

**WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS  
PENSION FUND**

**SUSPENSION APPLICATION**

**Exhibit 14**

**Plan Documents**

**WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS**  
**PENSION FUND**

**AMENDED AND RESTATED**  
**PENSION PLAN**

**AS OF JANUARY 1, 2014**

**WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS**  
**PENSION FUND**

**AMENDED AND RESTATED**  
**PENSION PLAN**  
**AS OF JANUARY 1, 2014**

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## **ARTICLE I - PURPOSE**

### **Section 1.1. Purpose.**

- (a) Each Employee in the regular service of an Employer on January 1, 2014 shall be a Participant on January 1, 2014.
- (b) Each Employee who was a Participant prior to January 1, 2014, but was not in the regular service of an Employer on January 1, 2014, or who has never been a Participant, shall be a Participant in this Pension Plan when contributions are required to be paid for him by an Employer under a Collective Bargaining Agreement or a Participation Agreement.
- (c) Except as may be hereinafter provided, any person who is receiving periodic pension payments under the Pension Plan immediately prior to January 1, 2014, shall continue to be a Participant and receive such payments on and after such date in the form and amount determined in accordance with the Pension Plan as constituted prior to such date.
- (d) Except as may be hereinafter provided, any former Employee whose Credited Service was interrupted before January 1, 2014, and who, at the time of such interruption, became entitled to receive a deferred pension under the Pension Plan then in effect, shall continue to be a Participant and be eligible to receive a pension under this Pension Plan in the form and amount determined under the Pension Plan which was in effect when his service was interrupted.
- (e) The provisions of this Plan shall apply only to an Employee who terminates employment on or after the Effective Date of the Restated Plan. The rights and benefits, if any, of an Employee which accrue before the Effective Date of the Amended and Restated Plan shall be determined in accordance with the prior provisions of the Plan.

### **Section 1.2. Special Limit on Participation.**

- (a) Notwithstanding any contrary provisions, the participation of (and the accrual of benefits by) a Participant who is both highly compensated employee within the meaning of subsection (d) of this Section and a non-collectively bargained employee within the meaning of subsection (e) of this Section may be prospectively conditioned upon the submission by the Employer or Employers who contribute (or who are obligated to contribute) on behalf of such Participant of a demonstration and certification satisfactory to the Board of Trustees that the portion of the Plan which covers the non-collectively bargained employees (including the Participant) of such Employer(s) satisfies the applicable minimum coverage and general non-discrimination requirements of Code § 410(b) and 401(a)(4).
- (b) For purposes of demonstrating satisfaction with any applicable nondiscrimination requirements of the Code under this Section, an Employer who contributes to the Plan on behalf of non-collectively bargained employees may elect to use any definition of compensation that complies with the provisions of Treas. Reg. § 1.414(s)-1 (or its successor) to apply such nondiscrimination requirements to the portion of the Plan which is required to be tested as a separate plan of such Employer, provided that the definition of compensation

so elected by an Employer is used consistently to the extent required by Treas. Reg. § 1.414(s)-1 (or its successor).

(c) For purposes of demonstrating satisfaction with any applicable nondiscrimination requirements of the Code under this Section, the annual compensation of a Participant taken into account for any Plan Year shall not exceed \$200,000, with said dollar amount proportionately reduced for any Plan Year shorter than twelve months and adjusted at the same time and in the same manner as provided by Code § 401(a)(17). Said annual compensation limit shall be applied separately with respect to the compensation of an Employee from each Employer maintaining the Plan, rather than the total compensation from all Employers maintaining the Plan.

(d) For purposes of this Section, a Participant shall be considered a highly compensated employee for a Plan Year (the “current Plan Year”) if, as determined in accordance with Code § 414(q), the Participant performs service for an Employer during the current Plan Year and either:

(1) is a 5-percent owner within the meaning of Code § 416(i)(1)(A)(iii) at any time during the current Plan Year or preceding Plan Year; and

(2) during the preceding Plan Year, received compensation (within the meaning of Code § 415(e)(3)) of more than \$80,000, or such higher amount prescribed pursuant to Code § 414(q)(1), and if elected by the Employer, was also among the top 20 percent paid employees determined by excluding employees under Code § 414(q)(5).

(e) For purposes of this Section, a non-collectively bargained employee shall mean an Employee for whom an Employer is obligated to contribute pursuant to a legal agreement with the Board of Trustees, and not a collective bargaining agreement with the Union; provided, however, for this purpose, such an Employee shall be treated as a collectively bargained employee to the extent provided by Code Reg. § 1.410(b)-6(d)(2)(ii)(A) through (D) (or any successor).



## **ARTICLE II - DEFINITIONS**

**Section 2.1. Accrued Benefit.** The amount of benefit that has been earned by a Participant as of such date, regardless of whether such benefit is forfeitable or non-forfeitable, or is subject to adjustment, reduction, suspension or elimination in accordance with permissible Plan amendments adopted pursuant to applicable provisions of law and is equal to the greater of (a), (b) or (c) below:

(a) the sum of (1) and (2) below:

(1) the greater of (i) and (ii) below:

(i) the Unit Multiplier Based Accrued Benefit equal to the accumulation of Unit Multipliers that have been earned for each year of Credited Service in accordance with Appendix A as of August 1, 2008, or

(ii) the 25-And-Out or 30-And-Out Based Accrued Benefit (described in (d) below) as of August 1, 2008, and

(2) the continuation of Unit Multiplier Based Accruals that have been earned for each year of Credited Service after August 1, 2008 in accordance with Appendix A.

(b) For any Participant who loses eligibility for any 25-And-Out or 30-And-Out benefit (described in (d) below) after August 1, 2008, the sum of (1) and (2) below:

(1) the greater of (i) and (ii) below:

(i) the Unit Multiplier Based Accrued Benefit equal to the accumulation of Unit Multipliers that have been earned for each year of Credited Service in accordance with Appendix A as of the date a Participant loses such continued eligibility, or

(ii) the 25-And-Out or 30-And-Out Based Accrued Benefit (described in (d) below) as of the date a Participant loses such continued eligibility, and

(2) the continuation of Unit Multiplier Based Accruals that have been earned for each year of Credited Service after the date the Participant loses such continued eligibility in accordance with Appendix A.

(c) For any Participant who continues to satisfy all of the eligibility requirements for any 25-And-Out or any 30-And-Out Based Accrued Benefit (described in (d) below); the greater of (1) or (2) below:

(1) the sum of (i) and (ii) below:

(i) the greater of (A) or (B) below:

(A) the Unit Multiplier Based Accrued Benefit equal to the accumulation of Unit Multipliers that have been earned for each year of Credited Service in accordance with Appendix A as of August 1, 2008, or

(B) the 25-And-Out or 30-And-Out Based Accrued Benefit (described in (d) below) as of August 1, 2008, and

(ii) the continuation of Unit Multiplier Based Accruals that have been earned for each year of Credited Service after August 1, 2008 in accordance with Appendix A.

(2) the said 25-And-Out or 30-And-Out Based Accrued Benefit (described in (d) below) as of the date of determination.

(d) the 25-And-Out and 30-And-Out Based Accrued Benefit as of any date is equal to the pro rata share of each specific 25-And-Out and 30-And-Out benefit level described in Sections 4.11 and 4.12 based on satisfaction of the eligibility rules for each. For purposes of determining the pro rata share, the numerator will be the years of Future Credited Service as of the earlier of the date of determination or the date such 25-And-Out or 30-And-Out benefit eligibility was lost. The denominator will be the greater of the required number of years of Future Service to reach eligibility for each 25-And-Out or 30-And-Out Benefit or the total number of years of Future Service to the date of determination.

Notwithstanding any contrary provisions, benefits and service credit with respect to qualified military service shall be provided in accordance with Code § 414(u).

**Section 2.2. Act.** The term "Act" as used herein shall mean the Employee Retirement Income Security Act of 1974, any amendments as may from time to time be made thereto, and any regulations promulgated pursuant to the provisions of the said Act.

**Section 2.3. Actuarial Equivalent.** The term "Actuarial Equivalent" as used herein means that benefits payable under different forms shall have the same equivalent value. Conversion of benefit amounts from the normal form of annuity to optional forms shall be computed based on the following:

(a) For monthly benefit payments for all retirements occurring on and after April 1, 1999:

(1) For any Participant who retired between April 1, 1999 and January 31, 2011 and for any Participant who was eligible to retire on February 1, 2011 and who is covered under the Preferred Schedule of the Rehabilitation Plan; benefits earned up to August 1, 2008 are reduced from the Accrued Benefit payable as a Joint and 50% Survivor Annuity for married Participants and the Ten Year Certain and Life Annuity for non-married Participants using the mortality tables and interest rates in Section 2.3(a)(4) below, but in no event will an actuarial reduction factor be less than it would have been when accrued under provisions of the Plan prior to January 1, 2008,

(2) For any Participant who was not eligible to retire as of February 1, 2011 and for any Participant subject to the Default Schedule of the Rehabilitation Plan, benefits earned up to August 1, 2008 are reduced from the Accrued Benefit payable as a Straight Life Annuity using the mortality tables and interest rates in Section 2.3(a)(4) below,

(3) All Accrued Benefits earned on and after August 1, 2008 are reduced from the benefit payable as a Single Life Annuity for all Participants using the mortality tables and interest rate in Section 2.3(a)(4) below.

(4) The following mortality tables and interest rates are used for actuarial equivalencies:

(i) The UP1984 Mortality Table for the Participant and the UP1984 Mortality Table set back five (5) years for the Spouse.

(ii) An eight (8%) percent interest rate.

(b) For purposes of the cash-out of pension benefits provided in Section 8.14, for plan years beginning after December 31, 2007, the lump sum value of a Participant's benefit shall be based on the following for November of the plan year preceding the effective date of the payment:

(1) The applicable mortality table prescribed under Code § 417(e)(3)(B).

(2) The applicable interest rate prescribed under Code § 417(e)(3)(C).

**Section 2.4. Administrative Manager.** The term "Administrative Manager" as used herein shall mean the individual(s), firm(s) or corporation(s), if any, appointed from time to time by the Trustees in accordance with the provisions of the Trust Agreement to administer the office or offices of the Pension Fund.

**Section 2.5. Beneficiary.** The term "Beneficiary" as used herein shall mean a person designated by a Participant or by the terms of this Pension Plan, who is or may become entitled to a benefit.

**Section 2.6. Code.** The term "Code" means the Internal Revenue Code of 1986, as amended.

**Section 2.7. Collective Bargaining Agreement.** The term "Collective Bargaining Agreement" as used herein shall mean any written agreement between an Employer and a Union, and any supplement, written amendment or continuation thereof which requires the Employer to make contributions to this Pension Fund for its Employees.

**Section 2.8. Covered Employment.** The term "Covered Employment" as used herein shall mean the period of employment for which the payment of contributions by an Employer is required on behalf of an Employee.

**Section 2.9. Default Schedule.** A schedule of adjustable benefit reductions and future benefit accruals. The Default Schedule applies to Participants of Employers who satisfies certain default

contribution requirements provided for the Rehabilitation Plan most recently adopted by the Board of Trustees pursuant to ERISA Section 305 and Internal Revenue Code § 432. The Default Schedule also applies to any Participant who continues to work for an Employer who withdraws from the Fund on a voluntary basis.

**Section 2.10. Earliest Retirement Age.** The earlier of the Participant's Early Retirement Age or Normal Retirement Age.

**Section 2.11. Employee.** The term "Employee" as used herein shall mean:

(a) Any person(s) who is employed by an Employer and whose primary occupation is in a classification in a collective bargaining unit represented by a Union, and covered by a Collective Bargaining Agreement between an Employer and a Union, which agreement sets forth conditions as to wages, hours, working conditions and fringe benefits, and the Employer agrees in writing to make regular contributions to this Pension Fund and to be bound by the terms of the Trust Agreement and this Pension Plan for all such person(s).

(b) Full-time officers and other full-time employees of Unions affiliated with Joint Council No. 40 of the International Brotherhood of Teamsters, or any other Union approved by the Trustees pursuant to the provisions of the Trust Agreement, and which Union enters into a Participation Agreement that requires regular contributions to this Pension Fund and further agrees to be bound by the terms of the Trust Agreement and this Pension Plan for all of its full-time officers and other full-time employees; except that those full-time Union employees covered by a Collective Bargaining Agreement in which retirement benefits were the subject of good faith bargaining between the employees' representative and the Union, and the said bargaining did not result in an agreement concerning coverage by this Pension Fund, may be excluded.

(c) Any full-time supervisory or other full-time employees of an employers' association or health and welfare fund, whose membership is in whole or in part composed of Participants or Employers of Participants in this Pension Fund, and which enters into a Participation Agreement which requires regular contributions to this Pension Fund and further agrees to be bound by the terms of the Trust Agreement and this Pension Plan for all of its full-time supervisory and other full-time employees; except that those employers' association or health and welfare fund full-time employees covered by a Collective Bargaining Agreement in which retirement benefits were the subject of good faith bargaining between the employees' representative and the employers' association or health and welfare fund, and the said bargaining did not result in an agreement concerning coverage by this Pension Fund, may be excluded.

(d) Any full-time employee of any credit union, the majority of whose members are members of a participating Union, and which enters into a Participation Agreement which requires regular contributions to this Pension Fund and further agrees to be bound by the terms of the Trust Agreement and this Pension Plan for all of its full-time employees; except that any such credit union full-time employees covered by a Collective Bargaining Agreement in which retirement benefits were the subject of good faith bargaining between the employees' representative and any such credit union, and the said bargaining did not result in an agreement concerning coverage by this Pension Fund, may be excluded.

(e) Any full-time employee of this Pension Fund, and which Pension Fund enters into a Participation Agreement which requires regular contributions to this Pension Fund in the amount and under the terms as determined by the Trustees, and further agrees to be bound by the terms of the Trust Agreement and this Pension Plan for all of its full-time employees.

(f) Any person(s) who is employed by an Employer, where the Employer is required to make contribution to this Pension Fund for such person(s) pursuant to a Change of Operations Committee decision; provided, however, that the said decision has been approved by the Trustees.

**Section 2.12. Employer, Contributing Employer.** The term "Employer" as used herein shall mean:

(a) Any Employer in the Industry having a Collective Bargaining Agreement with the Union, which agreement sets forth conditions as to wages, hours, working conditions and fringe benefits, including written agreement to make contributions to this Pension Fund for the purpose of providing its Employees pension benefits, and which further agrees to assume all other obligations of the Trust Agreement and this Pension Plan, for all of its Employees who are included in the classifications in the collective bargaining units covered by the Collective Bargaining Agreement.

(b) Any Union affiliated with Joint Council No. 40 of the International Brotherhood of Teamsters, or any other Union approved by the Trustees pursuant to the provisions of the Trust Agreement, and which enters into a Participation Agreement requiring regular contributions for the purpose of providing its Employees pension benefits and further agrees to be bound by the obligations of the Trust Agreement and this Pension Plan for all of its Employees who are eligible for the Pension Plan.

(c) Any employers' association, which is domiciled in Western Pennsylvania, and which represents contributing Employers and which enters into a Participation Agreement requiring regular contributions for the purpose of providing its Employees pension benefits and further agrees to be bound by the obligations of the Trust Agreement and this Pension Plan for all of its Employees who are eligible for the Pension Plan.

(d) Any association, individual, partnership, or corporation which, at the time of reference and as permitted by law, has and had a written agreement with a participating Union which has been approved by the Trustees, and which agrees to make regular contributions and to be bound by the obligations of the Trust Agreement and this Pension Plan for all of its Employees who are eligible for the Pension Plan.

(e) Any health and welfare fund, whose membership is composed in whole or in part of Participants or Employers of Participants in this Pension Fund, and which enters into a Participation Agreement requiring regular contributions for the purpose of providing its Employees pension benefits and further agrees and to be bound by the obligations of the Trust Agreement and this Pension Plan for all of its Employees who are eligible for the Pension Plan.

(f) Any credit union affiliated with Joint Council No. 40 of the International Brotherhood of Teamsters, or with any Union, and which enters into a Participation Agreement requiring regular contributions for the purpose of providing its Employees pension benefits and which further agrees to be bound by the obligations of the Trust Agreement and this Pension Plan for all of its Employees who are eligible for the Pension Plan.

(g) Any Employer which is required to make contributions to this Pension Fund pursuant to a Change of Operations Committee decision; provided, however, that the said decision has been approved by the Trustees.

(h) This Pension Fund.

**Section 2.13. Employer Contributions.** The term "Employer Contributions" as used herein shall mean payments required and actually made to this Pension Fund by an Employer as required by a Collective Bargaining Agreement, a Participation Agreement or an obligation to contribute as required by law.

**Section 2.14. Employer Trustee.** The term "Employer Trustee" as used herein shall mean any Trustee designated to represent the Employers in accordance with the provisions of the Trust Agreement.

**Section 2.15. Existing Employer.** An Employer who is other than a New Employer as defined in Section 2.19.

**Section 2.16. Industry.** The term "Industry" as used herein shall mean all Employers who have maintained or shall hereafter maintain a Collective Bargaining Agreement with the Union or a Participation Agreement with the Pension Fund.

**Section 2.17. Hour of Service.**

(a) **Performance of Duties.** Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer.

(b) **Nonworking Paid Time.** Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

(c) **Back Pay.** Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service will not be credited both under subparagraph (a) or subparagraph (b), as the case may be, and under this subparagraph (c).

(d) **Controlled Groups.** Hours of Service will be credited for employment with other members of an affiliated service group (under Code § 414(m)), a controlled group of corporations (under Code § 414(b)), or a group of trades or businesses under common control

(under Code § 414(c)), or any other entity required to be aggregated with the Employer in accordance with Code § 414(o), of which the adopting employer is a member. Service will also be credited for any individual required under Code § 414(n) or 414(o) to be considered an employee of any employer aggregated under Code § 414(b), (c), or (m). Hours of Service with an employer of a Controlled Group who has not adopted this Plan will only be credited for purposes of eligibility and vesting but not for benefit accrual.

(e) Leased Employees. Hours of Service will also be credited for any individual considered an employee for purposes of this Plan under Code § 414(n).

(f) The Family and Medical Leave Act of 1993. Upon an Employee's return to employment with the Employer following a leave of absence under the Family and Medical Leave Act of 1993 (FMLA), as amended, the hours the Employee would have worked had the Employee not been on FMLA leave shall be credited for purposes of vesting and eligibility (but not benefit accrual). The Hours of Service to be credited shall be calculated in accordance with Section 825.215(d)(4) of the Department of Labor FMLA Regulations.

(g) Military Service under the Uniform Services Employment and Re-Employment Rights Act of 1994 (USERRA). Notwithstanding any provision of this plan to the contrary, Hours of Service will be credited for qualified military service will be provided in accordance with Code § 414(u).

**Section 2.18. Investment Manager.** The term "Investment Manager" as used herein shall mean the individual(s), firm(s) or corporation(s) appointed from time to time by the Trustees in accordance with the provisions of the Trust Agreement, responsible for the management, acquisition, disposition, investing and reinvesting the assets of the Pension Fund.

**Section 2.19. New Employer.** An Employer who has been accepted to participate or reenter the Fund by the Trustees and:

- (a) who first became obligated to contribute under the Plan after January 1, 2014; or,
- (b) an Existing Employer who reenters the Fund after having completely withdrawn from the Fund and pays its full withdrawal liability payment schedule in a lump sum, as determined by the Trustees' after consideration of specific matters raised through an ERISA Section 4219(b)(2) request for review relating to the determination of the employer's withdrawal liability or payment schedule or relating to the collectability of the withdrawal liability payments.

