration records of your Social Security–covered earnings within 6 months of your retirement date, the Company will use a Social

Security offset based on actual Social Security–covered earnings rather than estimated earnings if it provides a higher benefit. Otherwise, the Company will use your estimated Social Security earnings.

When you retire, your primary Social Security benefit for purposes of this formula is the benefit you would be eligible to receive at your retirement age or age 62, if later. This benefit is based on the Social Security laws in effect on the date you retire.

Minimum Formula

The minimum formula provides a monthly benefit of

- $5 for each of your first 10 years of Pension Service Credit;
- plus $7 for each of the 11th through 20th years of service,
- plus $9 for each year in excess of 20 years of service,
- plus 10% of your average monthly Eligible Earnings (if you have less than 8 years of Pension Service Credit, this will be reduced 1% a year for each year less than 8),
- plus $18.

Reduced Benefits

If you retire before you are entitled to a full pension, your monthly benefit is reduced. The amount of reduction is based on your age when benefits commence and your Pension Service Credit. Generally, the reduction is approximately 5% for each year and partial year needed to get to the earlier of the date you would reach age 62 or the date you would have 85 points (or 81 points if eligible for the 81-point structure).

The three formulas used to calculate a full pension benefit are also used to calculate a reduced benefit. In the regular and minimum formulas, the reduction factor is applied after calculating the total payment. In the alternate formula, the reduction factor is applied before subtracting the primary Social Security benefit. The formula that provides the largest benefit will be used.

If you retire before you are eligible for a full pension benefit, you may postpone payments and thus reduce or eliminate the reduction. For example, if you are a participant in the 85-point structure, and retire at age 55 with 27 years of Pension Service Credit (that is, you have attained 82 points at retirement), you can postpone starting your payments for three years and receive a full pension benefit because your 27 years of service plus commencement age of 58 will then total 85 points. As noted in the example, you can add increased years of age to reduce or eliminate the reduction if you defer commencement of benefit payments. However, if you retire and are eligible for a full unreduced benefit, postponing or deferring payments will not increase the amount.

Any reduction for early retirement (that is, starting benefits before your normal retirement date) is in addition to the reduction that may be made to your Plan benefit if you elect to provide continuing Plan benefits to your surviving spouse, dependent children, or dependent parents after your death, as discussed on the following pages. Contact the Benefit Plans Office for more information on survivor reduction factors.

Note for IGUA Security Police Officers Covered by 81-Point Structure:

Participants covered by the 81-point structure whose job requires compliance with the medical and physical fitness standards as described in federal government regulation 10 CFR 1046, Medical, Physical Readiness, Training, and Access Authorization Standards for Protective Force Personnel, for at least 10 of the last 12 years of employment may be eligible to receive additional guard supplement pay up to age 65. The supplement is designed to provide an increased benefit until age 65 that is equal to a percentage of pay based on Pension Service Credit and pension Eligible Earnings. Generally, the supplement benefits participants who have not accrued a full pension and retire before age 65. When a participant reaches age 65, the benefit will be reduced to the normal pension amount.

Calculating Your Earnings Used for Pension Benefits

Your pension benefit is based on your Eligible Earnings and is determined by the greater of

- the 3 full calendar years in which these earnings were highest, during the 10 calendar years before the year in which you retire or
- the 3 years of Pay periods just before you retire.

PTO payout, or severance pay, etc. received after termination of employment is disregarded in determining your pay for the Plan benefit purposes.

Normal Forms of Payment

You will receive your benefit under the Plan's normal form of payment based upon your marital status when you retire.

For Married Employees

If you are married when you retire, the normal form of payment is a joint and 50% survivor benefit. Under this form of payment, your pension is reduced, and, after your death, 50% of that benefit is continued to your surviving Spouse for the rest of his or her life. This reduction reflects the fact that benefits are payable during both of your lifetimes. If you are receiving benefits and your Spouse dies, this form of payment will "pop up" to the amount that would have been paid as a single life annuity. You must provide a copy of your Spouse's death certificate to the Benefit Plans Office to initiate the "pop up." You may not make another surviving Spouse election upon remarriage.

Once pension payments commence you cannot change your elected surviving Spouse in the event of divorce.

If you are in the 85-point structure you will receive 98% of the single life annuity. If you are in the 81-point structure, your benefit reduction will vary based on the ages of you and your Spouse at retirement. Upon your death, your Spouse will receive 50% of the amount of your benefit under both structures.

