



**National Integrated Group
Pension Plan**

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*****IMPORTANT NOTICE*****

TO: NIGPP Participants Not Yet in Pay Status
NIGPP Participating Employers and Unions

FROM: Board of Trustees of the
National Integrated Group Pension Plan (the "NIGPP")

SUBJECT: Notice of Reductions in Adjustable Benefits under the Rehabilitation Plan

DATE: December 1, 2012

This Notice provides important information about an amendment to the Rehabilitation Plan that may result in reductions in the benefits to which Participants and Beneficiaries are entitled under the National Integrated Group Pension Plan (the "Plan"). This amendment will become effective January 1, 2013, and will apply only to Participants and Beneficiaries (including Alternate Payees under a Qualified Domestic Relations Order) who have not yet commenced receiving benefits. This Notice is being provided to you in accordance with Section 305(e)(8)(3) and Section 204(h) of the Employee Retirement Income Security Act of 1974 ("ERISA") and Section 432(e)(8)(3) of the Internal Revenue Code.

The amendment, which is described in detail below, adopts a rule that automatically reduces the benefits payable to certain Participants who have worked on or after May 1, 2010, for Participating Employers under the Preferred Schedule under the Rehabilitation Plan. The automatic benefit reductions provided for under this amendment will apply only if a Participating Employer for which Participants have worked under the Preferred Schedule withdraws from the Plan after the end of the three-year guarantee period to which the Employer agreed when adopting the Preferred Schedule. These automatic reductions will apply only to Participants who have not yet retired, as of the date of withdrawal.

This amendment makes a change to the Plan's Rehabilitation Plan, which the Plan's Board of Trustees (the "Board") adopted, as required under the Pension Protection Act of 2006 (the "PPA"), in 2009. In April 2010, we sent all affected Participants a Notice of Reductions in Adjustable Benefits under the Rehabilitation Plan dated April 30, 2010 (the "April 2010 Notice") that explains the Rehabilitation Plan and the reductions of benefits under the Rehabilitation Plan that became effective May 30, 2010. The benefit reductions described in this Notice are in addition to the reductions described in the April 2010 Notice. You may find it helpful to refer to the Plan's Summary Plan Description and to the April 2010 Notice, which are both available upon request from the Plan's Administrative Agency.

Please read this Notice carefully.

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December 2012

Background

The Rehabilitation Plan as adopted in 2009 included a rule requiring any Participating Employers that adopts the Preferred Schedule to promise not to withdraw from the Plan for a period of three years (called the “guarantee period”). The Rehabilitation Plan also provided that the benefits of Participants who work for Participating Employers on or after April 30, 2010, under the Preferred Schedule will automatically be reduced, prospectively, to the levels set by the Default Schedule, if their Participating Employer withdraws within the guarantee period. Under this rule, the benefits of Participants who worked for the withdrawing Employer under the Preferred Schedule and retired with a pension beginning date during the guarantee period are reduced, prospectively, to the Default Schedule level, as well as the benefits of Participants who have not yet retired. The April 2010 Notice describes the rules concerning the guarantee period and all the benefit reductions imposed under the Default Schedule in detail.

New Benefit Reductions for Withdrawals after Guarantee Period

The amendment explains what will happen to Participants’ benefits if their Participating Employer withdraws after the end of the guarantee period. Under the amendment, if a Participating Employer withdraws from the Plan after the end of the guarantee period, the benefits of Participants who worked on or after May 1, 2010, for that Participating Employer under the Preferred Schedule and have not yet retired as of the date of withdrawal will be automatically reduced, prospectively, to the levels set by the Default Schedule. However, the benefits of Participants who have retired with a pension beginning date after the end of the guarantee period but before the date of the Employer’s withdrawal will continue to be determined under the Preferred Schedule.

The amendment will become effective January 1, 2013. It will affect only Participants in Covered Employment on or after May 1, 2010, under the Preferred Schedule. The automatic reductions imposed under the amendment will be triggered only by a Participating Employer’s withdrawal from the Plan that occurs on or after January 1, 2013, and after the end of that Participating Employer’s guarantee period. The benefits being paid to any Participant with a pension beginning date that is after the end of the guarantee period but before the date on which his or her Employer withdraws from the Plan will continue to be determined under the Preferred Schedule as a result of this amendment.

Example 1

John has worked continuously since January 1, 2001, for a Participating Employer that adopted the Preferred Schedule of the Rehabilitation Plan on June 1, 2010. On July 1, 2013, John’s Participating Employer withdraws from the Plan. John had not yet retired as of July 1, 2013. Because his Employer withdrew after the end of the guarantee period, John’s benefits, when he reaches Normal Retirement Age and retires, will be determined under the Default Schedule, rather than the Preferred Schedule.

Example 2

John worked from January 1, 2001, until January 1, 2011, for a Participating Employer that adopted the Preferred Schedule of the Rehabilitation Plan on June 1, 2010. John retired directly from Covered Employment with a pension beginning date of July 1, 2013. John’s Participating Employer withdraws from the Plan on November 1, 2013. Because John has a pension beginning date that is after the end of the

guarantee period but before the date of his Employer's withdrawal, John's benefits are determined under the Preferred Schedule and are not affected by the automatic reduction imposed under the amendment.

Your ERISA Rights

Federal law requires that this Notice contain information on the rights and remedies of Participants and Beneficiaries. As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended. ERISA provides that you may:

Examine, without charge, at the Plan Administrator's office (and at other specified locations as may be necessary to make available all pertinent information to Participants), a complete list of the employers and employee organizations sponsoring the Plan, all documents governing the Plan, including contracts and agreements entered into by the board of Trustees, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions. Copies of the Plan, the Agreement and Declaration of Trust, the Participation Agreement, and the applicable Collective Bargaining Agreement are also available for examination through your Participating Employer and your Union.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, a complete list of the employers and employee organizations sponsoring the Plan, information as to whether a particular employer or union is a Participating Employer or Union under the Plan, and updated summary plan descriptions. The Administrative Agency may make a reasonable charge for the copies.

Receive a copy of the Plan's annual funding notice as required by ERISA.

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 get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

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

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan

and do not receive it within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the Qualified Status of a Domestic Relations Order or a Medical Child Support Order, you may file suit in federal court.

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

If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Where to Obtain More Information

For more information about this Notice, you may write to the Plan's Administrative Agency at 30 Scranton Office Park, Scranton, PA 18507, email the Administrative Agency at questions@nigpp.org, or call 1-800-321-2393.