**Section 2.20. Participant.** The term "Participant" as used herein shall mean any eligible Employee who is or may become entitled to participate in the benefits provided for in the Trust Agreement or in this Pension Plan.

**Section 2.21. Participation Agreement.** The term "Participation Agreement" as used herein shall mean any agreement, other than a Collective Bargaining Agreement, between the Employer and the Pension Fund, and any supplement, amendment or continuation thereof which requires the Employer to make payments to this Pension Plan for its Employees. The Trustees shall establish the form of the Participation Agreement and any such agreement not in the form established by

the Trustees shall be subject to their approval.

**Section 2.22. Pension Fund.** The term "Pension Fund" as used herein shall mean the Western Pennsylvania Teamsters and Employers Pension Fund created and established in Articles II, III and IV of the Trust Agreement.

**Section 2.23. Pension Plan.** The term "Pension Plan" or "Plan" as used herein shall mean this plan, any amendments thereto and all authorized programs, methods, rules and procedures for the payment of benefits from the Pension Fund established by the Trust Agreement and amendments thereto.

**Section 2.24. Plan Year.** The term "Plan Year" as used herein shall mean the 12-consecutive month period commencing on January 1 of each year.

**Section 2.25. Preferred Schedule.** The schedule of benefits based on satisfaction of certain preferred contribution requirements provided for under the Rehabilitation Plan most recently adopted by the Board of Trustees pursuant to ERISA Section 305 and Internal Revenue Code § 432.

**Section 2.26. Qualified Domestic Relations Order.** Any judgment, decree, or order (including approval of a property settlement agreement) that constitutes a "qualified domestic relations order" within the meaning of Code section 414(p).

**Section 2.27. Spouse.** Effective June 26, 2013, the term Spouse shall mean the Spouse who is legally married to the Participant pursuant to the law of the State in which a marriage ceremony (or if recognized by state law, a common law marriage) occurred (without regard to the law of the State in which the individuals are currently domiciled), provided that a former Spouse will be treated as the Spouse to the extent provided in a Qualified Domestic Relations Order. For purposes of the preceding sentence, the term "State" shall mean any domestic or foreign jurisdiction having the legal authority to certify that a marriage ceremony has lawfully occurred.

**Section 2.28. Trust.** "Trust" and "Trust Fund" as used herein shall mean all contributions to the Trust Fund created in accordance with the provisions of the Trust Agreement and received by the Trustees under the Collective Bargaining Agreements or Participation Agreements and any additional contributions thereto that may hereafter be agreed upon by the parties under future Collective Bargaining Agreements or Participation Agreements, or extensions thereof, and all other Employer Contributions, all withdrawal liability payments, together with all income, increments, earnings and profits therefrom, and all other funds received by the Trustees for the uses, purposes and trusts set forth in the Trust Agreement and this Pension Plan and less any disbursements made in accordance with the provisions of the Trust Agreement and herein.

**Section 2.29. Trust Agreement.** The term "Trust Agreement" as used herein shall mean the Agreement and Declaration of Trust of the Western Pennsylvania Teamsters and Employers Pension Fund, including all amendments and modifications as may from time to time be made.

**Section 2.30. Trustee.** The term "Trustee" as used herein shall mean the Trustees designated by the Trust Agreement, together with their successors designated and appointed in accordance with the terms of the Trust Agreement.



**Section 2.31. Union.** The term "Union" as used herein shall mean any Local Union affiliated with Joint Council No. 40 of the International Brotherhood of Teamsters, or any other Union approved by the Trustees pursuant to the provisions of the Trust Agreement.

**Section 2.32. Union Trustee.** The term "Union Trustee" as used herein shall mean any Trustee designated to represent the Union in accordance with the provisions of the Trust Agreement.

## **ARTICLE III – PARTICIPATION AND VESTING**

### **Section 3.1. Definitions.**

#### **(a) Year of Participation.**

(1) **Year of Participation.** The term "Year of Participation" as used herein shall mean a Plan Year in which a Participant has at least five (5) Months of Service, twenty-two (22) Weeks of Service, one-hundred (100) Days of Service or one thousand (1,000) or more Hours of Service. With respect to a Participant's accrued Years of Participation as of January 1, 1976, each full Year of Credited Service credited to the Participant as of January 1, 1976 pursuant to the provisions of Section 4.1(f) herein shall be deemed to be a Year of Participation.

With respect to a Participant's accrued Years of Participation after January 1, 1976, each full Year of Past Credited Service granted after January 1, 1976 pursuant to the provisions of Section 4.1(b)(1) herein shall be deemed to be a Year of Participation; but in no respect shall a Participant accrue more than five (5) such Years of Participation under this relationship.

#### **(2) Controlled Organizations.**

(i) If the Participant's Contributing Employer is a member of a group of organizations under common control and the Participant is an employee of an organization which is a member of such a group, but which organization is not a Contributing Employer, and the Participant subsequently transfers to an organization which is a Contributing Employer, such Participant's prior non-contributory service with such organization shall be counted in the calculation of Years of Participation, but such service shall not be counted in the calculation of Years of Credited Service as provided in Section 4.1(b) herein.

(ii) If the Participant's Contributing Employer is a member of a group of organizations under common control, and such Participant transfers to an organization which is a member of such a group but which organization is not a Contributing Employer, such Participant shall continue to be Credited Service to be utilized in calculating Years of Participation as provided in Section 3.1(a)(1) herein, but such service shall not be counted in the calculation of Years of Credited Service as provided in Section 4.1(b) herein.

#### **(3) Contiguous Noncovered Service.**

(i) The term "Noncovered Service" as used herein shall mean service earned by a Participant with a Contributing Employer which is service other than that defined in Sections 3.1(a)(1) and 3.1(b) herein. Noncovered Service shall be deemed "contiguous" if the Noncovered Service precedes or follows service as defined in Sections 3.1(a)(1) and 3.1(b) herein, and no quit, discharge or retirement accrued between such service as defined in Sections 3.1(a)(1) and 3.1(b) herein and the Noncovered Service.

(ii) A Participant's contiguous Noncovered Service shall be counted for the purpose of calculating Years of Participation as provided in Section 3.1(a)(1) herein, but such service shall not be counted in the calculation of Years of Credited Service as provided in Section 4.1(b) herein.

(b) **One Year Interruption of Service.** The term "One Year Interruption of Service" as used herein shall mean a calendar year in which no contributions to the Pension Fund are required to be made by an Employer on behalf of a Participant. However, the following absences from work shall not constitute an Interruption of Service and shall be counted toward a Year of Participation, provided that the Participant is in Covered Employment at the completion of such absence:

(1) Periods of non-occupational disability not exceeding one (1) year, if under the care of a licensed physician.

(2) Periods of occupational disability incurred in the course of employment with an Employer, not to exceed one (1) year.

(3) Temporary lay-off of less than ninety (90) days or the first ninety (90) days of longer lay-off, provided that the Participant returns to the employment of the Employer who laid him off.

(4) Authorized leave of absence for full-time service with the Union for the duration of such service with the Union.

(5) Military service during time of war or national emergency or under a national conscription law, if the Participant has re-employment rights and applies for and is re-employed following discharge as provided by the Uniform Services Employment and Reemployment Rights Act of 1994.

(6) Absences from covered employment by reason of the pregnancy of a Participant, or by reason of the birth of a child of a Participant, or by reason of the placement of a child in connection with the adoption of a child by a Participant, or for the purpose of caring for the child during the period immediately following the birth or placement for adoption. During the period of such absence, the Participant shall be treated as having completed:

(i) the number of Hours of Service that normally would have been credited but for the absence, or

(ii) if the normal work hours are unknown, eight (8) Hours of Service shall be credited for each normal workday during such absence. The total number of Hours of Service to be treated as completed for any such period shall not exceed five hundred and one (501) hours. Such Hours of Service shall be credited only:

(iii) in the year in which such absence begins, if the crediting is necessary to prevent a Break In Service in that year, or

(iv) in the following year.

A Participant shall be required to provide the Administrative Manager with a certification, in the form determined by the Board of Trustees, in their sole discretion, that the Participant was absent from Covered Employment for one of the permitted reasons stated in this Section 3.1(b)(6). Hours of Service credited to a Participant under this Section 3.1(b)(6) shall not be taken into account for the purpose of determining a Participant's Credited Service.

(c) **Break In Service Date.** The term "Break In Service Date" as used herein shall mean the date on which a Participant completed a Break In Service.

(d) **Break In Service.** The term "Break In Service" as used herein shall mean the greater of (1) five (5) consecutive One Year Interruptions of Service, or (2) five (5) consecutive One Year Interruptions of Service and additional consecutive One Year Interruptions of Service which in the aggregate equal or exceed the number of Years of Participation since a Participant's last Break In Service. If a Participant incurs a Break In Service before he becomes eligible for a vested benefit, all Years of Participation and Credited Service prior to such Break In Service Date shall be forfeited.

(e) **Termination Date.** The term "Termination Date" as used herein shall mean the date on which a Participant terminates his service in Covered Employment for any reason other than by death or retirement. For purposes of determining the Termination Date, a Participant's Termination Date shall be deemed to be the last day of the period for which an Employer was required to make contributions on the Participant's behalf immediately preceding a One Year Interruption of Service.

For purposes of this Paragraph a leave of absence for qualified military service (as defined in Code § 414(u)) shall not constitute a termination of Covered Employment, provided that the Participant complies with all of the requirements of federal law in order to be entitled reemployment and benefit rights, and provided further, that the Participant returns to Covered Employment within the period required by such law.

### **Section 3.2. Eligibility.**

(a) Participants will achieve Vested Status as follows:

(1) All Participants - Five (5) Years of Participation.

(2) Participants subject to a Collective Bargaining Agreement who were Employees and Participants between January 1, 1999 and February 1, 2011 - Three (3) Years of Participation.

(3) Any Participant who reaches his Normal Retirement Age.

(b) **Amendment of Vesting Schedule.** If the Plan's vesting schedule is amended or the Plan is amended in any way that directly or indirectly affects the computation of a

Participant's non-forfeitable percentage, or if the Plan is deemed amended by an automatic change to or from a Top-Heavy vesting schedule, each Participant with at least three (3) years of service with the Employer may elect within a reasonable period after the adoption of the amendment or change, to have his non-forfeitable percentage computed under the Plan without regard to such amendment or change. The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

- (1) 60 days after the amendment is adopted;
- (2) 60 days after the amendment becomes effective; or
- (3) 60 days after the Participant is issued written notice of the amendment by the Plan.

**Section 3.3. Amount of Pension.**

(a) Notwithstanding any provisions stated in Section 3.2 herein to the contrary, the monthly amount of benefit commencing at the Participant's Normal Retirement Age shall be equal to the Accrued Benefit described in Section 2.1 determined as of the Participant's Termination Date.

(b) The monthly amount of benefit payable at the Participant's Early Retirement Age shall be equal the Accrued Benefit reduced in accordance with the provisions of Section 4.4(b) herein.

**Section 3.4. Payment of Pension.** Subject to the other provisions of this Pension Plan, the payment of vested benefits shall commence on the first day that a Participant reaches his Normal Retirement Age or Early Retirement Age pursuant to this Pension Plan.

## **ARTICLE IV – RETIREMENT ELIGIBILITY AND BENEFITS**

### **Section 4.1. Definitions.**

#### **(a) Normal Retirement Age.**

(1) For any Participant who earned an Accrued Benefit as of July 31, 2008, the term "Normal Retirement Age" applicable to such Accrued Benefit shall mean the later date of:

- (i) Age sixty (60), and,
- (ii) The attainment of Vested Status, but not later than the fifth anniversary of the date of Participation.

(2) For any Participant who earned an Accrued Benefit between August 1, 2008 and January 31, 2011, the term "Normal Retirement Age" applicable to such Accrued Benefit shall mean the later of:

- (i) Age sixty-two (62); and
- (ii) The attainment of Vested Status, but not later than the fifth anniversary of the date of Participation.

(3) For any Participant who earned an Accrued Benefit on and after February 1, 2011, the term "Normal Retirement Age" applicable to such Accrued Benefit shall mean the later of:

- (i) Age sixty-two (65); and
- (ii) The attainment of Vested Status, but not later than the fifth anniversary of the date of Participation.

**(b) Credited Service.** The term "Credited Service" as used herein shall mean the sum of Past Credited Service as defined in Section 4.1(b)(1) herein and Future Credited Service as defined in Section 4.1(b)(2) herein, subject to the maximum of Years of Service provided in Section 4.1(b)(3) herein.

(1) Past Credited Service shall be granted to each Participant for service from his most recent Employment Date under his present Employer or predecessor Employer or Employers in the Industry (including absences because of full-time employment by the Union) to the date the Employer joined the Pension Fund, except that any periods of employment prior to:

- (i) any leave of absence because of non-occupational disability in excess of one (1) year, or
- (ii) any absence because of termination of employment, shall not count in

the determination of such Past Credited Service.

Any Participant whose Employer entered the Pension Fund on or after September 1, 1958 shall be given credit for all years of past service, subject to the pension reduction stated in Section 4.4(c) herein. Any Participant whose Employer entered the Pension Fund on or after September 1, 1974 shall not be given credit for more than five (5) years of Past Credited Service and the pension reduction stated in Section 4.4(c) herein shall not be applicable, however, such Participant shall not be given credit for five (5) or less Years of Past Credited Service until such Participant earns at least five (5) Years of Future Credited Service as provided in Section 4.1(b)(2) herein.

In no event shall Past Credited Service be granted to any Participant for periods of employment with any Employers whose participation in this Pension Fund is terminated voluntarily, as determined by the Trustees in their sole discretion, prior to the date such Participant retires.

(2) Future Credited Service shall be granted to each Participant for service for which contributions are required to be made on behalf of such Participant after entry into this Pension Fund and shall mean the number of Years, Months, Weeks, Days and Hours of Service of such Participant and shall also include any Other Service that such Participant may have.

(3) Except as provided otherwise in Appendix A to this Pension Plan, prior to January 1, 1985, no Participant shall be credited with more than twenty-five (25) Years of Service. The maximum of Years of Service provided in this Section 4.1(b)(3) shall not apply to Years, Months, Weeks and Days of Service and any Other Service earned after January 1, 1985 by any Participant, except for Participants for whom contributions are made on their behalf at a deficit contribution class as defined in Appendix A herein. The maximum of Years of Service provided in this Section 4.1(b)(3) shall be eliminated after January 1, 1985 for Participants for whom contributions are made on their behalf at a deficit contribution class only upon the effective date of the Collective Bargaining Agreement eliminating the deficit by their Employer as provided in Appendix A herein.

(c) **Day of Service.** The term "Day of Service" as used herein shall mean each day for which a daily contribution is required to be made to the Pension Fund pursuant to the terms of a Collective Bargaining Agreement or a Participation Agreement and for which the Employee is required to be credited with at least one (1) hour of service under Department of Labor Regulation §2530.200b-2. Whenever a calculation of an "Hour of Service" is required by the Pension Fund, a Day of Service shall count as ten (10) Hours of Service.

(d) **Week of Service.** The term "Week of Service" as used herein shall mean each week for which a weekly contribution is required to be made to the Pension Fund pursuant to the terms of a Collective Bargaining Agreement or a Participation Agreement and for which the Employee is required to be credited with at least one (1) hour of service under Department of Labor Regulation §2530.200b-2. Whenever a calculation of an "Hour of Service" is required by the Pension Fund, a Week of Service shall count as forty-five (45)

Hours of Service.

(e) **Month of Service.** The term "Month of Service" as used herein shall mean each month for which a monthly contribution is required to be made to the Pension Fund pursuant to the terms of a Collective Bargaining Agreement or a Participation Agreement and for which the Employee is required to be credited with at least one (1) hour of service under Department of Labor Regulation §2530.200b-2. Whenever a calculation of an "Hour of Service" is required by the Pension Fund, a Month of Service shall count as one hundred ninety (190) Hours of Service.

(f) **Year of Service.** The term "Year of Service" as used herein shall mean twelve (12) Months of Service, forty-eight (48) Weeks of Service or two hundred forty (240) Days of Service. To calculate "Hours of Service" the equivalencies set forth in Sections 4.1(c), (d) and (e) herein shall be used.

(g) **Other Service.** The term "Other Service" as used herein shall mean Credited Service for the following absences, provided the Participant is in Covered Employment at the completion of such absences:

- (1) Periods of non-occupational disability not exceeding one (1) year in any one (1) period, if under the care of a licensed physician.
- (2) Periods of occupational disability incurred in the course of employment with an Employer, not to exceed one (1) year.
- (3) Military service during time of war or national emergency or under a national conscription law, if the Participant has re-employment rights and applies for and is re-employed following discharge as provided by the Uniform Services Employment and Reemployment Rights Act of 1994.

**Section 4.2. Conditions for Normal Retirement Pension Benefit.** Any Participant who attains his Normal Retirement Age, as defined in Section 4.1(a), (b) or (c) herein, may retire and shall be entitled to receive a pension under this Pension Plan.

**Section 4.3. Early Retirement Age.** A Participant may retire Early upon the later of age fifty-five (55) or the completion of fifteen (15) Years of Credited Service, of which at least five (5) years are of Future Credited Service.

**Section 4.4. Amount of Pension.**

(a) **Normal Retirement Pension Benefit.** The monthly amount of Normal Retirement Benefit granted a retiring Participant eligible for such benefit under the provisions of Section 4.2 herein, shall be equal to the Accrued Benefit as described in Section 2.1.

(b) **Early Retirement Pension Benefit.** The monthly amount of Early Pension granted a retiring Participant eligible for such benefit under the provisions of Section 4.3 herein, shall be equal to the Accrued Benefit described in Section 2.1; and provided further that such product shall be reduced, as follows:



(1) For Participants who were eligible for Early Retirement on February 1, 2011 and who are subject to the Preferred Schedule of the Rehabilitation Plan; benefits earned up through July 31, 2008 shall be reduced five-tenths (5/10) of one (1%) percent for each month that the Early Retirement Age precedes his Normal Retirement Age defined in Section 4.1(a)(1). This reduction is eliminated for Participants who became eligible for the 25-And-Out Benefit as of January 31, 2011, and for Participants who become eligible for the 25-And-Out Benefit on or after February 1, 2011 and who have also reached age fifty-five (55) in accordance with Section 4.12(a).

(2) For Participants who were not eligible for Early Retirement on February 1, 2011, benefits earned up through July 31, 2008 shall be reduced by  $1/180^{\text{th}}$  for each month for the first sixty (60) months prior to the Normal Retirement Age defined in Section 4.1(a)(1), and  $1/360^{\text{th}}$  for each earlier year, but not less than the actuarial equivalency based on the assumptions described in Section 2.3(a)(4). This reduction is eliminated for Participants who later become eligible for the 25-And-Out Benefit on or after February 1, 2011 and who have also reached age fifty-five (55) in accordance with Section 4.12(a).

(3) Benefits earned on or after August 1, 2008 shall be reduced by  $1/180^{\text{th}}$  for each month for the first sixty (60) months prior to the Normal Retirement Age defined in Section 4.1(a)(2) or 4.1(a)(3) as appropriate, and  $1/360^{\text{th}}$  for each earlier year, but not less than the actuarial equivalency based on the assumptions described in Section 2.3(a)(4).

#### **Section 4.5. Payment of Pension.**

(a) **Normal Retirement Pension.** If a Participant is eligible to receive any portion of his Accrued Benefit as a Normal Retirement Benefit and retires from Covered Employment, such pension beginning date shall be the later of the date the Participant fulfills the conditions for the Normal Retirement Pension Benefit stated in Section 4.2 herein and files a completed Normal Retirement Pension application with the Administrative Manager.