If you die before you begin to receive Plan benefits, your Spouse will receive 50% of the benefit you would have received had it begun on the date of your death. For more details on survivor benefits, see the section below.

For Single Employees

The Plan's normal form of payment for a single Employee is a life annuity. Under this form of payment, you receive the full benefit earned at retirement for your lifetime. After your death, no benefits are paid to anyone else. You may not elect the surviving Spouse option if you marry after your benefit commencement date.

Optional Forms Of Payment

You may elect an optional form of payment at retirement. If you are married, you will need your Spouse's written consent, witnessed by a notary public or a representative of the Plan administrator, to elect a form of payment other than the joint and 50% survivor benefit.

You may revoke or change your election at any time before benefits begin, subject to your spouse's written and witnessed consent. Benefit payment forms, including payment in the normal form based on marital status, may not be changed once benefits commence.

Life Annuity Option for Married Employees

This option for married employees is the same as the normal form of payment for single employees. Under this form of payment, you receive your full pension benefit for your lifetime only. No pension benefit is paid to anyone after your death.

50% Survivor Benefit Option (For Certain Dependent Survivors Other Than a Spouse)

Regardless of whether you are married or single at the time your benefits commence, you can elect a reduced pension to provide continuing income to an unmarried Dependent Child(ren) under age 23 or a Dependent Parent(s), but not to both Dependent Child(ren) and Parent(s). The person must satisfy the requirements of the Plan to be an eligible dependent at the time you begin your benefits and must also be an eligible dependent at the time of your death to receive any survivor benefit under this option. The payments will stop when the person no longer qualifies as an eligible dependent.

If you elect the survivor benefit for your Dependent Child(ren), a total of 50% of your reduced benefit will be payable to your Dependent Child(ren) after your death. Payments may continue until the earliest of age 23 [or as long as the Child(ren) remains Totally and Permanently Disabled], the Dependent Child(ren) marries, or the Dependent Child(ren) dies. **Note:** You must retire and commence benefits before the Child reaches age 23 to elect and designate a disabled Child as a survivor.

If you elect the survivor benefit for your Dependent Parent(s), a total of 50% of your reduced benefit will be paid to your Dependent Parent(s) upon your death.

75% Surviving Spouse Option

Under this form of payment, your pension is reduced, and, after your death, 75% of that benefit is continued to your surviving spouse for the rest of his or her life. If your spouse dies before you, this form of payment does not "pop up" to the amount that would be paid to a single life annuity. The "pop up" feature only applies in the case of a joint and 50% spousal annuity.

Level Income Option

If you retire before age 62, you may elect the level income option. Under this option, your pension benefit is increased until age 62 and is decreased after age 62 so that your combined income from the Plan and Social Security is approximately level throughout your retirement. **Note:** If you are receiving Social Security due to disability before age 62, you may still elect the level income option at the time of retirement. However, your pension benefit will reduce at age 62, resulting in an actual decrease in overall income.

The Social Security amount used in the level income calculation is not your actual amount but an estimate based on annual Social Security look-up tables using your age and earnings for the last calendar year as a full-time employee.

If you elect the level income option, the 50% survivor's benefit will be based on the pension amount before adjustment for this option.

The level income option is not available with the 75% surviving spouse coverage.

Note Regarding Social Security

Social Security retirement benefits are in addition to benefits paid from the Plan and are not affected by benefits paid or payable from the Plan. Social Security provides retirement benefits to you and your eligible Spouse based on earnings covered under the law. You should consult with the Social Security Administration to determine the age at which you may receive full benefits. Social Security Disability benefits may also be provided to you and eligible family members.

Please remember that Social Security benefits are not paid automatically—you must apply for them in all cases. To get more information about the law and your personal status under it, contact your local Social Security office. You can also access the Social Security Administration website at www.ssa.gov.

If You Become Disabled While Participating in the Plan

While an active employee, if you become disabled and qualify for benefits under the Company's Long-Term Disability plan, you will continue to accrue Pension Service Credit under the Plan just as if you had continued working. You cannot receive a disability benefit under the Long-Term Disability plan and a retirement benefit under this Plan at the same time unless you are age $70^{1}/_{2}$ or older. While you continue to be totally disabled, your earnings will remain the same as they were when you became disabled.

For information on how your average monthly Eligible Earnings are calculated, refer to "Calculating Your Earnings Used for Pension Benefits."