(b) **Early Retirement Pension.** If a Participant is eligible to receive Early Retirement benefits and retires from Covered Employment, such pension beginning date shall be the later of the dates the Participant fulfills the conditions for the Early Retirement Benefit stated in Section 4.3 herein and files a completed Early Retirement Pension application with the Administrative Manager.

In no case shall actual Normal Retirement Pension or Early Retirement Pension payments begin earlier than sixty (60) days from the date a completed application is filed with the Administrative Manager, but the first Normal Retirement Pension or Early Retirement Pension payment shall include all payments due from the pension beginning date.

(c) **Postponed Retirement.**

(1) **Postponed Retirement Date.** A Participant who postpones his retirement

beyond his Normal Retirement Age as defined in Section 4.1(a), (b) or (c) herein, may retire at any later date. The payment of Normal Retirement Benefits of such a Participant shall be postponed until the Participant actually retires and shall be calculated as provided in Section 4.5(c)(2).

(2) **Amount.** The Postponed Retirement Benefit shall be the Actuarial Equivalent of the Participant's Accrued Benefit based on the actuarial assumptions in Section 2.3(a)(4) up to age 70-1/2.

(3) **Suspendible Employment.** This Section 4.5(c) shall not apply to a Participant who is employed in Suspendible Employment at Normal Retirement Age or thereafter. The Normal Retirement Benefit for such a Participant shall be computed as provided at Section 4.4(a) and Section 4.6(j) herein, and shall be paid to the Participant for each month the Participant is not in Suspendible Employment as provided at Section 4.6(a) herein.

#### **Section 4.6. Suspension of Pension.**

(a) Any Participant who is receiving benefits from the Fund and who engages in Suspendible Employment as defined in Section 4.6(c)(2) herein, will have their benefits suspended during each month of Suspendible Employment.

(b) This Section 4.6 shall not apply to Participants who have attained age seventy and one-half (70-1/2) and are receiving pension benefits.

(c) **Definitions.**

(1) **Suspension Period.** The term "Suspension Period" as used herein shall mean the calendar month or period of consecutive calendar months for which a Participant is not entitled to the payment of pension benefits under Sections 4.6(a) and (b) herein because of the Participant's Suspendible Employment.

(2) **Suspendible Employment.** Effective October 1, 2000, the term "Suspendible Employment" as used herein shall mean for Participants receiving Normal Retirement, or Early Retirement, or the 30-And-Out, or the 25-And-Out Benefits pursuant to the provisions herein, employment for fifty (50) or more Hours of Service during a calendar month as defined in 29 C.F.R. §§2530-200b-2(a)(1) or (2), and which employment, including employment as an employee, self-employed individual, supervising or management employee, is:

(i) in the Industry as defined in Section 4.6(c)(3) herein, and

(ii) in a trade or craft as defined in Section 4.6(c)(6) herein in which the Participant was employed at any time in Covered Employment, and

(iii) in the geographic area covered by this Pension Plan as defined in Section 4.6(c)(4) herein, or in the geographic area from which pension benefits are

being received by the Participant pursuant to the terms of a Reciprocal Agreement as defined in Section 4.6(c)(5) herein, determined as of the time that the Participant's pension benefit payments commenced or would have commenced if the Participant had not remained in or returned to Covered Employment.

(3) For the purposes of Section 4.6(c)(2) herein, the term "Industry" includes any business activities of the types in which any Participants in the Pension Fund were employed in Covered Employment by Contributing Employers, at the time that a Participant's pension benefit payments commenced or would have commenced if the Participant had not remained in or returned to Covered Employment.

(4) For the purpose of Section 4.6(c)(2) herein, "the geographic area covered by this Pension Plan", consists of every state in which Participants in this Pension Plan were engaged in Covered Employment for which contributions to this Pension Plan were required to be made by a Contributing Employer and the remainder of any Standard Metropolitan Statistical Area which falls in part within such state, determined as of the time that a Participant's pension benefit payments commenced or would have commenced if the Participant had not remained in or returned to Covered Employment.

(5) For the purpose of Section 4.6(c)(2) herein, "the geographic area from which pension benefits are being received pursuant to the terms of a Reciprocal Agreement", consists of every state in which Participants in a Pension Plan (other than this Pension Plan) were engaged in Covered Employment for which contributions to that Pension Plan were required to be made and the remainder of any Standard Metropolitan Statistical Area which falls in part within such state and which Pension Plan is required to pay partial pension benefits to a Participant, determined as of the time that the Participant's partial pension benefits pursuant to the terms of a Reciprocal Agreement commenced or would have commenced if the Participant had not remained in or returned to Covered Employment.

(6) For the purpose of Section 4.6(c)(2) herein, "in a trade or craft in which the Participant was employed at any time in Covered Employment" means employment which requires the retired Participant to either:

- (i) perform the same services he performed at any time the Participant was in Covered Employment, or
- (ii) use of the same skills he learned at any time he was in Covered Employment, or
- (iii) supervise other employees who perform the same services the Participant performed at any time he was in Covered Employment.

(7) For the purposes of determining the number of a Participant's hours of Suspendible Employment, each hour of Suspendible Employment for which the Participant is paid, or entitled to payment, for the performance of duties for an employer, and each hour of Suspendible Employment for which the Participant is paid,

or entitled to payment, directly or indirectly, by an employer other than for the performance of duties, shall be taken into account.

(d) No pension benefit payments shall be withheld under Section 4.6(a) herein unless during the first calendar month in which payments are withheld, the Participant is notified by at least first-class mail that his pension benefits are suspended. The notice shall include:

- (1) The specific reasons for suspension;
- (2) A general description and a copy of the provisions of this Section 4.6;
- (3) An explanation of the benefit suspension procedures described in Section 4.6(h) herein;
- (4) A description of the procedure for filing the resumption of pension benefits notice required under Section 4.6(g) herein, together with copies of the prescribed form of notice;
- (5) A statement to the effect that applicable Department of Labor regulations may be found in §2530.203-3 of Title 29 of the Code of Federal Regulations;
- (6) Identification of the months included in the Suspension Period for which the Participant already received pension benefit payments and the amount of those payments; and
- (7) An explanation of the portion of the Participant's pension benefit payments, if any, that shall be withheld after the Suspension Period to offset any pension benefit payments the Participant received for months within the Suspension Period.

(e) The amount of pension benefits paid to a Participant during a Suspension Period may be deducted from the pension benefits to which the Participant becomes entitled after the Suspension Period. However, except in the case of the initial payment described in Section 4.6(f) herein, the deduction cannot exceed for any one month twenty-five (25%) percent of the pension benefit payment which the Participant otherwise would be entitled to receive for that month but for the offset. The initial payment described in Section 4.6(f) herein is subject to offset without limitation. Notwithstanding any other provisions of this Pension Plan, in the event that the amount of pension benefits paid to the Participant during a Suspension Period cannot be recovered within a reasonable period of time by the offset provided herein, the Trustees, in their sole discretion, may require the Participant to make such additional payments until the repayment of pension benefits is completed, or may initiate appropriate legal proceedings against the Participant to recover the pension benefits, or may make such other arrangement with the Participant to provide for the repayment of the pension benefits within a reasonable period of time. The Trustees, in their sole discretion, may require that the repayment of the pension benefits paid to the Participant during a Suspension Period include interest calculated from the date the pension benefits were paid to the Participant, at the rate of interest determined by the Trustees.

(f) Pension benefit payments to a Participant will resume no later than the first day of

the third calendar month after the later of (1) the last calendar month in the Suspension Period, or (2) the calendar month in which the Administrative Manager receives written notice from the Participant on the prescribed form that he is no longer employed in Suspendible Employment during a calendar month. The initial pension benefit payment upon resumption shall include the pension benefit payment scheduled to occur in the calendar month when pension benefit payments resume and any amounts withheld during the period between the cessation of Suspendible Employment and the resumption of the pension benefit payments, less any amounts which are subject to offset.

(g) Each Participant subject to the provisions of Section 4.6(a) herein may be required by the Trustees to notify the Administrative Manager promptly on the prescribed form whenever he engages in any employment during any month, whether or not the employment is Suspendible Employment. The notice shall provide sufficient information to permit the Trustees to verify whether such employment requires suspension of pension benefit payments. The Trustees, in their sole discretion, may also request access to reasonable information for the purpose of verifying the nature or extent of such employment. The Trustees, in their sole discretion, may also require any Participant as a condition to receiving future pension benefit payments (1) to certify to the Trustees, at reasonable intervals, that he has not engaged in Suspendible Employment in excess of the limits prescribed in Section 4.6(e) herein, or (2) to provide, upon request, factual information sufficient to establish that any employment he is engaged in is not Suspendible Employment or does not exceed the limits prescribed in Section 4.6(e) herein.

(h) A Participant may submit to the Trustees a written request for a determination of whether specific contemplated employment will cause suspension of his pension benefit payments. The Trustees, in their sole discretion, may limit the number of requests a Participant can make during a Plan Year where they determine that the Participant is abusing this determination procedure. The request for determination shall contain factual information sufficient to establish whether the specific contemplated employment shall cause a suspension of pension benefit payments. The Trustees shall make the requested determination within thirty (30) days after the receipt of the request, except that if the Trustees determine that additional information is necessary, this thirty (30) day period shall be extended until thirty (30) days after the requested information is provided by the Participant. If the Trustees determine that a Participant's contemplated employment shall cause a suspension of pension benefit payments, the notice of their decision shall comply with the requirements of the claims denial procedures as provided in Section 8.12 herein, and the Participant may appeal from such a determination by following the review procedures provided in Section 8.13 herein.

(i) If a Participant dies before the Trustees have fully recovered (by way of offset or otherwise) all pension benefit payments made to the Participant during any Suspension Period, the Trustees, in their sole discretion, may deduct from any pension benefits payable on account of or after the Participant's death any such pension benefit payments not fully recovered, except, in the case of pension benefits due under the Qualified Joint and Survivor Benefit, or the Qualified Survivor Benefit, or the Ten Year Certain Benefit, subject to the twenty-five (25%) percent per month limitation provided in Section 4.6(e) herein. However, as provided in Section 4.6(e) herein, in the event that the amount of pension benefits paid to the Participant during a Suspension Period cannot be recovered within a

reasonable period of time by the offset provided therein, the Trustees, in their sole discretion, may require that the Participant's estate, surviving Spouse, or other Beneficiary, make additional payments or other arrangements until the repayment of pension benefits is completed.

(j) Upon the termination of employment at the expiration of a Suspension Period, the Participant shall be entitled to the reinstatement of the level of monthly pension benefits received prior to such Suspendible Employment as provided herein, subject to the offset as provided in Section 4.6(e) herein; however, pension benefits for the period of Credited Service earned between the beginning of such Suspendible Employment and the subsequent termination of such Suspendible Employment shall be computed on the basis of the appropriate Unit Multipliers and other conditions of this Pension Plan in effect at the time of the subsequent retirement.

#### **Section 4.7. Qualified Joint And Survivor Benefit.**

(a) **Eligibility.**

(1) Unless the Participant and Spouse elect otherwise during the Election Period, as defined in Sections 9.4 and 9.5 herein, a Normal Retirement Pension Benefit, or Early Retirement Pension Benefit, or 25-And-Out Benefit, or 30-And-Out Benefit shall be paid in the form of a Qualified Joint and Survivor Benefit to the Participant and the Spouse. The Qualified Joint and Survivor Annuity for an unmarried Participant is a Single Life Pension Benefit.

(2) A Spouse designated by a Participant eligible for a pension benefit under this Pension Plan, but whose pension has not commenced shall be eligible for Qualified Joint and Survivor Benefits upon the Participant's death during his Election Period, if:

(i) Such designated Spouse and the Participant are married to each other on the date the Participant dies; and

(ii) The Participant and Spouse did not reject the Qualified Joint and Survivor Benefit on the latest application which the Participant filed with the Administrative Manager during his Election Period.

(b) **Amount.** The Qualified Joint and Survivor Benefit provides a benefit payable in the form of an annuity subject to the following conditions:

(1) The benefits shall be payable commencing at the same time as otherwise described in Section 4.5 herein.

(2) A Participant who is entitled to receive the Qualified Joint and Survivor Benefit, may, during the Election Period, elect among:

(i) **Option A.** A benefit payable to the Participant during his lifetime, and fifty (50%) percent of such benefit shall be payable after his death to his Spouse,

if living, during her lifetime; or

(ii) **Option B.** A benefit payable to the Participant during his lifetime, and seventy five (75%) percent of such benefit shall be payable after his death to his Spouse, if living, during her lifetime. This Option B is available only to a Participant who is eligible for and receives the Qualified Joint and Survivor Benefit on or after January 1, 2002; or

(iii) **Option C.** A benefit payable to the Participant during his lifetime, and one hundred (100%) percent of such benefit shall be payable after his death to his Spouse, if living, during her lifetime.

(3) In the event that a Participant is eligible for and receives the Qualified Joint and Survivor Benefit on or after August 1, 1991, but fails to file an election during the Election Period, he shall be deemed to have elected Option C as defined in Section 4.7(b)(2)(iii) herein.

(4) The reduction factors, if any, applicable to the amount of benefits payable under the Qualified Joint and Survivor Benefit shall be the Actuarial Equivalent of the pension benefit as provided in Section 2.3.

#### **Section 4.8. Qualified Survivor Benefit.**

(a) **Eligibility.** The Spouse of a Participant shall be eligible for the Qualified Survivor Benefit if such Spouse and the Participant were married to each other on the date the Participant dies, and such Spouse files a completed application with the Administrative Manager, and the Participant at the date of death has met one of the following eligibility provisions:

(1) For a Participant who has reached Normal Retirement Age, Early Retirement Age or who has satisfied the eligibility criteria for a 25-And-Out Benefit in accordance with Section 4.12, the Spouse of such a Participant shall be entitled to the Qualified Survivor Benefit as of the date of the Participant's death if the Spouse meets all of the other eligibility requirements contained in Section 4.8(a) herein.

(2) For a Participant who has achieved Vested Status, the Spouse of such a Participant shall be entitled to the Qualified Survivor Benefit as of the Participant's Earliest Retirement Age if the Spouse meets all of the other eligibility requirements contained in Section 4.8(a) herein.

(b) **Amount.**

(1) The amount of the Qualified Survivor Benefit paid to the Spouse of a Participant who dies after attaining his Earliest Retirement Age shall be the same as the amount of the Participant's survivorship benefit under Option A of the Qualified Joint and Survivor Benefit as provided at Section 4.7(b)(2)(i) herein if the Participant died prior to August 1, 1991, or under Option C of the Qualified Joint and Survivor Benefit as provided at Section 4.7(b)(2)(iii) herein if the Participant died

on or after August 1, 1991, assuming that the Participant had elected the Qualified Joint and Survivor Benefit and retired on the day just before the day on which the Participant died. Such Qualified Survivor Benefit shall be payable to the Spouse as long as he or she lives. The actual age of the Spouse at the time eligible for the benefit shall be utilized to determine the joint and survivor factor.

(2) The amount of the Qualified Survivor Benefit paid to the Spouse of a Participant who dies prior to attaining his Earliest Retirement Age, and who is otherwise eligible for the receipt of such benefit under Section 4.8(b)(2) herein, shall be as follows:

- (i) reduced for early commencement pursuant to Section 4.4(b) herein;
- (ii) The Earliest Retirement Age for the Participant shall be assumed to determine the joint and survivor factor; and
- (iii) The actual age of the Spouse at the time eligible for the benefit shall be utilized to determine the joint and survivor factor.

**Section 4.9. Ten Year Certain Benefit.**

**(a) Eligibility.**

(1) A Participant who is eligible to receive a pension may elect to receive the payment of the benefits under the Ten Year Certain Benefit.

(2) To elect the Ten Year Certain Benefit, the Participant must designate a Beneficiary during the Election Period as defined in Section 8.5 herein, as follows:

- (i) The Participant's Spouse - The Spouse must execute a written waiver of the receipt of the Qualified Joint and Survivor Benefit as provided in Section 8.3 herein, and agree in writing, in the form required by the Trustees as provided in Section 8.3 herein, to elect the Ten Year Certain Benefit; or,
- (ii) Any other person - If at the date of retirement the Participant is married, said Spouse must execute a written waiver of the Qualified Joint and Survivor Benefit as provided in Section 8.3 herein, and agree in writing, in the form required by the Trustees as provided in Section 8.3 herein, to waive the election to receive any benefits under this Pension Plan; or,
- (iii) The Participant's estate - If at the date of retirement the Participant is married, said Spouse must execute a written waiver of the Qualified Joint and Survivor Benefit as provided in Section 8.3 herein, and agree in writing, in the form required by the Trustees as provided in Section 8.3 herein, to waive the election to receive any benefits under this Pension Plan.

(3) The designation of a Beneficiary may be changed by the Participant following retirement, at any time, by requesting the change of the Beneficiary in writing



and in the form prescribed by the Trustees. However, in the event that the Participant is married, said Spouse must agree in writing, in the form prescribed by the Trustees, to the change of a Beneficiary, and if the Spouse does not agree to the change of a Beneficiary then the requested change of a Beneficiary shall be void.

(b) **Amount.** The amount of benefits payable under the Ten Year Certain Benefit shall be the Actuarial Equivalent of the pension benefit as provided in Section 2.3(a)(4) herein. If the Participant dies before receiving one hundred twenty (120) monthly payments, the payments shall be continued to his living Beneficiary at the same amount until the number of payments to both the Participant and the Beneficiary shall total one hundred twenty (120). If the Participant is alive upon the payment of the one hundred twentieth (120th) payment, the Participant shall continue to receive the same amount of pension benefit for his lifetime, and upon his death all payments shall cease. In the event of the death of the Beneficiary while receiving the Ten Year Certain Benefit, any remaining payments shall be made to the Beneficiary's estate as monthly payments or, to the extent permitted for lump sum payments during the period the Plan is in critical status as defined in Section 8.16(d), in a lump sum based on the actuarial equivalent in Section 2.3(b) herein. In the event that the Beneficiary predeceases the Participant, and the Participant dies prior to receiving one hundred twenty (120) monthly payments, any remaining payments shall be made to the Participant's estate in monthly payments or in a lump sum based on the actuarial equivalent in Section 2.3(b) herein.

**Section 4.10. Single Life Pension Benefit.** A monthly benefit payable during the Participant's lifetime and ceasing at the Participant's death. This is also called a Straight Life Annuity.

**Section 4.11. 30-And-Out Benefit.**

(a) **Eligibility.**

(1) A Participant who meets the eligibility requirements stated in this Section 4.11(a) on or after September 1, 1992 may elect to receive the payment of benefits at any age under the 30-And-Out Benefit. Participants of New Employers are not eligible for benefit accruals under this Section for service with the New Employer as a New Employer.

(2) To elect the 30-And-Out Benefit, a Participant must meet the following eligibility requirements:

(i) The Participant must earn at least thirty (30) Years of Future Credited Service as defined at Section 4.1(b)(2) herein, subject to the maximum Years of Service provisions provided at Section 4.1(b)(3) herein, since the Participant's last Break In Service Date; and

(ii) Past Credited Service, as defined at Section 4.1(b)(1) herein, shall not be applicable in determining a Participant's eligibility for the 30-And-Out Benefit.

**(b) Amount.**

(1) The amount of benefits payable under the 30-And-Out Benefit shall be the Accrued Benefit payable to the Participant as provided at Section 2.1 herein, except, if greater, as provided otherwise at Sections 4.11(c), (d), (e) and (f) herein.

(2) A Participant covered by a contribution rate that provided any 30-And-Out Benefit described in Sections 4.11(c), (d), (e) or (f) prior to August 1, 2008, but whose contribution rate did not reach \$225.00 or greater by December 31, 2008, shall only be entitled to receive the pro-rata portion of the benefit for service earned prior to August 1, 2008, as defined in Section 2.1(d) if all applicable eligibility requirements are met.

(3) For any portion of the benefits under Section 4.11(b), (c), (d), (e) or (f) earned prior to August 1, 2008, no early retirement reductions apply if such Participant was eligible for the 30-And-Out Pension on February 1, 2011 or if the Participant became eligible for the 30-And-Out Pension after February 1, 2011, was age fifty-five (55) or older and is covered under the Preferred Schedule of the Rehabilitation Plan. For all other portions of the benefits under Section 4.11(b), (c), (d), (e) or (f), early retirement reductions in accordance with Section 4.4(b) are applicable.

(4) Effective with the date that a Participant becomes covered under the Default Schedule of the Rehabilitation Plan, any benefit that he is eligible for under Section 4.11(b), (c), (d), (e) or (f) shall be frozen at that point in an amount equal to the pro-rata share as defined in Section 2.1(d).

(5) Except as otherwise provided in Section 4.11(a) herein, all terms and conditions provided in this Pension Plan in regard to the calculation and payment of the Accrued Benefit to a Participant shall be applicable to the determination of the 30-And-Out Benefit.

**(c) \$2,000 Monthly 30-And-Out Benefit.**

(1) A Participant who meets the eligibility requirements stated in this Section 4.11(c) on or after April 1, 1993, and whose Retirement Date is on or after November 1, 1993, may elect to receive the payment of benefits at any age under the \$2,000 Monthly 30-And-Out Benefit. Participants of New Employers are not eligible for benefit accruals described in this Section for service with the New Employer as a New Employer.

(2) To elect the \$2,000 Monthly 30-And-Out Benefit, a Participant must meet the following eligibility requirements:

(i) The Participant must earn at least thirty (30) Years of Future Credited Service as defined at Section 4.1(b)(2) herein, during which contributions were required on the Participant's behalf for at least twenty-five (25) Years of Future

Credited Service at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, including at least one (1) contribution required on the Participant's behalf at the contribution rate of \$106.00 per week; and

(ii) The Participant must have had contributions made on the Participant's behalf for at least five (5) years at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, out of the eight (8) continuous years (without a one (1) calendar year break in contributions) immediately prior to attaining eligibility for the \$2,000 Monthly 30-And-Out Benefit. For the purpose of this Section 4.11(c)(2)(ii) only, the requirement for five (5) "Years of Contributions" shall mean that contributions were required on behalf of the Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, for at least a total of two hundred (200) weeks in the five (5) years out of the eight (8) years immediately prior to attaining eligibility for the \$2,000 Monthly 30-And-Out Benefit; and

(iii) Past Credited Service, as defined at Section 4.1(b)(1) herein, shall not be applicable in determining a Participant's eligibility for the \$2,000 Monthly 30-And-Out Benefit.

(iv) Casual Credited Service, requiring contributions on a daily basis, shall not be applicable in determining the Future Credited Service, as defined at Section 4.1(b)(2) herein, earned by a Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto.

**(3) Amount.**

(i) The amount of benefit payable under the 30-And-Out Benefit on the date when first eligible shall be the monthly benefit of two thousand (\$2,000.00) dollars.

(ii) A Participant who attains Normal Retirement Age and meets the eligibility requirements for the \$2,000 Monthly 30-And-Out Benefit provided in this Section 4.11(c), shall receive additional Unit Multiplier based benefit accruals as determined in accordance with Appendix A for Years of Future Credited Service earned on and after the later of November 1, 1993 or the attainment of Normal Retirement Age.

(4) The \$2,000 Monthly 30-And-Out Benefit provided in this Section 4.11(c) shall be effective for a Participant of any Employer as of the date the Employer contributed at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, and contributions are required on such Participant's behalf at the contribution rate of \$106.00 per week by December 31, 1997. However, in the event such an Employer does not

attain the contribution rate of \$106.00 per week by December 31, 1997, the Participants of such an Employer shall not be eligible for the \$2,000 Monthly 30-And-Out Benefit. Provided further, however in the event that such an Employer does attain the contribution rate of \$106.00 effective on a date during the period of January 1, 1996 through December 31, 1997, the Participants of such an Employer shall be permitted to "opt out" of eligibility for the \$2,000 Monthly 30-And-Out Benefit. The request to "opt out" of eligibility for the \$2,000 Monthly 30-And-Out Benefit must be submitted to the Fund in writing, and in the form and pursuant to the Rules and Regulations as provided by Section 4.8 of the Trust Agreement, prescribed by the Trustees.

(5) In no event shall a Participant, who otherwise meets the eligibility requirements provided in this Section 4.11(c), be eligible for the \$2,000 Monthly 30-And-Out Benefit if the Employer(s) required to make contributions on the Participant's behalf at the contribution rate of \$106.00 per week or higher, voluntarily terminates its participation in this Pension Fund prior to the Participant's Retirement Date, or the Employer(s) reduces the contribution rate at any time below \$106.00 per week.

(6) An Employer shall be considered to have made contributions at the said highest contribution rate schedule if:

(i) The Employer is required to make the weekly contribution rate of \$106.00, on or after November 1, 1993 and prior to December 31, 1997, and the Employer falls into one of the following two categories:

(A) The Employer previously was required to make contributions at the weekly contribution rate of at least \$98.00 for twelve (12) months, and subsequently attains the weekly contribution rate of \$106.00; or

(B) The Employer previously was required to make contributions at the weekly contribution rate of at least \$92.00 but less than \$98.00, for twelve (12) months, and subsequently attains the weekly contribution rate of \$106.00, and contributions are made at the \$106.00 weekly contribution rate for at least twelve (12) months prior to the Participant's Retirement Date.

(ii) The Employer followed the said highest contribution rate schedule for the weekly contribution rates of less than \$92.00 and subsequently attains an equivalent weekly contribution rate history of the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto.

**(d) \$2,500 Monthly 30-And-Out Benefit.**

(1) A Participant who meets the eligibility requirements stated in this Section 4.11(d) on or after April 1, 1996, may elect to receive the payment of benefits at any age under the \$2,500 Monthly 30-And-Out Benefit. Participants of New Employers are not eligible for benefit accruals under this Section for service with the New Employer as a New Employer.

(2) To elect the \$2,500 Monthly 30-And-Out Benefit, a Participant must meet the following eligibility requirements:

(i) The Participant must earn at least thirty (30) Years of Future Credited Service as defined at Section 4.1(b)(2) herein, during which contributions were required on the Participant's behalf for at least twenty-five (25) Years of Future Credited Service at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, including at least one (1) contribution required on the Participant's behalf at the contribution rate of \$134.00 per week, subject to the maximum Years of Service provisions provided at Section 4.1(b)(3) herein, since the Participant's last Break In Service Date; and

(ii) The Participant must have had contributions made on the Participant's behalf for at least five (5) years at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, out of the eight (8) continuous years (without a one (1) calendar year break in contributions) immediately prior to attaining eligibility for the \$2,500 Monthly 30-And-Out Benefit. For the purpose of this Section 4.11(d)(2)(ii) only, the requirement for five (5) "Years of Contributions" shall mean that contributions were required on behalf of the Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, for at least a total of two hundred (200) weeks in the five (5) years out of the eight (8) years immediately prior to attaining eligibility for the \$2,500 Monthly 30-And-Out Benefit; and

(iii) Past Credited Service, as defined at Section 4.1(b)(1) herein, shall not be applicable in determining a Participant's eligibility for the \$2,500 Monthly 30-And-Out Benefit; and

(iv) Casual Credited Service, requiring contributions on a daily rate, shall not be applicable in determining the Future Credited Service, as defined at Section 4.1(b)(2) herein, earned by a Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto.

(3) **Amount.**

(i) The amount of benefit payable under the \$2,500 Monthly 30-And-Out Benefit shall be two thousand five hundred (\$2,500.00) dollars on the date first eligible, plus an additional Unit Multiplier based benefit accruals as determined in accordance with Appendix A for each year of Future Credited Service earned after the date the Participant is first eligible for the benefit.

(ii) Except as otherwise provided in this Section 4.11(d), all terms and conditions provided in this Pension Plan in regard to the calculation and payment of the Accrued Benefit to a Participant shall be applicable to the determination

of the \$2,500 Monthly 30-And-Out Benefit.

(4) The \$2,500 Monthly 30-And-Out Benefit provided in this Section 4.11(d) shall be effective for a Participant of any Employer as of the date the Employer contributed at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, and contributions are required on such Participant's behalf at the contribution rate of \$134.00 per week, and the Employer previously met the contribution rate requirements for the \$2,000 Monthly 30-And-Out Benefit provided at Section 4.11(c)(4) herein, and the contribution rate requirements for the \$2,000 Monthly 30-And-Out Benefit provided at Section 4.11(c)(4) herein, and the contribution rate requirements for the \$1,500 Monthly 25-And-Out Benefit provided at Section 4.12(c)(4) herein.

(5) In no event shall a Participant who otherwise meets the eligibility requirements provided in this Section 4.11(d), be eligible for the \$2,500 Monthly 30-And-Out Benefit if the Employer(s) required to make contributions on the Participant's behalf at the contribution rate of \$134.00 per week or higher, voluntarily terminates its participation in this Pension Fund prior to the Participant's Retirement Date, or the Employer(s) reduces the contribution rate at any time below \$134.00 per week.

(e) **\$3,000 Monthly 30-And-Out Benefit.**

(1) A Participant who meets the eligibility requirements stated in this Section 4.11(e) on or after April 1, 1997, may elect to receive the payment of benefits at any age under the \$3,000 Monthly 30-And-Out Benefit. Participants of New Employers are not eligible for benefit accruals under this Section for service with the New Employer as a New Employer.

(2) To elect the \$3,000 Monthly 30-And-Out Benefit, a Participant must meet the following eligibility requirements:

(i) The Participant must earn at least thirty (30) Years of Future Credited Service as defined at Section 4.1(b)(2) herein, during which contributions were required on the Participant's behalf for at least twenty-five (25) Years of Future Credited Service at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, including at least one (1) contribution required on the Participant's behalf at a contribution rate of \$144.00 per week or higher, subject to the maximum Years of Service provisions provided at Section 4.1(b)(3) herein, since the Participant's last Break in Service Date; and

(ii) The Participant must have had contributions made on the Participant's behalf for at least five (5) years at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, out of the eight (8) continuous years (without a one (1) calendar year break in contributions) immediately prior to attaining eligibility for the \$3,000 Monthly 30-And-Out Benefit. For the purpose of this Section 4.11(e)(2)(ii) only, the requirement for five (5) "Years of Contributions" shall

mean that contributions were required on behalf of the Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, for at least a total of two hundred (200) weeks in the five (5) years out of the eight (8) years immediately prior to attaining eligibility for the \$3,000 Monthly 30-And-Out Benefit; and

(iii) Past Credited Service, as defined at Section 4.1(b)(1) herein, shall not be applicable in determining a Participant's eligibility for the \$3,000 Monthly 30-And-Out Benefit; and

(iv) Casual Credited Service, requiring contributions on a daily rate, shall not be applicable in determining the Future Credited Service, as defined at Section 4.1(b)(2) herein, earned by a Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto.

**(3) Amount.**

(i) The amount of benefits payable under the \$3,000 Monthly 30-And-Out Benefit shall be three thousand (\$3,000.00) dollars on the date first eligible, plus an additional monthly benefit of one hundred (\$100.00) dollars per month for each year of Future Credited Service earned at the contribution rate of \$14.00 per week or higher after the date the Participant is first eligible for the benefit.

(ii) Except as otherwise provided in this Section 4.11(e), all terms and conditions provided in this Pension Plan in regard to the calculation and payment of the Accrued Benefit to a Participant shall be applicable to the determination of the \$3,000 Monthly 30-And-Out Benefit.

(4) The \$3,000 Monthly 30-And-Out Benefit provided in this Section 4.11(e) shall be effective for a Participant of any Employer as of the date the Employer contributed at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, and contributions are required on such Participant's behalf at the contribution rate of \$144.00 per week or higher, and the Employer previously met the contribution rate requirements for the \$2,000 Monthly 30-And-Out Benefit provided at Section 4.11(c)(4) herein, and the contribution rate requirements for the \$1,500 Monthly 25-And-Out Benefit provided at Section 4.12(c)(4) herein.

(5) In no event shall a Participant who otherwise meets the eligibility requirements provided in this Section 4.11(e), be eligible for the \$3,000 Monthly 30-And-Out Benefit if the Employer(s) required to make contributions on the Participant's behalf at the contribution rate of \$144.00 per week or higher, voluntarily terminates its participation in this Pension Fund prior to the Participant's Retirement Date, or the Employer(s) reduces the contribution rate at any time below \$144.00 per week.

**(f) \$3,500 Monthly 30-And-Out Benefit.**

(1) A Participant who meets the eligibility requirements stated in this Section 4.11(f) on or after April 1, 1997, may elect to receive the payment of benefits at any age under the \$3,500 Monthly 30-And-Out Benefit. Participants of New Employers are not eligible for benefit accruals under this Section for service with the New Employer as a New Employer.

(2) To elect the \$3,500 Monthly 30-And-Out Benefit, a Participant must meet the following eligibility requirements:

(i) The Participant must earn at least thirty (30) Years of Future Credited Service as defined at Section 4.1(b)(2) herein, during which contributions were required on the Participant's behalf for at least twenty-five (25) Years of Future Credited Service at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, including at least one (1) contribution required on the Participant's behalf at the contribution rate of \$166.00 per week, subject to the maximum Years of Service provisions provided at Section 4.1(b)(3) herein, since the Participant's last Break In Service Date; and

(ii) The Participant must have had contributions made on the Participant's behalf for at least five (5) years at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, out of the eight (8) continuous years (without a one (1) calendar year break in contributions) immediately prior to attaining eligibility for the \$3,500 Monthly 30-And-Out Benefit. For the purpose of this Section 4.11(f)(2)(ii) only, the requirement for five (5) "Years of Contributions" shall mean that contributions were required on behalf of the Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, for at least a total of two hundred (200) weeks in the five (5) years out of the eight (8) years immediately prior to attaining eligibility for the \$3,500 Monthly 30-And-Out Benefit; and

(iii) The Participant must attain age fifty-five (55); and

(iv) Past Credited Service, as defined at Section 4.1(b)(1) herein, shall not be applicable in determining a Participant's eligibility for the \$3,500 Monthly 30-And-Out Benefit; and

(v) Casual Credited Service, requiring contributions on a daily rate, shall not be applicable in determining the Future Credited Service, as defined at Section 4.1(b)(2) herein, earned by a Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto.



**(3) Amount.**

(i) The amount of benefits payable under the \$3,500 Monthly 30-And-Out Benefit shall be three thousand five hundred (\$3,500.00) dollars on the date first eligible plus an additional benefit of one hundred (\$100.00) dollars per month for each year of Future Credited Service earned at the contribution rate of \$166.00 per week or higher after the date the Participant first becomes eligible for the benefit.

(ii) Except as otherwise provided in this Section 4.11(f), all terms and conditions provided in this Pension Plan in regard to the calculation and payment of the Accrued Benefit to a Participant shall be applicable to the determination of the \$3,500 Monthly 30-And-Out Benefit.

(4) The \$3,500 Monthly 30-And-Out Benefit provided in this Section 4.11(f) shall be effective for a Participant of any Employer as of the date the Employer contributed at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, and contributions are required on such Participant's behalf at the contribution rate of \$166.00 per week, and the Employer previously met the contribution rate requirements for the \$2,000 Monthly 30-And-Out Benefit provided at Section 4.11(c)(4) herein, and the contribution rate requirements for the \$1,500 Monthly 25-And-Out Benefit provided at Section 4.11(c)(4) herein.

(5) In no event shall a Participant who otherwise meets the eligibility requirements provided in this Section 4.11(f), be eligible for the \$3,500 Monthly 30-And-Out Benefit if the Employer(s) required to make contributions on the Participant's behalf at the contribution rate of \$166.00 per week, voluntarily terminates its participation in this Pension Fund prior to the Participant's Retirement Date, or the Employer(s) reduces the contribution rate at any time below \$166.00 per week.

**Section 4.12. 25-And-Out Benefit.**

**(a) Eligibility.**

(1) A Participant who meets the eligibility requirements stated in this Section 4.12(a) on or after April 1, 1995 may elect to receive the payment of benefits at any age under the 25-And-Out Benefit. Participants of New Employers are not eligible for benefit accruals under this Section for service with the New Employer as a New Employer.

(2) To elect the 25-And-Out Benefit, a Participant must meet the following eligibility requirements:

(i) The Participant must earn at least twenty-five (25) years of Future Credited Service as defined at Section 4.1(b)(2) herein, subject to the maximum Years of Service provisions provided at Section 4.1(b)(3) herein, since the Participant's last Break In Service Date; and

(ii) Past Credited Service, as defined at Section 4.1(b)(1) herein, shall not be applicable in determining a Participant's eligibility for the 25-And-Out Benefit.

**(b) Amount.**

(1) The amount of benefits payable under the 25-And-Out Benefit shall be the Accrued Benefit payable to the Participant as provided at Section 2.1 herein, except, if greater, as provided otherwise at Section 4.12(c), (d), (e) and (f) herein.

(2) A Participant covered by a contribution rate that provided any 25-And-Out Benefit described in Sections 4.12(c), (d), (e) or (f) prior to August 1, 2008, but whose contribution rate did not reach \$225.00 or greater by December 31, 2008, shall only be entitled to receive the pro-rata portion of the benefit for service earned prior to August 1, 2008, as defined in Section 2.1(d) if all applicable eligibility requirements are met.

(3) For any portion of the benefits under Section 4.12(b), (c), (d), (e) or (f) earned prior to August 1, 2008, no early retirement reductions apply if such Participant was eligible for the 25\_And\_Out Pension on February 1, 2011, or if the Participant became eligible for the 25-And\_out Pension after February 1, 2011, was age fifty-five (55) or older and is covered under the Preferred Schedule of the Rehabilitation Plan. For all other portions of the benefits under Section 4.12(b), (c), (d), (e) or (f), early retirement reductions in accordance with Section 4.4(b) are applicable

(4) Effective with the date that a Participant becomes covered under the Default Schedule of the Rehabilitation Plan, any benefit that he is eligible for under Section 4.12(b), (c), (d), (e) or (f) shall be frozen at that point in an amount equal to the pro-rata share as defined in Section 2.1(d).

(5) Except as otherwise provided in Section 4.12(a) herein, all terms and conditions provided in this Pension Plan in regard to the calculation and payment of the Accrued Benefit to a Participant shall be applicable to the determination of the 25-And-Out Benefit.

**(c) \$1,500 Monthly 25-And-Out Benefit.**

(1) A Participant who meets the eligibility requirements stated in this Section 4.12(c) on or after April 1, 1994, and whose Retirement Date is on or after September 1, 1994, may elect to receive the payment of benefits at any age under the \$1,500 Monthly 25-And-Out Benefit. Participants of New Employers are not eligible for benefit accruals under this Section for service with the New Employer as a New Employer.