Employee contributions to the Plan will be waived during the period of an approved Long-Term Disability.

The following are options to consider while you remain on approved Long-Term Disability:

- Once you reach pension eligibility, you may retire under the same conditions as any other participant.
- Unless you are both age $70^{1}/_{2}$ or older and you are an active employee at the time you become disabled, Long-Term Disability benefits will stop once pension benefits commence.

Refer to the "Disability Coverage" SPD or contact the Benefit Plans Office for additional information.

If You Die While Employed

If you die while employed and have completed at least 5 years of Company Service, the Plan will pay a benefit to your surviving Spouse, Dependent Child, or Dependent Parent. The timing and amount of this benefit will depend on your Pension Service Credit at the time of death.

If you die after completing 5 years of Pension Service Credit but before completing 10 years, the survivor benefit is payable the first day of the month following the date you would have reached age 65. The benefit is a monthly income equal to 50% of the benefit you would have received had you terminated employment on the date of your death and elected to receive your benefit at age 65 in the joint and 50% survivor form of payment. Your survivor can elect to receive reduced benefits as early as the date you would have reached age 50. The reduction will be $6^{2}/_{3}$% for each year before age 65, for up to 3 years, plus 5% for each year before age 62 that benefits begin.

If you die after completing 10 years of Pension Service Credit, the survivor benefit is payable immediately regardless of your age at the time of your death. The benefit is a monthly income equal to 50% of the pension you would have received if you had retired on the date of your death and elected a life only annuity. If your survivor is a younger Spouse, the benefit will be reduced $^{1}/_{2}$% for each full year more than 5 years that your Spouse is younger than you. However, in no event will the survivor benefit be reduced to less than 25% of your full pension, calculated using your average earnings and service at your death.

The benefit will be paid to your Spouse for the rest of his or her life. If you are an active employee and not married when you die, the survivor benefit will be paid in equal shares to your unmarried Dependent Child(ren) until age 23 [or as long as a Child(ren) remains Totally and Permanently Disabled]. If you have no Dependent Child(ren), the benefit will be paid in equal shares to your Dependent Parent(s) for life.

If you have no Spouse, Dependent Children, or Dependent Parents a survivor benefit is not payable. However, if you made participant contributions to the Plan, the contributions plus interest payable as provided in the Plan will be paid to your estate.

Any benefit being paid to a “Dependent Child” or “Dependent Parent” cannot be transferred to someone else when the Child or Parent no longer qualifies for it. However, if a Spouse dies while receiving the survivor benefit, the Spouse’s benefit will continue in equal shares to any of your unmarried Dependent Child(ren) under age 23 [or as long as a Child remains Totally and Permanently Disabled].

Pre-Retirement Spouse’s Benefit (If You Die as a Terminated and Vested Participant)

If you leave the Company with vested benefits (that is, you had at least 5 years of Credited Service) and you die before plan payments begin, your Spouse is eligible to receive a pre-retirement pension benefit equal to 50% of the benefit you would have received under the joint and 50% survivor benefit. Your Spouse will be eligible only if married to you at least 1 year at the time of your death. If you have no Spouse or you have not been married at least 1 year at the time of your death, no survivor benefit is payable. However, if you made participant contributions to the Plan, the contributions plus interest payable as provided in the Plan will be paid to your estate.

If you die after age 50, payments may begin the month following your death. If you die before age 50, payments may begin the month following the date you would have reached age 50.

If You Leave Employment Before You Are Eligible For a Full or Reduced Pension Benefit

If you are no longer an employee of the Company for any reason after completing at least 5 years of Credited Service, you are vested. Being vested means you have a non-forfeitable right to receive a pension benefit but not any other retirement benefits, including retiree medical. You are always vested in your contributions and the interest payable as provided in the Plan on those contributions.

Refer to the "When You Can Retire" section for additional information on full or reduced pension benefits.

Further discussion follows on Credited Service and severance from service.

Benefit Amount

The amount of your vested pension payable at age 65 (Normal Retirement age) depends on your average monthly Eligible Earnings, your total Pension Service Credit at the time you leave the Company, and your age at the time you want your pension payments to begin. The three formulas described previously are used to calculate your pension benefit, but with these differences:

- The flat amount of $18 per month under the minimum formula will be multiplied by a "service fraction." This fraction is your actual years of Pension Service Credit divided by your years of Pension Service Credit that you would have received if you continued employment with the Company until age 65.
- If your vested benefit is calculated using the minimum formula and you have less than 10 years of Pension Service Credit, that part of the formula using 10% of your average monthly Eligible Earnings will be reduced by 1% for each full year less than 10.