(2) To elect the \$1,500 Monthly 25-And-Out Benefit, a Participant must meet the following eligibility requirements:

(i) The Participant must earn at least twenty-five (25) Years of Future Credited Service as defined at Section 4.1(b)(2) herein, during which contributions were required on the Participant's behalf for at least twenty (20) Years of Future Credited Service at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, including at least one (1) contribution required on the Participant's behalf at the contribution rate of \$116.00 per week, subject to the maximum Years of Service provisions provided at Section 4.1(b)(3) herein, since the Participant's last Break In Service Date; and

(ii) The Participant must have had contributions made on the Participant's behalf for at least three (3) years at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, out of the six (6) continuous years (without a one (1) calendar year break in contributions) immediately prior to attaining eligibility for the \$1,500 Monthly 25-And-Out Benefit. For the purpose of this Section 4.12(c)(2)(ii) only, the requirement for three (3) "Years of Contributions" shall mean that contributing were required on behalf of the Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, for at least a total of one hundred twenty (120) weeks in the three (3) years out of the five (5) years immediately prior to attaining eligibility for the \$1,500 Monthly 25-And-Out Benefit; and

(iii) Past Credited Service, as defined at Section 4.1(b)(1) herein, shall not be applicable in determining a Participant's eligibility for the \$1,500 Monthly 25-And-Out Benefit; and

(iv) Casual Credited Service, requiring contributions on a daily rate, shall not be applicable in determining the Future Credited Service, as defined at Section 4.1(b)(2) herein, earned by a Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto.

**(3) Amount.**

(i) The amount of benefit payable under the \$1,500 Monthly 25-And-Out Benefit shall be one thousand five hundred (\$1,500.00) dollars on the date first eligible. This benefit amount does not increase for additional years of Future Credited Service beyond the date when first eligible.

(ii) Except as otherwise provided in this Section 4.12(c), all terms and conditions provided in this Pension Plan in regard to the calculation and payment of the Accrued Benefit to a Participant shall be applicable to the determination of the \$1,500 Monthly 25-And-Out Benefit.

**(4)** The \$1,500 Monthly 25-And-Out Benefit provided in this Section 4.12(c)

shall be effective for a Participant of an Employer as of the date the Employer contributed at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, and contributions are required on such Participant's behalf at the contribution rate of \$116.00 per week by December 31, 1998. However, in the event such an Employer does not attain the contribution rate of \$116.00 per week by December 31, 1998, the Participants of such an Employer shall not be eligible for the \$1,500 Monthly 25-And-Out Benefit. Provided further, however, in the event that such an Employer does attain the contribution rate of \$116.00 effective on a date during the period of January 1, 1997 through December 31, 1998, the Participants of such an Employer shall be permitted to "opt out" of eligibility for the \$1,500 Monthly 25-And-Out Benefit. The request to "opt out" of eligibility for the \$1,500 Monthly 25-And-Out Benefit must be submitted to the Fund in writing, and in the form and pursuant to the Rules and Regulations as provided in Section 4.8 of the Trust Agreement, prescribed by the Trustees.

(5) In no event shall a Participant, who otherwise meets the eligibility requirements provided in this Section 4.12(c), be eligible for the \$1,500 Monthly 25-And-Out Benefit if the Employer(s) required to make contributions on the Participant's behalf at the contribution rate of \$116.00 per week or higher, voluntarily terminates its participation in this Pension Fund prior to the Participant's Retirement Date, or the Employer(s) reduces the contribution rate at any time below \$116.00 per week.

(6) An Employer shall be considered to have made contributions at the said highest contribution rate schedule if:

(i) The Employer is required to make the weekly contribution rate of \$116.00, on or after September 1, 1994 and prior to December 31, 1998, and the Employer falls into one of the following two categories:

(A) The Employer previously was required to make contributions at the weekly contribution rate of at least \$106.00 for twelve (12) months, and subsequently attains the weekly contribution rate of \$116.00; or

(B) The Employer previously was required to make contributions at the weekly contribution rate of at least \$98.00 but less than \$106.00, for twelve (12) months, and subsequently attains the weekly contribution rate of \$116.00, and contributions are made at the \$116.00 weekly contribution rate for at least twelve (12) months prior to the Participant's Retirement Date.

(ii) The Employer followed the said highest contribution rate schedule for the weekly contribution rates of less than \$98.00 and subsequently attains the weekly contribution rate of \$116.00 and the Employer's contribution rate history is comparable with the contribution rate history of the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto.

**(d) \$2,000 Monthly 25-And-Out Benefit (I).**

**(1)** A Participant who meets the eligibility requirements stated in this Section 4.12(d) on or after April 1, 1996, may elect to receive the payment of benefits at any age under this \$2,000 Monthly 25-And-Out Benefit (I). Participants of New Employers are not eligible for benefit accruals under this Section for service with the New Employer as a New Employer.

**(2)** To elect the \$2,000 Monthly 25-And-Out Benefit (I), a Participant must meet the following eligibility requirements:

**(i)** The Participant must earn at least twenty-five (25) Years of Future Credited Service as defined at Section 4.1(b)(2) herein, during which contributions were required on the Participant's behalf for at least twenty (20) Years of Future Credited Service at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, including at least one (1) contribution required on the Participant's behalf at the contribution rate of \$134.00 per week, subject to the maximum Years of Service provisions provided at Section 4.1(b)(3) herein, since the Participant's last Break In Service Date; and

**(ii)** The Participant must have had contributions made on the Participant's behalf for at least three (3) years at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, out of the six (6) continuous years (without a one (1) calendar year break in contributions) immediately prior to attaining eligibility for the \$2,000 Monthly 25-And-Out Benefit (I). For the purpose of this Section 4.12(d)(2)(ii) only, the requirement for three (3) "Years of Contributions" shall mean that contributions were required on behalf of the Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, for at least a total of one hundred twenty (120) weeks in the three (3) years out of the six (6) years immediately prior to attaining eligibility for the \$2,000 Monthly 25-And-Out Benefit (I); and

**(iii)** Past Credited Service, as defined at Section 4.1(b)(1) herein, shall not be applicable in determining a Participant's eligibility for the \$2,000 Monthly 25-And-Out Benefit (I); and

**(iv)** Casual Credited Service, requiring contributions on a daily rate, shall not be applicable in determining the Future Credited Service, as defined at Section 4.1(b)(2) herein, earned by a Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto.

**(3) Amount.**

**(i)** The amount of benefits payable under this \$2,000 Monthly 25-And-Out Benefit (I) shall be two thousand (\$2,000.00) dollars on the date first eligible,

plus an additional benefit of one hundred (\$100.00) dollars per month for each year of the next five (5) Years of Future Credited Service earned at the contribution rate of \$134.00 per week after the date the Participant first becomes eligible for this benefit.

(ii) Except as otherwise provided in this Section 4.12(d), all terms and conditions provided in this Pension Plan in regard to the calculation and payment of the Accrued Benefit to a Participant shall be applicable to the determination of the \$2,000 Monthly 25-And-Out Benefit (I).

(4) The \$2,000 Monthly 25-And-Out Benefit provided in this Section 4.12(d) shall be effective for a Participant of any Employer as of the date the Employer contributed at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, and contributions are required on such Participant's behalf at the contribution rate of \$134.00, and the Employer previously met the contribution rate requirements for the \$2,000 Monthly 30-And-Out Benefit provided at Section 4.11(c)(4) herein, and the contribution rate requirements for the \$1,500 Monthly 25-And-Out Benefit provided at Section 4.12(c)(4) herein.

(5) In no event shall a Participant who otherwise meets the eligibility requirements provided in this Section 4.12(d), be eligible for this \$2,000 Monthly 25-And-Out Benefit if the Employer(s) required to make contributions on the Participant's behalf at the contribution rate of \$134.00 per week or higher, voluntarily terminates its participation in this Pension Fund prior to the Participant's Retirement Date, or the Employer(s) reduces the contribution rate at any time below \$134.00 per week.

(e) **\$2,000 Monthly 25-And-Out Benefit (II).**

(1) A Participant who meets the eligibility requirements stated in this Section 4.12(e) on or after April 1, 1997, may elect to receive the payment of benefits at any age under this \$2,000 Monthly 25-And-Out Benefit (II). Participants of New Employers are not eligible for benefit accruals under this Section for service with the New Employer as a New Employer.

(2) To elect this \$2,000 Monthly 25-And-Out Benefit (II), a Participant must meet the following eligibility requirements:

(i) The Participant must earn at least twenty-five (25) Years of Future Credited Service as defined at Section 4.1(b)(2) herein, during which contributions were required on the Participant's behalf for at least twenty (20) Years of Future Credited Service at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, including at least one (1) contribution required on the Participant's behalf at the contribution rate of \$144.00 per week or higher, subject to the maximum Years of Service provisions provided at Section 4.1(b)(3) herein, since the Participant's last Break In Service Date; and

(ii) The Participant must have had contributions made on the Participant's behalf for at least three (3) years at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, out of the six (6) continuous years (without a one (1) calendar year break in contributions) immediately prior to attaining eligibility for this \$2,000 Monthly 25-And-Out Benefit (II). For the purpose of this Section 4.12(e)(2)(ii) only, the requirement for three (3) "Years of Contributions" shall mean that contributions were required on behalf of the Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, for at least a total of one hundred twenty (120) weeks in the three (3) years out of the six (6) years immediately prior to attaining eligibility for this \$2,000 Monthly 25-And-Out Benefit (II); and

(iii) Past Credited Service, as defined at Section 4.1(b)(1) herein, shall not be applicable in determining a Participant's eligibility for the \$2,000 Monthly 25-And-Out Benefit (II); and

(iv) Casual Credited Service, requiring contributions on a daily rate, shall not be applicable in determining the Future Credited Service, as defined at Section 4.1(b)(2) herein, earned by a Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto.

**(3) Amount.**

(i) The amount of benefits payable under this \$2,000 Monthly 25-And-Out Benefit (II) shall be the monthly benefit of two thousand (\$2,000.00) dollars on the date first eligible, plus an additional benefit of two hundred (\$200.00) dollars per month for each of the next five (5) Years of Future Credited Service earned at the contribution rate of \$144.00 per week after the date the Participant first becomes eligible for this benefit.

(ii) Except as otherwise provided in this Section 4.12(e), all terms and conditions provided in this Pension Plan in regard to the calculation and payment of the Accrued Benefit to a Participant shall be applicable to the determination of this \$2,000 Monthly 25-And-Out Benefit (II).

(4) The \$2,000 Monthly 25-And-Out Benefit (II) provided in this Section 4.12(e) shall be effective for a Participant of any Employer as of the date the Employer contributed at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, and contributions are required on such Participant's behalf at the contribution rate of \$144.00 per week or higher, and the Employer previously met the contribution rate requirements for the \$2,000 Monthly 30-And-Out Benefit (II) provided at Section 4.11(c)(4) herein, and the contribution rate requirements for the \$1,500 Monthly 25-And-Out Benefit provided at Section 4.12(c)(4) herein.

(5) In no event shall a Participant who otherwise meets the eligibility requirements provided in this Section 4.12(e), be eligible for this \$2,000 Monthly 25-And-Out Benefit if the Employer(s) required to make contributions on the Participant's behalf at the contribution rate of \$144.00 per week or higher, voluntarily terminates its participation in this Pension Fund prior to the Participant's Retirement Date, or the Employer(s) reduces the contribution rate at any time below \$144.00 per week.

**(f) \$2,500 Monthly 25-And-Out Benefit.**

(1) A Participant who meets the eligibility requirements stated in this Section 4.12(f) on or after April 1, 2000, may elect to receive the payment of benefits under this \$2,500 Monthly 25-And-Out Benefit. Participants of New Employers are not eligible for benefit accruals under this Section for service with the New Employer as a New Employer.

(2) To elect this \$2,500 Monthly 25-And-Out Benefit, a Participant must meet the following eligibility requirements:

(i) The Participant must earn at least twenty-five (25) Years of Future Credited Service as defined at Section 4.1(b)(2) herein, during which contributions were required on the Participant's behalf for at least twenty (20) Years of Future Credited Service at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, including at least one (1) contribution required on the Participant's behalf at the contribution rate of \$166.00 per week or higher, subject to the maximum Years of Service provisions provided at Section 4.1(b)(3) herein, since the Participant's last Break-in-Service Date; and

(ii) The Participant must have had contributions made on the Participant's behalf for at least three (3) years at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, out of the six (6) continuous years (without a one (1) calendar year break in contributions) immediately prior to attaining eligibility for this \$2,500 Monthly 25-And-Out Benefit. For the purpose of this Section 4.12(f)(2)(ii) only, the requirement for three (3) "Years of Contributions" shall mean that contributions were required on behalf of the Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, for at least a total of one hundred twenty (120) weeks in the three (3) years out of the six (6) years immediately prior to attaining eligibility for this \$2,500 Monthly 25-And-Out Benefit; and

(iii) The Participant must attain age fifty-five (55); and

(iv) Past Credited Service, as defined at Section 4.1(b)(1) herein, shall not be applicable in determining a Participant's eligibility for this \$2,500 Monthly 25-And-Out Benefit; and

(v) Casual Credited Service, requiring contributions on a daily rate, shall



not be applicable in determining the Future Credited Service, as defined at Section 4.1(b)(2) herein, earned by a Participant at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto.

**(3) Amount.**

(i) The amount of benefits payable under this \$2,500 Monthly 25-And-Out Benefit shall be the monthly benefit of two thousand five hundred (\$2,500.00) dollars on the date first eligible, plus an additional benefit of one hundred (\$100.00) dollars per month for each year of the next five (5) Years of Future Credited Service earned at the contribution rate of \$166.00 per week after the date the Participant first becomes eligible for this benefit.

(ii) Except as otherwise provided in this Section 4.12(f), all terms and conditions provided in this Pension Plan in regard to the calculation and payment of the Accrued Benefit to a Participant shall be applicable to the determination of this \$2,500 Monthly 25-And-Out Benefit.

(4) The \$2,500 Monthly 25-And-Out Benefit provided in this Section 4.12(f) shall be effective for a Participant of any Employer as of the date the Employer contributed at the highest contribution rate schedule provided by the National Master Freight Agreement and the Supplemental Agreements thereto, and contributions are required on such Participant's behalf at the contribution rate of \$166.00 per week or higher, and the Employer previously met the contribution rate requirements for the \$2,000 Monthly 30-And-Out Benefit provided at Section 4.11(c)(4) herein, and the contribution rate requirements for the \$1,500 Monthly 25-And-Out Benefit provided at Section 4.12(c)(4) herein.

(5) In no event shall a Participant who otherwise meets the eligibility requirements provided in this Section 4.12(f), be eligible for this \$2,500 Monthly 25-And-Out Benefit if the Employer(s) required to make contributions on the Participant's behalf at the contribution rate of \$166.00 per week or higher, voluntarily terminates its participation in this Pension Fund prior to the Participant's Retirement Date, or the Employer(s) reduces the contribution rate at any time below \$166.00 per week.

**Section 4.13. Preretirement Survivor Benefit for Unmarried Participants.**

(a) The Beneficiary of a Participant shall be eligible for the Preretirement Survivor Benefit if the Participant was not married and not retired on the date the Participant dies, and such Beneficiary files a completed application with the Administrative Manager, and the Participant at the date of death meets the following eligibility provisions. Participants will not be eligible for this benefit on the date they become covered under the Default Schedule of the Rehabilitation Plan.

(1) For a Participant whose First Pension Payment Date (as defined in Section 8.5(c)) has not occurred and the Participant dies on or after January 1, 1997, the Beneficiary of such a Participant shall be entitled to the Preretirement Survivor

Benefit for Unmarried Participants if the Participant has attained Vested Status and meets all of the other eligibility requirements contained in Section 4.13(a) herein.

(2) The Preretirement Survivor Benefit payments to such a Beneficiary shall commence on the Participant's Earliest Retirement Age.

(b) **Amount.** The amount of the Preretirement Survivor Benefit shall be the Ten Year Certain Benefit calculated as provided in Section 4.9(b) herein. A Beneficiary eligible to receive the Preretirement Survivor Benefit may, upon filing the appropriate form with the Pension Fund, receive the monthly Ten Year Certain Benefit, reduced as provided in Section 4.4(b) herein, as of the Participant's Earliest Retirement Age, or defer the payment of the Ten Year Certain Benefit to be effective at a later date. The benefit will be payable for 120 months.

(c) **Designation of Beneficiary.** A Beneficiary designated by a Participant for the Preretirement Survivor Benefit shall be made as follows:

(1) Any person or the Participant's Estate may be designated by the Participant as his Beneficiary; provided, however, if the Participant subsequently becomes married after designating a Beneficiary, the said designation shall become void.

(2) In the event that the Participant does not designate a Beneficiary, or the designated Beneficiary predeceases the Participant, the Participant's Estate shall be designated as the Beneficiary upon the Participant's death.

**Section 4.14. Minimum Distribution Requirements.** Notwithstanding anything herein to the contrary, distribution of benefits will comply with Code § 401(a)(9) which is herein incorporated by reference. All distributions will meet the requirements of Treas. Reg. 1.401(a)(9)-2 through 1.401(a)(9)-9, including the incidental benefit requirements of Code 1.401(a)(9)(G).

**Section 4.15. Accrued Benefit Limitations.** In addition to other limitations set forth in this Pension Plan and notwithstanding any other provisions of this Pension Plan, the Accrued Benefit, including the right to any optional benefit provided in this Pension Plan (and all other defined benefit plans required to be aggregated with this Pension Plan under the provisions of Section 415 of the Internal Revenue Code of 1986, as amended), shall not increase to an amount in excess of the amount permitted under Section 415 of the Internal Revenue Code of 1986, as amended, which is herein incorporated by reference, with the following specifications applicable to multiemployer plans for purposes of this Section 4.15.

(a) **Compensation Limitation.** The 100% of compensation limit contained in Code § 415(b)(1)(B) shall not apply.

(b) **Severance from Employment.** A Participant of this Pension Plan shall not be treated as having incurred a severance from employment with the Employer maintaining this Pension Plan if such Participant continues to be an employee of another Employer maintaining the Pension Plan.

(c) **Aggregation Rules.** For limitation years beginning on or after July 1, 2007, this Plan:

(i) shall be aggregated with a pension plan maintained by the Employer that is not a multiemployer plan, and

(ii) shall not be aggregated with any other multiemployer plan (as defined in Code § 414(f), or with a defined contribution plan for purposes of this Section 4.15 in accordance with Treas. Reg. Sections 1.415(f)-1(g)(1) and 1.415(g)-1(b)(3).

(d) For purposes of the \$10,000 minimum benefit exception in Treas. Reg. Section 1.415(b)-1(f)(1), such exception shall apply to a Participant in this Pension Plan without regard to whether such Participant ever participated in one or more other plans maintained by an Employer, provided that none of such other plans were maintained as a result of collective bargaining involving the same employee representative as the multiemployer plan.

**Section 4.16. Top Heavy Provisions.** This Section shall apply for purposes of determining whether the Plan is a top-heavy plan under Code § 416(g) for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Code § 416(c) for such years.

(a) **Determination of Top-Heavy Status.** For any Plan Year beginning after December 31, 1983, this Plan is Top-Heavy if any of the following conditions exists:

(1) If the Top-Heavy Ratio for this Plan exceeds sixty percent (60%) and this Plan is not part of any required aggregation group or permissive aggregation group of plans.

(2) If this Plan is part of a required aggregation group of plans but not part of a permissive aggregation group and the Top-Heavy Ratio for the group of plans exceeds 60 percent (60%).

(3) If this Plan is a part of a required aggregation group and part of a permissive aggregation group of plans and the Top-Heavy Ratio for the permissive aggregation group exceeds sixty percent (60%).

(b) **Definitions.** For purposes of applying the provisions of this Section 4.16:

(1) **Key Employee.** Key Employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the determination date was an officer of the Employer having annual compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002, a 5% owner of the Employer or a 1% owner of the Employer having annual compensation of more than \$150,000. For this purpose, annual compensation means compensation within the meaning of Section 415(c)(3) of the Code. The determination of who is a Key Employee will

be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

**(4) Top-Heavy Ratio.**

(i) If the Employer maintains one or more defined benefit plans and the Employer has not maintained any defined contribution plan (including any Simplified Employee Pension Plan, as defined in Section 408(k) of the Code) which during the five-year period ending on the determination date(s) has or has not account balances, the Top-Heavy Ratio for this Plan alone or for the required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the present value of Accrued Benefits of all Key Employees as of the determination date(s) (including any part of any Accrued Benefit distributed in the one-year period ending on the determination date(s)) (five-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability), and the denominator of which is the sum of the present value of Accrued Benefits (including any part of any Accrued Benefits distributed in the one-year period ending on the determination date(s)) (five-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability), for all Participants, determined in accordance with Section 416 of the Code and the Regulations thereunder.

(ii) If the Employer maintains one or more defined benefit plans and the Employer maintains or has maintained one or more defined contribution plans (including any Simplified Employee Pension Plan) which during the five-year period ending on the determination date(s) has or has had any account balances, the Top-Heavy Ratio for any required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the present value of Accrued Benefits under the aggregated defined benefit plan or plans for all Key Employees, determined in accordance with (i) above, and the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees as of the determination date(s), and the denominator of which is the sum of the present value of Accrued Benefits under the defined benefit plan or plans for all Participants, determined in accordance with (i) above, and the account balances under the aggregated defined contribution plan or plans for all Participants as of the determination date(s), all determined in accordance with Section 416 of the Code and the Regulations thereunder. The account balances under a defined contribution plan in both the numerator and denominator of the Top-Heavy Ratio are increased for any distribution of an account balance made in the one-year period ending on the determination date (five-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability).

(iii) For purposes of (i) and (ii) above, the value of account balances and the present value of Accrued Benefits will be determined as of the most recent valuation date that falls within or ends with the twelve-month period ending on the

determination date, except as provided in Section 416 of the Code and the Regulations thereunder for the first and second Plan Years of a defined benefit plan. The account balances and Accrued Benefits of a Participant (A) who is not a Key Employee but who was a Key Employee in a prior year, or (B) who has not been credited with at least one hour of service with any employer maintaining the plan at any time during the one-year period ending on the determination date will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Section 416 of the Code and the Regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the Top-Heavy Ratio. When aggregating plans, the value of account balances and Accrued Benefits will be calculated with reference to the determination dates that fall within the same calendar year.

The Accrued Benefit of a Participant other than a Key Employee shall be determined under (a) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (b) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Section 411(b)(1)(C) of the Code.

(iv) **Permissive Aggregation Group.** The required aggregation group of plans plus any other plan or plans of the Employer which, when considered as a group with the required aggregation group, would continue to satisfy the requirements of Sections 401(a)(4) and 410 of the Code.

(v) **Required Aggregation Group.**

(A) Each qualified plan of the Employer in which at least one Key Employee participates or participated at any time during the Plan Year containing the determination date or any of the four preceding Plan Years (regardless of whether the plan has terminated), and

(B) any other qualified plan of the Employer which enables a plan described in (i) to meet the requirements of Sections 401(a)(4) or 410 of the Code.

(vi) **Determination Date.** For any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, the last day of that year.

(vii) **Present Value.** For purposes of establishing present value to compute the Top-Heavy Ratio, any benefit shall be discounted only for mortality and interest based on the following:

Interest Rate: 8.0%

Mortality Table: The UP1984 Mortality Table with Spouse ages set back five (5) years.

(viii) **Valuation Date.** For purposes of computing the Top-Heavy Ratio, the valuation date shall be the date on which plan benefits are valued for funding purposes.

(ix) **Top-Heavy Average Compensation.** For purposes of determining the Top-Heavy Minimum Accrued Benefit, Top-Heavy Average Compensation shall mean the highest average compensation for the five consecutive years for which the Participant had the highest Compensation as defined in subparagraph (9) below, as limited by Section 401(a)(17). The aggregate compensation for the years during such five-year period in which the Participant was credited with a year of service will be divided by the number of such years in order to determine average annual compensation.

(x) **Compensation.** For purposes of this Section 4.16, "Compensation" shall have the same meaning defined in Article I, except that, for Plan Years beginning after December 31, 1997, compensation paid or made available during such year shall include any elective deferral (as defined in Code § 402(g)(3)), and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code §§ 125, 132(f)(4), or 457.

(c) **Top-Heavy Minimum Accrued Benefit.**

(1) Notwithstanding any other provision in this Plan except (2), (3), (4), and (5) below, for any Plan Year in which this Plan is Top-Heavy, each Participant who is not a Key Employee (i.e., a "non-Key Employee") and has completed 1,000 Hours of Service will accrue a benefit (to be provided solely by Employer Contributions and expressed as a life annuity commencing at Normal Retirement Age) of not less than two percent (2%) of the Participant's Top-Heavy Average Compensation as defined in subparagraph (b)(8) above.

The minimum accrual is determined without regard to any Social Security contribution. The minimum accrual applies even though under other plan provisions the Participant would not otherwise be entitled to receive an accrual, or would have received a lesser accrual for the year because (i) the non-Key Employee fails to make mandatory contributions to the plan, (ii) the non-Key Employee's compensation is less than a stated amount, (iii) the non-Key Employee is not employed on the last day of the accrual computation period, or (iv) the plan is integrated with Social Security.

(2) No additional benefit accruals shall be provided pursuant to (1) above to the extent that the total accruals on behalf of the Participant attributable to Employer Contribution will provide a benefit expressed as a life annuity commencing at Normal Retirement Age that equals or exceeds twenty percent (20%) of the Participant's Top-Heavy Average Compensation.

(3) The minimum accrual in (1) above shall not apply to any Participant in any year for which Employer Contribution (including forfeitures) were credited to the Employee's account in a qualified defined contribution plan in an amount equal to at least five percent (5%) of the Employee's Top-Heavy Compensation for such year.

(4) No accrual shall be provided pursuant to (1) above for a year in which the Plan does not benefit any Key Employee or former Key Employee.

(5) All accruals of employer-derived benefits, whether or not attributable to years for which the Plan is Top-Heavy, may be used in computing whether the minimum accrual requirements of paragraph (2) above are satisfied.

(d) **Top-Heavy Benefit Adjustments.** This Section shall apply for purposes of determining the present values of Accrued Benefits and the amounts of account balances of Employees as of the determination date.

(1) **Benefit Form Other Than Single Life Annuity.** If the form of benefit is other than a single life annuity, the Employee must receive an amount that is the actuarial equivalent of the minimum single life annuity benefit. If the benefit commences at a date other than at normal retirement age, the Employee must receive at least an amount that is the actuarial equivalent of the minimum single life annuity benefit commencing at normal retirement age.

(2) **Distributions during Year Ending on the Determination Date.** The present value of Accrued Benefits and the amounts of account balances of an Employee as of the determination date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the one-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than severance from employment or death, this provision shall be applied by substituting "five-year period" for "one-year period".

(3) **Employees Not Performing Services During Year Ending on the Determination Date.** The Accrued Benefits and accounts of any individual who has not performed services for the Employer during the one-year period ending on the determination date shall not be taken into account.

(e) **Top-Heavy Minimum Vesting.** If this Plan is Top-Heavy in any Plan Year beginning after December 31, 1983, then, commencing the first day of such Plan Year, the vesting schedule in Section 3.2 shall be permanently replaced by the following schedule:

**Years of Credited  
Service at Date  
Of Determination**

**Vesting  
Percent**

Less than three (3) Years  
Three (3) Years or more

None  
100%

Any change in the vesting schedule will be subject to the election rules in Section 3.2(b). The minimum vesting schedule applies to all benefits within the meaning of Section 411(a)(7) of the Code, except those attributable to employee contributions, including benefits accrued before the effective date of Section 416 and benefits accrued before the Plan became Top-Heavy. Further, no decrease in a Participant's non-forfeitable percentage may occur in the event the Plan's status as Top-Heavy changes for any Plan Year. However, this section does not apply to the Accrued Benefit of any Employee who does not have an Hour of Service after the Plan has initially become Top-Heavy and such Employee's Accrued Benefit attributable to Employer Contribution and forfeitures will be determined without regard to this section.

The Top-Heavy Minimum Accrual Benefit (to the extent required to be non-forfeitable under Section 416(b)) may not be forfeited under Code §§ 411(a)(3)(B) (suspension of benefits upon reemployment of retiree) or 411(a)(3)(D) (withdrawal of mandatory employee contributions).

(f) **Further Limits on Benefits.** If, during any limitation year which begins prior to January 1, 2000, the Participant is a Participant in both a defined contribution plan and a defined benefit plan which are a part of a Top-Heavy group, the Committee shall apply the limitations of this Section 4.16 to such Participant as applicable.

(g) **Special Rules Applicable to Multiemployer Plans.** In accordance with Treas. Reg. Section 1.416-1:

(1) For purposes of Top Heavy testing, this Plan shall be treated as a plan of an Employer to the extent that benefits under this Plan are provided to Employees of the Employer because of their service with such Employer.

(2) If it is determined that this Plan is Top Heavy, Employees that are collectively bargained employees shall not benefit from the special vesting and top-heavy minimum requirements under this Section 4.16.

**Section 4.17. Death Benefits on Account of Military Service.** Effective for deaths occurring on or after January 1, 2007, in the case of a Participant who dies while performing qualified military service (as defined in Code § 414(u)(5)), the survivors of the Participant are entitled to any additional benefits (other than accruals relating to the period of qualified military service) provided under the Plan as though the Participant resumed employment and then terminated employment on account of death.



## **ARTICLE V – DISABILITY BENEFITS**

**Section 5.1. Eligibility.** Effective February 1, 2011, the Disability Benefit is eliminated for any Participant not already receiving the Disability Benefit

**Section 5.2. Permanent and Total Disability.** A Participant is considered to be totally and permanently disabled when, due to injury or disease:

- (a) he is unable to engage in any occupation for wage or profit, and he has been so disabled for a period of at least twenty-seven (27) weeks; and
- (b) the Trustees find, from the opinion of a competent, independent physician, physicians or medical clinic selected by the Trustees, or as determined under the Social Security Act, that the Participant shall be permanently and continuously disabled for the remainder of the Participant's life. No Participant shall be considered so disabled if such disability was suffered or incurred while he was engaged in a criminal enterprise, or resulted from an intentional self-inflicted injury.

**Section 5.3. Amount of Disability Pension Benefit.** The amount of monthly Disability Pension Benefit under this Article shall be as follows:

- (a) The monthly amount of such Disability Pension Benefit in pay status as of February 1, 2011 shall continue to be paid while receiving a Disability Pension.
- (b) The provisions of Section 4.4(c), (d) and (e) herein shall apply to Disability Pension Benefits.
- (c) Upon the first day of the month following the date a Participant attains his earliest Normal or Early Retirement Age, such Participant shall receive the appropriate Normal or Early Retirement Pension Benefit, as calculated in accordance with Section 4.4 herein, in lieu of any Disability Pension Benefits.

**Section 5.4. Termination of Disability Pension Benefits.** Pensions awarded by reason of permanent and total disability may be terminated in the following instances:

- (a) The Trustees may determine, on the basis of a medical examination by a competent, independent physician, physicians or medical clinic chosen by the Trustees, in their sole discretion, that the Participant, while under his earliest Normal Retirement Age, has sufficiently recovered to return to regular gainful employment; or
- (b) The Participant refuses to undergo a medical examination ordered by the Trustees prior to his earliest Normal Retirement Age; provided that the Participant may not be required to undergo a medical examination more often than once every six (6) months; such Participant shall thereafter not be entitled to any pension under this Pension Plan; or
- (c) The Participant engages in any occupation for wage or profit; or
- (d) The death of the retired Participant unless the Participant subject to any Qualified

Survivor (Preretirement Survivor) benefit his Spouse or beneficiary may be entitled to at the time of death.

## **ARTICLE VI- PARTIAL PENSION BENEFITS**

**Section 6.1. Partial Pension.** Participants who would otherwise lack sufficient Credited Service to be eligible for pension benefits because their years of employment are divided between different pension plans or, if eligible, whose pension benefits would be less than the full amount provided heretofore in Articles III, IV and V because of such division of employment, may be eligible for Partial Pension benefits as provided in this Article.

**Section 6.2. Related Plans.** The Trustees, in accordance with the provisions of the Trust Agreement, may recognize as a Related Plan, one or more other pension plans, which have executed a Reciprocal Agreement to which this Pension Plan is a party.

**Section 6.3. Related Service Credit.** Service Credit accumulated and maintained by a Participant under a Related Plan shall be recognized under this Pension Plan as Related Service Credit. The Trustees shall compute Related Service Credit on the basis on which that credit has been earned and credited under the Related Plan and certified by the Related Plan to this Pension Plan.

**Section 6.4. Combined Service Credit.** The Combined Service Credit shall be comprised of the total of the Participant's Credited Service under this Pension Plan and the Participant's Related Service Credit. No more than one (1) year of Combined Service Credit shall be counted in any calendar year.

**Section 6.5. Breaks In Service.** In the computation of Breaks In Service, any period of employment for which a Participant has earned Related Service Credit shall be considered a period of employment in determining whether there has been a Break In Service.

**Section 6.6. Eligibility.** A Participant shall be eligible to receive a Partial Pension upon the satisfaction of the following requirements:

- (a) The Participant would be eligible for any type of pension under this Pension Plan, other than a Partial Pension, if his Combined Service Credit were treated as years of Credited Service in accordance with Articles III, IV and V of this Pension Plan; and
- (b) The Participant has at least two (2) years of Future Credited Service as an Employee covered by this Pension Plan; and
- (c) The Participant is:
  - (1) eligible for a partial pension from a Related Plan, and
  - (2) is eligible for a partial pension from the Terminal Plan.

The Terminal Plan shall be deemed to be the pension plan associated with the Union of which the Participant is a member at the time of, or immediately prior to, his retirement. If at that time the Participant was not a member of any such Union, then the Terminal Plan is the one to which the bulk of contributions were paid on behalf of the Participant in the thirty-six (36) consecutive calendar months immediately preceding his retirement; and

(d) The Participant is not eligible for a pension from a Related Plan independent of the Related Plan's provisions for a Partial Pension. A Participant who is eligible for a pension other than a Partial Pension from this Pension Plan or a Related Plan, may elect to waive the other pension and qualify for either Partial Pension.

**Section 6.7. Amount of Pension.** The Partial Pension amount shall be determined as follows:

(a) First, the amount of pension to which the Participant is entitled under this Pension Plan, including the Combined Service Credit, shall be calculated; and

(b) Second, the number of years and months of Credited Service earned under this Pension Plan since January 1, 1955, shall be divided by the total amount of Combined Service Credit earned by the Participant since January 1, 1955; and

(c) Third, the Partial Pension amount shall be calculated by multiplying the fraction determined in Section 7.7(b) herein by the pension amount determined in Section 7.7(a) herein.

**Section 6.8. Payment of Pension.** Partial Pension payments shall be subject to all conditions applicable to the payment of other types of pensions under this Pension Plan.

**Section 6.9. Election.** A Participant eligible for more than one type of pension under this Pension Plan shall be entitled to elect the type of pension to be received.

**Section 6.10. Reciprocal Agreement for Teamsters' Pension Funds.** Notwithstanding any of the foregoing provisions in this Article, the Reciprocal Agreement for Teamsters' Pension Funds, International Brotherhood of Teamsters, entered into in 1965, as amended, to which this Pension Fund is a party, shall govern as to the terms of reciprocal pensions.

**Section 6.11. 30-And-Out Benefit.** Notwithstanding any of the foregoing provisions in this Article VI, a partial pension shall be applicable to the 30-And-Out Benefit provided at Section 4.11 herein if the Related Plan(s) also provide for an equivalent 30-And-Out Benefit.

**Section 6.12. 25-And-Out Benefit.** Notwithstanding any of the foregoing provisions in this Article VI, a partial pension shall be applicable to the 25-And-Out Benefit provided at Section 4.12 herein if the Related Plan(s) also provide for an equivalent 25-And-Out Benefit.

## **ARTICLE VII – CONTRIBUTIONS**

### **Section 7.1. Employer Contributions.**

(a) Each Contributing Employer shall make payment to the Pension Fund, pursuant to the provisions of the Trust Agreement and the applicable written Collective Bargaining Agreements or Participation Agreements, not later than the fifteenth day of each calendar month.

(b) Any and all contributions made by an Employer shall be irrevocable and shall be transferred to the Trustees and held as provided in the Trust Agreement and this Pension Plan to be used in accordance with the provisions of the Trust Agreement and this Pension Plan in providing the benefits and paying the expenses of the Pension Fund; provided, however, to the extent and in the manner permitted by ERISA, the Board of Trustees may authorize a return of an overpayment of Employer Contributions made by reason of a mistake of law or fact. Such contributions and any income therefrom shall be used only for the exclusive benefit of the Participants or Beneficiaries and for the payment of the administrative and other expenses of the Pension Fund, and shall not be used for, or diverted to, any other purposes.

(c) Employer contributions will be made in amounts designated by the Default or Preferred Schedule of any Funding Improvement Plan or Rehabilitation Plan.

**Section 7.2. Employee Contributions.** An Employee shall be neither required nor permitted to make any contributions to the Pension Fund. The benefits of the Pension Fund shall be fully provided by Employer Contributions and the assets arising therefrom.

**Section 7.3. Funding.** A Funding Standard Account, as provided by the Act, shall be established and maintained to test the adequacy of the funding of the Pension Fund, annually or at any point in time, consistent with the objectives of the Pension Fund and the requirements of the Act. An Alternative Minimum Funding Standard Account may also be established and maintained pursuant to the Act. The Plan will conform to the funding requirement rules and objectives of the Pension Protection Act of 2006 as amended.

### **Section 7.4. No Asset Transfer.**

If any Participants, or groups of Participants, as defined in Section 2.20 herein, shall cease to be in Covered Employment, as defined in Section 2.8 herein, with the Pension Fund for any reason whatsoever, such Participant shall not be entitled to receive any assets of the Pension Fund, or portion thereof, nor shall the Trustees be authorized to make any transfers of assets on behalf of such Participants.

## **ARTICLE VIII - PLAN ADMINISTRATION**

**Section 8.1. Plan Administration.** The administration of this Pension Plan shall be as follows:

- (a) The Trustees, appointed in accordance with the Trust Agreement, shall administer the Pension Plan, and have such powers as are set forth in the Trust Agreement and in this Pension Plan.
- (b) All matters pertaining to the administration and fulfillment of the objectives of this Pension Plan shall be determined by the Trustees in their sole discretion. No monies shall be paid from the Pension Plan except upon a duly authenticated order of the Trustees.

**Section 8.2. Claim Notification and Application.** Claims for benefits under the Plan may be filed in writing with the Plan Administrator. Written notice of the disposition of a claim shall be furnished to the claimant (who may be a Participant or a beneficiary) within ninety (90) days after the application is filed. The Plan Administrator may unilaterally extend notifying the claimant for up to ninety (90) days if additional time is needed to process the claim due to special circumstances. If such time is needed, the claimant will be notified in writing before the end of the initial ninety (90) day period. In addition, a claimant may agree to provide the Plan additional time to resolve a claim. A claimant may utilize an authorized representative to pursue a claim or an appeal.