Payment of Benefits

Vested benefits normally become payable at age 65. However, you can elect to receive a reduced benefit as early as age 50, but the benefit will be calculated as described in this section, and not as an Early Retirement benefit. The amount of the reduction will depend on how many years before age 65 you elect to begin benefits. The vested benefit reduction is 5% for each year before age 62 and $6^2/_3$% for each year from age 62 to 65. For example, if you leave the Company and begin receiving your pension at age 60, your benefit will be reduced 30%—that is 20% for 3 years between 62 and 65 ($6^2/_3$% × 3) plus 10% for 2 years (ages 60 and 61 or 5% × 2).

Your vested benefit will commence effective the first of the month following receipt of your written request. If you are married at the time of your request, your benefit will automatically be paid as a joint and 50% survivor benefit unless you elect otherwise and your spouse's written consent is witnessed by a notary public or representative of the Plan administrator. If your benefit is paid in the joint and 50% survivor form, your benefit will be reduced.

You may also elect a joint and 75% survivor benefit, which will be actuarially reduced based on applicable mortality and interest rates as specified by the Internal Revenue Code.

Forfeiture of Benefits

If your employment terminates before you have completed 5 years of Credited Service, you will forfeit your right to any Pension Plan benefits.

Credited Service and Severance from Service

Credited Service (as defined in the Glossary) generally means the time you work for the Company (or a prior management and operating contractor that sponsored the Plan). It may also include time with entities that are related to the Company (or a prior management and operating contractor) or as a Leased Employee. However, that Credited Service does not count for purposes of determining the amount of your benefit and, therefore, does not add to your Pension Service Credit.

A severance from service occurs

- the day you quit, retire, are discharged, or die;
- one year after your first day of absence due to layoff, or, if earlier, the first day after recall if you fail to return to work; or
- 1 year after your first day of absence while on an approved leave, or, if earlier, the first day after the final day of leave if you fail to return to work.

If you are reemployed within 1 year of your date of severance and you were vested at the time of termination, you will receive Credited Service and Company Service for your period of severance, and your prior service will be restored.

Generally, if you are reemployed more than 1 year after your date of severance and you were vested as of that date, your *prior* Credited Service and Company Service will be restored automatically upon reemployment, regardless of your period of severance. You will not earn Credited Service or Company Service during a period of severance lasting 1 year or more. In no instance will Pension Service Credit be granted during a period of severance.

Re-Employment

Returning to Work after Terminating with a Vested Benefit

If you terminate employment with the Company (or prior management and operating contractor) with a vested pension benefit and subsequently return to work with the Company as an employee, you will reenter the Plan and begin accruing additional benefits, unless you received a lump-sum payment of your vested accrued benefit. Should you return to work, your Pension Service Credit will be adjusted to include both prior and current service.

Note: Returning to work after accruing a vested benefit allows you to continue participation in the Plan unless you received a lump-sum payment of your vested accrued benefit. During your period of reemployment you may participate in other benefit plans, such as the 401(k) Savings Plan and medical, dental, vision, disability, and life insurance plans, in accordance with the terms of those plans for active employees. However, you are not eligible to continue medical, dental, vision, and life insurance benefits upon your future retirement.

Returning to Work after Retirement

If you have been receiving pension payments and return to work for the Company as an employee, your benefit will be suspended during your period of reemployment, or until your work schedule is such that you are not subject to a benefit suspension.

Note: This does not apply to Ad Hoc employees who work 7 shifts or fewer in a month or if you are age 70½.

Your benefits will be suspended for any month in which you receive payment from the Company for 1 or more hours of service performed on each of 8 or more days (or separate work shifts). When pension payments begin again, they will be adjusted to reflect your additional service and earnings after returning to work following the retirement.

If you expect to return to work after you retire, or if there is any understanding that you will come back to work for the Company in any capacity, your retirement will not be considered a bona fide retirement that allows you to commence a retirement benefit under IRS requirements. Thus, the Company will request information when you apply for benefits to ensure you have a bona fide retirement.

If you have had a bona fide retirement and commenced benefits then consider returning to active service, you should contact the Benefit Plans Office to make a determination concerning whether your return to work may cause your benefit to be suspended.