**Section 8.3. Form of Application.**

- (a) An application for benefits under this Pension Plan must be completed in writing and in the form and manner prescribed by the Trustees.
- (b) In order to facilitate the completion of applications, each application shall be designed to be in non-technical terms and, in the case of pension applications, include the following:
  - (1) An Explanation of Qualified Joint and Survivor Annuity shall be provided to a Participant 30 days prior to his her Annuity Starting Date (except as provided in Section 8.5(a)(4)) and shall inform the Participant:
    - (i) of the terms and conditions of the Qualified Joint and Survivor Annuity,
    - (ii) the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity form of benefit, and/or to receive the qualified optional survivor annuity benefit,
    - (iii) the terms and conditions of, and the right to elect a qualified optional survivor annuity, even after the Participant and her or her Spouse have waived the Qualified Joint and Survivor Annuity,
    - (iv) the rights of a Participant's Spouse,

(v) the right to defer receipt of a distribution and the consequences of failing to defer distribution,

(vi) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity, and

(vii) the relative values of the various optional forms of benefit under the Pension Plan.

(2) Requirements for Waiver of Qualified Joint and Survivor Annuity. A Participant may elect during the election period described in Section 8.5 not to receive a Qualified Joint and Survivor Annuity. The election shall be in writing and shall indicate that the Participant is electing to receive another form of benefit and that the election may be revoked at any time during the election period; and, even if such a waiver was effectively elected during the election period, the Participant may still elect at any time during the election period to receive a qualified optional survivor annuity.

A waiver of the Qualified Joint and Survivor Benefit shall not be valid unless the Spouse consents to the Participant's election of an alternate benefit option or an alternate beneficiary (or class of beneficiaries, or contingent beneficiaries) in a writing in which the Spouse acknowledges the effect of the election, and the Spouse's consent is witnessed by a plan representative or a notary public. Any consent by a Spouse obtained under this provision shall be effective only with respect to such Spouse. The consent that permits further designations by the Participant without any requirement of further consent by such Spouse must acknowledge that the Spouse has the right to limit consent to a specific beneficiary and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of such rights.

No spousal consent shall be required if it is established to the satisfaction of the Plan Administrator that the consent required under this paragraph may not be obtained because there is no Spouse, the Spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may by regulation prescribe.

(c) In addition to the information disclosed on the application, a Participant or Beneficiary shall submit such other information which the Trustees, in their sole discretion, may require. The Trustees may cause to be withheld any benefit payment, otherwise due the Participant or other person, until the required document, evidence or other information is so furnished.

#### **Section 8.4. Election of Type of Pension.**

(a) Each application shall provide for the waiver of the Qualified Joint and Survivor Benefit only when the Participant and the Spouse waive the Qualified Joint and Survivor Benefit in writing as provided in Section 8.3(b) herein.

(b) Any election during the Election Period as provided in Section 8.5 herein may be

subsequently revoked by the Participant and, after such revocation, another election made. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time prior to the commencement of benefits. The number of revocations shall not be limited. No consent shall be valid unless the Participant and Spouse has received the explanation described in 9.3(b) above.

However, notwithstanding the above, a Participant shall not be permitted to change any election after the commencement of benefits; provided, however, if a Participant who is eligible for and receives the Qualified Joint and Survivor Benefit on or after August 1, 1991, and is receiving the Qualified Joint and Survivor Benefit pursuant to Section 4.7(a) herein, and the Participant's Spouse predeceases the Participant, the Participant's monthly benefit amount shall be restored upon the date of the Spouse's death to the level pension benefit that the Participant would have received upon retirement without the election of the Qualified Joint and Survivor Benefit. If after the Participant's First Pension Payment Date, the Participant's Spouse predeceases the Participant, or the Participant is divorced from his Spouse, or the Participant marries or remarries, the Participant is not permitted to designate or re-designate a Spouse for the receipt of the Qualified Joint and Survivor Benefit.

(c) If a designated Spouse dies before a Participant attains Normal Retirement Age and prior to the date of retirement, and there is in effect as of the date of such designated Spouse's death an election of the Qualified Joint and Survivor Benefit, such election shall be null and void and the Normal Pension Benefit shall be payable to the Participant unless such Participant elects another retirement benefit prior to retirement.

(d) Notwithstanding any provisions of this Pension Plan to the contrary, in no event shall a Participant or a Spouse be entitled to elect or receive more than one type or form of pension from this Pension Fund at the same time.

#### **Section 8.5. Election Period.**

(a) The term "Election Period" as used herein shall mean the period which commences on the Participant's Application Date and ends on the Participant's First Pension Benefit Payment Date, except that such Election Period shall not be less than ninety (90) days and, in the event that a Participant requests additional information relating to his retirement, such Election Period shall be extended to the extent necessary to include at least the ninety (90) calendar day period immediately following the day the requested additional information is personally delivered or mailed to such Participant.

(1) Effective January 1, 2010, the Election Period shall be a period of no less than thirty (30) and no more than 180 calendar days before the Annuity Starting Date.

(2) If a Participant makes a request for additional information before the end of such election period, the election period shall be extended to include at least ninety (90) days following the day the additional information is delivered or mailed to the Participant. If the Election Period is extended beyond the Annuity Starting Date pursuant to preceding sentence, commencement of benefits shall be delayed until the end of such Election Period. In such case, payment of benefits retroactive to



the Annuity Starting Date shall begin within sixty (60) days after the end of such Election Period.

(3) A Participant who elects payment in the form of a Qualified Joint and Survivor Annuity may commence distribution prior to the expiration of the 90 day period set out in (2) above.

(4) The Annuity Starting Date for a distribution in a form other than a Qualified Joint and Survivor Annuity may be less than 30 days after receipt of the written explanation described in Section 8.3(b)(1) provided:

(i) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the Qualified Joint and Survivor Annuity and elect (with Spouse consent) to a form of distribution other than a Qualified Joint and Survivor Annuity;

(ii) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant; and (c) the Annuity Starting Date is a date after the date that the written explanation was provided to the Participant.

(5) For distributions on or after December 31, 1996, the Annuity Starting Date may be a date prior to the date the written explanation is provided to the Participant if the distribution does not commence until at least 30 days after such written explanation is provided, subject to the waiver of the 30-day period as provided for in the above paragraph.

(b) The term "Participant's Application Date" as used herein shall mean the date on which the Administrative Manager furnishes a Participant with an application for benefits including all of the information related thereto which is specified in Section 8.3 herein.

(c) The term "First Pension Payment Date" as used herein shall mean the last day of the calendar month during which a Participant becomes entitled to receive pension benefits under this Pension Plan and represents the date on which the first pension benefit payment is due.

#### **Section 8.6. Qualified Survivor Benefit.**

(a) An application for the Qualified Survivor Benefit by the Spouse under this Pension Plan must be completed in writing and in the form and manner prescribed by the Trustees.

(b) Notwithstanding any provisions of this Pension Plan to the contrary, in no event shall a Spouse be entitled to receive more than one type or form of survivor pension from this Pension Plan at the same time.

**Section 8.7. Latest Date for Commencement of Benefits.** Notwithstanding any other provisions in this Pension Plan, the payment of benefits under this Pension Plan to a Participant, who has retired and filed a completed application with the Administrative Manager, shall begin not later than sixty (60) days after the close of the Plan Year in which the latest of the following events occurs:

- (a) the attainment by the Participant of his Normal Retirement Age; or
- (b) the termination of the Participant's Covered Employment; or
- (c) the date specified in a written statement, signed by the Participant describing the benefit and the date on which the payment of such benefit shall commence.

**Section 8.8. Retroactive Commencement of Benefits.** To the extent a Participant is permitted to elect to receive a benefit based upon a "retroactive annuity starting date" which is on or after January 1, 2004, the following terms, conditions and requirements are applicable:

- (a) All future period payments with respect to a Participant who elects a retroactive annuity starting date must be the same as the future periodic payments that would have been paid to him if his payments had actually commenced on the retroactive annuity starting date, and he must receive a make-up payment to reflect all missed payments for the period from the retroactive annuity starting date to the date of the actual make-up payment (with an appropriate adjustment for interest from the date each missed payment would have been made to the date of the actual make-up payment, provided that there is to be no such interest adjustment except to the extent that it is legally required);
- (b) No Participant will be permitted to elect a retroactive annuity starting date that precedes the date upon which he could have otherwise started receiving benefits;
- (c) The Explanation shall be provided to each Participant no less than 30 days and no more than 180 days (or longer interval if caused solely by administrative delay) before the date on which distribution of his benefits actually commences, except that the Explanation may be provided by the Plan to a Participant on a date which is less than 30 days before the date on which distribution actually commences if:
  - (1) The written explanation must clearly inform the Participant that the applicable election period for his election to waive the Qualified Joint and Survivor Annuity and for his election to receive the qualified optional survivor annuity, and for his revocation of any such prior election, continues until 90 days after the date on which distribution of his benefit actually begins; and
  - (2) Distribution in accordance with an affirmative election to waive the Qualified Joint and Survivor Annuity revoke such prior election, cannot commence before the expiration of 7 days after the date on which the Participant receives the written explanation;
- (d) The term "applicable election period" means the period which begins 180 days before the Annuity Starting Date of the Participant and ends on the 90<sup>th</sup> day after the date on

which distribution to him actually begins.

(e) If the Spouse of the Participant as of the retroactive annuity starting date is no longer his Spouse determined as of the date on which distribution actually begins, that former Spouse is not entitled to a Qualified Joint and Survivor Annuity and the consent of the former Spouse is not needed to waive the Qualified Joint and Survivor Annuity unless otherwise required by a qualified domestic relations order; and

(f) The requirements of a Spouse's consent of this section are applicable to the Spouse of Participant determined as of the date on which distribution of his retirement benefit actually commences (including an alternate payee who is treated as his Spouse based upon a qualified domestic relations order). No election of a retroactive annuity starting date shall take effect without consent to the election by that Spouse (in the manner prescribed by Section 8.3(b)(2)) if such election will reduce the amount of the potential future Qualified Joint and Survivor Annuity benefit which, absent the election, would be payable to the Spouse.

(g) For purposes of this section, a "retroactive annuity starting date" means an annuity starting date affirmatively elected by a Participant which occurs on or before the date on which the written explanation described in Section 8.3(b)(1) is provided to the Participant, and to which this subparagraph (d) applies.

**Section 8.9. Facility of Payment.** Whenever, in the sole discretion of the Trustees, a person entitled to receive any payment of a benefit or installment thereof hereunder is under a legal disability, the Trustees may make payments to such person or to his legal representative. Any payment of a benefit or installment thereof in accordance with the provisions of this Section 8.9 shall be a complete discharge of any liability for the making of such payment under the provisions of this Pension Plan.

**Section 8.10. Non-alienation of Benefits.** Benefits payable under this Pension Plan and pursuant to the Trust Agreement shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, prior to actually being received by the person entitled to the benefit under the terms of the Trust Agreement and this Pension Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Pension Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder; provided, however, that this Section 8.10 shall not be applicable to a benefit payable pursuant to a Qualified Domestic Relations Order under the terms and conditions provided in the Act; provided further, however, this Section 8.10 shall not be applicable to a Participant who has committed a violation against this Pension Fund as provided by the Act, and such Participant's monthly benefit may be offset by the amount of any judgment, decree, order, or other award rendered on or after August 5, 1997, in favor of the Pension Fund and against the Participant as the result of such violation of the Act.

**Section 8.11. Misrepresentation.** Any misrepresentation by an applicant shall constitute grounds for the denial of all, or a portion, of the benefits which an applicant may otherwise be entitled to under this Pension Plan and for the cancellation or recovery of benefit payments made in reliance thereon to a Participant or Beneficiary.

**Section 8.12. Denial of Claim.** In the event the claim is denied in whole or in part, the notice to the Participant shall provide, in language calculated to be understood by the claimant:

- (a) the specific reason or reasons for the denial;
- (b) specific reference to pertinent Plan provisions on which the denial is based;
- (c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (d) appropriate information as to the steps to be taken if the Participant or beneficiary wishes to submit his or her claim for review.

**Section 8.13. Appeal Procedure.**

(a) Any Participant, Beneficiary, or any other person who applies for benefits under the Trust Agreement and this Pension Plan and is ruled ineligible by the Trustees or who believes he did not receive the full amount of benefits to which he is entitled, or who is otherwise adversely affected by any action of the Trustees, shall have the right, as provided in the Act and by such procedures as shall be established by the Trustees, to request the Board of Trustees to designate a Hearing Panel, to be composed of at least two (2) Trustees, one (1) of whom shall be a Union Trustee and one (1) of whom shall be an Employer Trustee, to conduct a hearing in the matter, provided that:

- (1) he makes such a request, in writing, within sixty (60) days after receipt of a notification of an adverse benefit determination by the Board of Trustees;
  - (2) claimant will be given the opportunity to submit written comments, documents, records and other information relating to the claim for benefits;
  - (3) claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits;
  - (4) the review shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination; and
  - (5) the review must not afford deference to the initial adverse determination and must be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination nor the subordinate of such individual.
- (b) The Hearing Panel shall then conduct a hearing, at which the Participant, Beneficiary, or such other person shall be entitled to present his position and any evidence in

support thereof. The Participant, Beneficiary or such other person may be represented at any such hearing by an attorney or by any other representative of his choosing at the Participant's, Beneficiary's or such other person's own expense. Thereafter, the Trustees shall issue a written decision within sixty (60) days after such hearing affirming, modifying or setting aside their former action, as provided in the Act.

(c) As provided in the Trust Agreement, the decision on review shall be binding upon all persons dealing with the Pension Fund or claiming any benefits hereunder, except to the extent that such decision may be determined to be arbitrary or capricious by a court or arbitrator having jurisdiction over such matter.

#### **Section 8.14. Cash-Out of Pension.**

(a) Notwithstanding any other provision in this Pension Plan to the contrary, if the present value of a Participant's Accrued Benefit at the time of attaining eligibility for a retirement pension benefit, including the eligibility of a surviving Spouse for the Qualified Joint And Survivor Benefit or the Qualified Survivor Benefit, or the eligibility of a designated Beneficiary for the Ten Year Certain Benefit does not exceed five thousand (\$5,000.00) dollars, the entire amount of such Accrued Benefit shall be distributed in the form either of a Cash-Out as provided in Section 8.14(b) herein, or a monthly pension payment, with the form of the payment at the sole election of such Participant, surviving Spouse, or designated Beneficiary.

(b) The term "Cash-Out" as used herein shall mean a distribution of Accrued Benefit to a Participant which meets the following requirements:

- (1) the Participant's entire Accrued Benefit is distributed to the Participant; and
- (2) the present value of the Accrued Benefit does not exceed five thousand (\$5,000.00) dollars; and
- (3) the distribution is made on account of the Participant's attaining eligibility for a retirement pension benefit provided herein.

(c) For the purpose of the foregoing the present value of the Accrued Benefit shall be calculated in accordance with the provisions of Section 2.1 herein.

#### **Section 8.15. Rollover Distributions.**

##### **(a) Direct Rollovers of Certain Distributions.**

Effective for distributions on or after January 1, 2007

(1) A distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. This Section does not confer any rights or benefits on any person and is not intended to expand the forms or times of payment otherwise available under the Plan.

**(2)** The following definitions apply to the terms used in this Section:

**(i)** An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

**(A)** any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more;

**(B)** any distribution to the extent such distribution is required under Code § 401(a)(9); and

**(C)** the portion of any distribution that is not includable in gross income. However, such portion may be transferred only to (i) an individual retirement account (IRA) or annuity described in Code § 408(a) or (b), (ii) a qualified plan described in Code § 401(a) or 403(a) provided that before January 1, 2007, such plan is a qualified defined contribution plan) in a direct trustee-to-trustee transfer, or (iii) on or after January 1, 2007, an annuity contract described in Code § 403(b) in a direct trustee-to-trustee transfer, provided in the case of (ii) or (iii) the plan or contract separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

**(ii)** An "eligible retirement plan" is any of the following that accepts a distributee's eligible rollover distribution:

**(A)** an IRA described in Code § 408(a),

**(B)** an individual retirement annuity described in Code § 408(b),

**(C)** an annuity plan described in Code § 403(a),

**(D)** a qualified trust described in Code § 401(a),

**(E)** an annuity contract described in Code § 403(b),

**(F)** an eligible deferred compensation plan under Code § 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, and

**(G)** on or after January 1, 2008, a Roth IRA described in Code § 408A(e)

and any regulations promulgated thereunder.

(iii) A "distributee" includes an Employee (including a former Employee whose employment ended before January 1, 2002). In addition, the Employee's or former Employee's surviving Spouse and the employee's or former employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order as defined in Code § 414(p), are distributees with regard to the interest of the Spouse or former Spouse. Effective for distributions made on or after January 1, 2010, a Participant's non-Spouse beneficiary is a distributee with respect to any otherwise eligible rollover distribution that is paid to the beneficiary.

(iv) A "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.

(3) **NonSpouse Rollovers.** Effective January 1, 2010, a non-Spouse beneficiary who is a designated beneficiary (as defined in Code § 401(a)(9)(E)) may elect to directly rollover an eligible rollover distribution to an individual retirement account under Code § 408(a), an individual retirement annuity under Code § 408(b) or a Roth IRA under Code § 408A. In applying this section, a non-Spouse rollover will not be subject to the rollover notice requirements under Code § 402(f) or the mandatory withholding requirements under Code § 3405(c).

**Section 8.16. Benefit Restrictions and Funding Requirements.** Notwithstanding anything in the Plan to the contrary, the provisions of this Article VIII shall apply effective for Plan Years beginning on or after January 1, 2008.

(a) **Compliance.** The Trustees shall comply with the implementation and rules for operation regarding amendments that increase the Plan's liabilities and place restrictions on benefits and benefit increases as described in Code § 432 during the period beginning on the date the Plan's Actuary certifies that the Plan is in "endangered status" or "critical status", as applicable, and continuing through the end of the "funding improvement period", or "rehabilitation period".

(b) **Employer Surcharge.** In accordance with Code § 432(e), while the Plan is certified to be in critical status, each Employer obligated to make Plan contributions for the initial critical year, and for each succeeding Plan Year, may be required to pay a surcharge equal to a percentage of the contributions otherwise required, beginning 30 days after the Trustees have issued notice to the Employer that the Plan is in critical status and that a surcharge is in effect. However, any such surcharge shall terminate on the effective date of a collective bargaining agreement which includes terms consistent with a schedule set forth in a rehabilitation plan under Code § 432(e).

(c) **Adoption and Implementation of a Funding Improvement or Rehabilitation Plan.** For the initial Plan Year in which the Plan's Actuary certifies that the Plan is in endangered or critical status, the Trustees shall adopt and implement, within the time period prescribed by law, a "funding improvement plan", or a "rehabilitation plan", as appli-

cable. Such funding improvement or rehabilitation plan shall include the schedules prescribed under Code § 432, setting out revised contribution structures or revised benefit structures or both which shall apply, based on the schedules as agreed upon by the Employer or the schedules imposed on the Employer by default.

(d) **Definitions.** For purposes of this Article, the terms "endangered status", "critical status", "funding improvement plan", "rehabilitation plan", "funding improvement period", and "rehabilitation period", shall have the meanings ascribed to them in Code § 432. Notwithstanding the anti-cutback prohibitions in Code § 411(d)(6) and ERISA Section 204(g), the term "revised benefit structures" may include a reduction or elimination of "adjustable benefits" as defined in Code § 432(e)(8).

**Section 8.17. Exhaustion of Remedies and Statute of Limitations.** No legal action for benefits under the Plan shall be brought unless and until the following have occurred:

- (a) The Participant has submitted a claim for benefits in accordance with Section 8.2 above and has received notification of the claims' denial.
- (b) The Participant has submitted the denied claim for review in accordance with Section 8.13 above and has received a final denial of the reviewed claim.
- (c) Any legal action taken must be filed within ninety (90) days of the date of receipt of the final denial in (b) above.
- (d) No legal action can be taken against the Plan or the Board of Trustees more than three (3) years after a claim for benefits has been made. For this purpose, a claim for benefits is deemed to have been made on:
  - (1) the date an application for benefits is denied on review by the Board of Trustees, if the claim is to recover benefits not paid by the Plan;
  - (2) the date benefits are suspended, if the claim is to recover benefits suspended under the Plan; or
  - (3) the date of the benefit statement that was provided for the applicable period of service, if the claim is in regard to the Trustees' (or designee's) computation of service and benefits under the Plan.



## **ARTICLE IX – MISCELLANEOUS**

**Section 9.1. Law Applicable.** This Pension Plan is created and accepted in the Commonwealth of Pennsylvania and all issues pertaining to the validity and construction of this Pension Plan and of the acts or transactions of the parties hereto shall be determined in accordance with the laws of the Commonwealth of Pennsylvania, except as to matters dealt with by Federal law.

**Section 9.2. Savings Clause.** In the event any provisions of this Pension Plan be held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely affect the other provisions herein contained or the application of such provisions to any other person or instance, unless such illegality shall make impossible the functioning of this Pension Plan.

**Section 9.3. Gender.** Wherever any words are used in this Pension Plan in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; wherever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply; and wherever any words are used in the plural, they shall also be construed to include the singular.

**Section 9.4. Amendment of Pension Plan.**

(a) The provisions of this Pension Plan may be amended at any time by an instrument in writing executed by the Trustees; provided, however, in no event shall the Pension Fund be used for any purposes other than the purposes set forth in this Pension Plan and the Trust Agreement, and for the purpose of paying the necessary expenses incurred in the administration of the Pension Fund.

(b) Any proposed amendment to this Pension Plan shall be submitted to each of the Trustees before the date of the meeting at which the amendment will be considered. A copy of such amendment, upon passage by the Trustees, shall be forwarded to each Union, each Employer, the Administrative Manager, the Investment Manager(s), and to such other parties as required by law.

**Section 9.5. Termination.**

(a) **ERISA Section 4041A(a)(2) Plan Termination.** In the event the Plan terminates within the meaning of section 4041A(a)(2) of ERISA, the Trustees shall comply with the requirements of ERISA relating to such termination, including:

(1) limiting the payment of benefits to benefits which are non-forfeitable under the Plan as of the date of the termination,

(2) paying benefits attributable to Employer contributions, other than death benefits, only in the form of an annuity unless the Plan assets are distributed in full satisfaction of all non-forfeitable benefits under the Plan (except that the Trustees may authorize payment other than in the form of an annuity of a Participant's entire non-forfeitable benefit attributable to Employer contributions, other than a death benefit, if the Value of the entire non-forfeitable benefit does not exceed \$5,000), and

(3) reducing benefits and suspending benefit payments in accordance with section 4281 of ERISA.

(b) ERISA Section 4041A(a)(1) and (3) Plan Terminations. In the event the Plan terminates within the meaning of ERISA Section 4041A(a)(1) or (3), the rate of an Employer's contributions under the Plan for each Plan Year beginning on or after the Plan termination date shall equal or exceed the highest rate of Employer contributions at which the Employer had an obligation to contribute under the Plan in the five preceding Plan Years ending on or before the Plan termination date.

Notwithstanding the preceding sentence, if the PBGC approves a reduction in the rate, the rate of an Employer's contributions under the Plan shall equal or exceed the rate approved by the PBGC.

(c) ERISA Section 4042 Plan Termination. In the event the Plan terminates within the meaning of section 4042 of ERISA, the Trustee appointed shall have the powers specified in such section, including, but not limited to, the power to reduce benefits or suspend benefit payments, give appropriate notice, amend the Plan, and perform other acts required or authorized by ERISA.

(d) Notwithstanding anything herein to the contrary, in no event shall any assets revert to the Employer.

**Section 9.6. Pension Benefit Guaranty Corporation.** The Trustees shall pay such annual premiums as necessary and as required by the act to the Pension Benefit Guaranty Corporation in order to provide protection to the Participants and Beneficiaries from the attendant risks resulting from the termination of the Pension Fund.

**Section 9.7. Notice.** Notice given to a Trustee, Union, Employer, Employee, Participant, Beneficiary or any other person shall, unless otherwise specified herein, be sufficient if in writing and delivered to or sent by postpaid first class mail or prepaid telegram to the last address as filed with the Trustees. Except as herein otherwise provided, the delivery of any statement or document required hereunder to be made to a Trustee, Union, Employer, Employee, Participant, Beneficiary or any other person shall be sufficient if delivered in person or if sent postpaid first class mail to his or its last address as filed with the Trustees.

**Section 9.8. Article and Section Titles.** The Article and Section titles are included solely for convenience and shall, in no event, be construed to affect or modify any part of the provisions of this Pension Plan or be construed as a part thereof.

**Section 9.9. Effect of Certain Social Security Increases upon Benefits.** No benefit payable to any Participant or Beneficiary shall be decreased because of any increase in the Social Security Benefit levels payable under Title II of the Social Security Act or because of any increase in the Social Security wage base under Title II of the Social Security Act.

**Section 9.10. Merger, Consolidation or Transfer.** In the case of any merger or consolidation with, or transfer of assets or liabilities to, any other pension plan, each Participant in this Pension

Fund shall (if this Pension Fund then terminated) be entitled to a benefit immediately after the merger, consolidation or transfer which is not less than the benefit he would have been entitled to immediately before the merger, consolidation or transfer (if this Pension Fund had then terminated) in the event the same is required by the Pension Benefit Guaranty Corporation.

## **ARTICLE X - DAIRY CLASS PARTICIPANTS**

**Section 10.1. Purpose.** The Dairy Fund was merged with this Pension Fund as of May 1, 1976 but administered in accordance with the terms of the Dairy Fund until May 1, 1980. This Article sets forth the pension benefits under this Pension Plan for those Dairy Employees, as defined in Section 10.2(c) herein, who were Participants in the Greater Pittsburgh Dairy Industry Pension Fund or employed by a Dairy Employer, and are now eligible, or become eligible, for pension benefits from this Pension Fund.

(a) Those Dairy Employees who did not have two (2) years of Dairy Employer Contributions made on their behalf after May 1, 1974, and who never had any contributions required to be made on his behalf to this Pension Fund, were only entitled to the retirement benefits to which they would have been entitled under the Dairy Fund Pension Plan in effect immediately prior to May 1, 1976, which Pension Plan is incorporated herein by reference as the benefit schedule for such Dairy Class Participants.

(b) A Dairy Class Participant who had at least two (2) years of Dairy Employer Contributions made on his behalf after May 1, 1974, to the Dairy Fund or this Pension Fund, and who had any contributions required to be made to this Pension Fund, shall be subject to all of the provisions of Articles I through X applied for Participation and Credited Service earned while a Participant in this Plan subject to the following transitional rules reflected in Section 10.3.

### **Section 10.2. Definitions.**

(a) **Dairy Fund.** The term "Dairy Fund" as used herein shall mean the former Greater Pittsburgh Dairy Industry Pension Fund, a qualified pension fund organized to provide pension benefits pursuant to a Trust Agreement and Pension Plan, as amended, funded by contributions under collective bargaining agreements between Dairy Employers and Local Union No. 205.

(b) **Dairy Employer.** The term "Dairy Employer" as used herein shall mean:

(1) Any individual, partnership, cooperative or corporation engaged in the dairy industry in the Greater Pittsburgh Area who or which has a Collective Bargaining Agreement with Local Union No. 205 covering production and distribution employees.

(2) Local Union No. 205 in regard to its full-time officers and other employees.

(c) **Dairy Employee.** The term "Dairy Employee" as used herein shall mean:

(1) Any person employed by a Dairy Employer who is in the collective bargaining unit represented by Local Union No. 205 and who is covered by such Collective Bargaining Agreement.

(2) Full-time officers and other employees of Local Union No. 205, and which Local Union agrees to make regular contributions and to be bound by the terms of

the Trust Agreement and this Pension Plan.

(d) **Local Union No. 205.** The term "Local Union No. 205" as used herein shall mean the Service Personnel and Employees of the Dairy Industry, Local Union No. 205, of Pittsburgh, Pennsylvania, affiliated with the International Brotherhood of Teamsters.

(e) **Dairy Class Participants.** The term "Dairy Class Participants" as used herein shall mean any Dairy Employee who is or may become entitled to participate in the benefits provided for in this Article and Pension Plan.

### **Section 10.3. Transitional Rules.**

(a) **Year of Participation.** In determining Years of Participation, each Year of Past Credited Service granted by the Dairy Fund to a Dairy Class Participant prior to May 1, 1976 shall be counted as a Year of Participation.

(b) **Year of Credited Service.** Each Year of Credited Service granted by the Dairy Fund to the Dairy Class Participant prior to May 1, 1976 shall be counted as a Year of Credited Service in this Plan.

(c) **Accrued Benefit.**

(1) The Accrued Benefit of a Dairy Class Participant, who had at least two (2) years of Dairy Employer Contributions made on his behalf between May 1, 1974 through April 30, 1980, shall equal the product of:

(i) the United Multiplier of \$12.00 for a Dairy Class Participant whose last covered date with this Pension Fund was during the period May 1, 1976 through December 31, 1977; and the United Multiplier of \$13.00 for a Dairy Class Participant whose last covered date with this Pension Fund was during the period January 1, 1978 through April 30, 1980, and

(ii) the Dairy Class Participant's Credited Service as of his Termination Date.

(2) The Accrued Benefit of a Dairy Class Participant eligible to retire after May 1, 1980, who had at least two (2) years of Dairy Employer Contributions made on his behalf after May 1, 1974, and who also had Dairy Employer Contributions made on his behalf after May 1, 1980, shall equal the sum of:

(i) the product of the Unit Multiplier of \$14.00 for Credited Service earned prior to May 1, 1980, and the Dairy Class Participant's Credited Service through May 1, 1980, plus;

(ii) the Accrued Benefit of such Participant determined in accordance with Section 2.1 for Credited Service on and after May 1, 1980.

(d) **Dairy Class Normal Retirement Age.** The term "Dairy Class Normal Retirement Age" as used herein shall refer to Dairy Class Participants, retiring on or after May 1, 1976 with at least two (2) years of Dairy Fund Employer Contributions made on their behalf from May 1, 1974, and shall mean the later of:

- (1) Those retiring prior to May 1, 1979, a Normal Retirement Age of 65;
- (2) Those retiring from May 1, 1979 through April 30, 1980, a Normal Retirement Age of 64;
- (3) Those retiring from May 1, 1980 through April 30, 1981, a Normal Retirement Age of 63;
- (4) Those retiring from May 1, 1981 through April 30, 1982, a Normal Retirement Age of 62;
- (5) Those retiring from May 1, 1982 through April 30, 1983, a Normal Retirement Age of 61;
- (6) Those retiring on and after May 1, 1983, the Normal Retirement Age defined in Section 4.1 of the Plan.

## **ARTICLE XI - BAKERY CLASS PARTICIPANTS**

**Section 11.1. Purpose.** The Bakery Fund was merged into this Pension Fund on January 1, 1979. This Article sets forth the pension benefits under this Pension Plan for those Bakery Employees, as defined in Section 11.2(c) herein, who were Participants in the Bakery Drivers Local 485 and Baking Industry Pension Fund and are now eligible, or become eligible, for pension benefits from this Pension Fund.

(a) Those Bakery Class Participants who were eligible to retire prior to January 1, 1979 and who did not have any contributions required to be made on their behalf to this Pension Fund shall receive such pension payment in the form and amount determined in accordance with the Bakery Fund Trust Agreement and Pension Plan in effect upon the date of such Bakery Employee's retirement.

(b) A Bakery Class Participant who retires on or after January 1, 1979, and who had any contributions required to be made to this Pension Fund, shall be subject to all of the provisions of Articles I through X applied for Participation and Credited Service earned while a Participant in this Plan subject to the following transitional rules reflected in Section 11.3.

### **Section 11.2. Definitions.**

(a) **Bakery Fund.** The term "Bakery Fund" as used herein shall mean the Bakery Drivers Local 485 and Baking Industry Pension Fund, a qualified pension fund organized to provide pension benefits pursuant to a Trust Agreement and Pension Plan, as amended, and funded by contributions under Collective Bargaining Agreements between the Bakery Employers and Local Union No. 485.

(b) **Bakery Employer.** The term "Bakery Employer" as used herein shall mean:

(1) Any individual, partnership, cooperative or corporation in the Greater Pittsburgh Area who or which has a collective bargaining agreement with Local Union No. 485.

(2) Local Union No. 485 in regard to its full-time officers and other employees.

(c) **Bakery Employee.** The term "Bakery Employee" as used herein shall mean:

(1) Any person employed by a Bakery Employer who is in the collective bargaining unit represented by Local Union No. 485 and who is covered by such Collective Bargaining Agreement.

(2) Full-time officers and other employees of Local Union No. 485, and which Local Union agrees to make regular contributions and to be bound by the terms of the Trust Agreement and this Pension Plan.

(d) **Local Union No. 485.** The term "Local Union No. 485" as used herein shall mean the former Bakery Drivers Union, Local Union No. 485 of Pittsburgh, Pennsylvania, affiliated with the International Brotherhood of Teamsters, whose representational duties now reside with Teamsters Local No. 926.

(e) **Bakery Class Participants.** The term "Bakery Class Participants" as used herein shall mean any Bakery Employee who is or may become entitled to participate in the benefits provided for in this Article and Pension Plan.

### **Section 11.3. Transitional Rules.**

(a) **Year of Participation.** In determining Years of Participation, each Year of Credited Service granted by the Bakery Fund to a Bakery Class Participant prior to January 1, 1979 shall be counted as a Year of Participation.

(b) **Year of Credited Service.** Each Year of Credited Service granted by the Bakery Fund to the Bakery Class Participant prior to January 1, 1979 shall be counted as a Year of Credited Service in this Plan.

(c) **Accrued Benefit.**

(1) The Accrued Benefit of a Bakery Class Participant shall equal the sum of:

(i) product of the Unit Multiplier shown in Section 11.3(c)(2) below and the Bakery Class Participant's Credited Service prior to January 1, 1979, And

(ii) the Accrued Benefit of such Participant in accordance with Section 2.1 for Credited Service on and after January 1, 1979.

(2) The Bakery Class Participants shall be subject to a benefit schedule providing Unit Multipliers for each Year of Credited Service prior to January 1, 1979 as follows:

<b><u>Contribution Schedule</u></b>	<b><u>Unit Multiplier</u></b>
\$29.00 - 32.00 - 35.00	\$22.00
\$26.00	\$20.00
\$16.00	\$15.08
\$14.00	\$13.20
\$10.00	\$ 9.43



## **ARTICLE XII - JOHNSTOWN BAKERS CLASS PARTICIPANTS**

**Section 12.1. Purpose.** The Johnstown Bakers Fund was merged into this Pension Fund on January 1, 1993. This Article sets forth the pension benefits under this Pension Plan for those Johnstown Bakers Employees, as defined in Section 12.2(c) herein, who were Participants in the Johnstown Bakers Fund Pension Plan and are now eligible, or become eligible, for pension benefits from this Pension Fund.

(a) Those Johnstown Bakers Class Participants who were eligible to retire prior to January 1, 1993 and who did not have any contributions required to be made on their behalf to this Pension Fund, shall receive such pension payment in the form and amount determined in accordance with the Bakery Fund Trust Agreement and Pension Plan in effect upon the date of such Bakery Employee's retirement.

(b) A Johnstown Bakers Class Participant who retires on or after January 1, 1993, and who had any contributions required to be made to this Pension Fund, shall be subject to all of the provisions of Articles I through X applied for Participation and Credited Service earned while a Participant in this Plan subject to the following transitional rules reflected in Section 12.3.

### **Section 12.2. Definitions.**

(a) **Johnstown Bakers Fund.** The term "Johnstown Bakers Fund" as used herein shall mean the Johnstown Bakers and Teamsters' Unions Pension Agreement, a qualified pension fund organized to provide pension benefits pursuant to a Pension Plan, as amended, and funded by contributions under Collective Bargaining Agreements between the Johnstown Bakers Employers and Local Union No. 110.

(b) **Johnstown Bakers Employer.** The term "Johnstown Bakers Employer" as used herein shall mean:

(1) An individual, partnership, cooperative or corporation in the Johnstown, Pennsylvania Area who or which has a Collective Bargaining Agreement with Local Union No. 110.

(2) Local Union No. 110 in regard to its full-time officers and other employees.

(c) **Johnstown Bakers Employee.** The term "Johnstown Bakers Employee" as used herein shall mean:

(1) Any person employed by a Johnstown Bakers Employer who is in the collective bargaining unit represented by Local Union No. 110 and who is covered by such Collective Bargaining Agreement.

(2) Full-time officers and other employees of Local Union No. 110, and which Local Union agrees to make regular contributions and to be bound by the terms of the Trust Agreement and this Pension Plan.

(d) **Local Union No. 110.** The term "Local Union No. 110" as used herein shall mean the Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 110, Ebensburg, Pennsylvania, affiliated with the International Brotherhood of Teamsters.

(e) **Johnstown Bakers Class Participants.** The term "Johnstown Bakers Class Participants" as used herein shall mean any Johnstown Bakers Employee who is or may become entitled to participate in the benefits provided for in this Article and Pension Plan.

### **Section 12.3. Transitional Rules.**

(a) **Year of Participation.** In determining Years of Participation, each Year of Credited Service granted by the Johnstown Bakers Fund to a Johnstown Bakers Class Participant prior to January 1, 1993 shall be counted as a Year of Participation.

(b) **Year of Credited Service.** Each Year of Credited Service granted by the Johnstown Bakers Fund to the Johnstown Bakers Class Participant prior to January 1, 1993 shall be counted as a Year of Credited Service in this Plan.

(c) **Accrued Benefit.**

(1) The Accrued Benefit of a Johnstown Bakers Class Participant shall equal the sum of:

(i) product of the Unit Multiplier shown in Section 12.3(c)(2) below and the Johnstown Bakers Class Participant's Credited Service prior to January 1, 1993, And

(ii) the Accrued Benefit of such Participant in accordance with Section 2.1 for Credited Service on and after January 1, 1993.

(2) The Johnstown Bakers Class Participants shall be subject to the benefit schedule providing Unit Multipliers for each Year of Credited Service as follows:

<b><u>Contribution Schedule</u></b>	<b><u>Unit Multiplier</u></b>
Credited Service Earned Through December 31, 1987 At Highest Contribution Schedule	\$15.50
Credited Service Earned After December 31, 1987 and Through December 31, 1992 - At Highest Contribution Schedule	\$18.50
Credited Service Earned As of January 1, 1993 - At Highest Contribution Schedule	\$42.50

**APPENDIX A**  
**WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND**  
**CONTRIBUTION AND BENEFIT SCHEDULE**

**I. Effective October 1, 1979** - In order to maintain current Unit Multipliers, all contribution classes \$25.00-\$28.00-\$31.00 and below must increase the negotiated contributions rate by at least \$1.00 per week (subject to the proviso below) in each year of contracts negotiated after October 1, 1979 (minimum contract period - three years) until sufficient contributions have been negotiated to eliminate any contribution deficits on or before October 1, 1985. The contribution classes affected by this will be closed to any newly-bargained contracts during the period in which the contributions are not sufficient to support the Unit Multiplier. If, during any three (3) year contract period commencing after October 1, 1979, the negotiated contribution is less than the minimum increase specified, or if the deficit has not been eliminated by October 1, 1985, the Unit Multiplier for future accruals will be reduced to the amount which contributions will support, as shown below on Schedules A and B. In those cases where the deficit exceeds \$6.00, the contract must provide for increases in the negotiated contribution rate in excess of \$1.00 per week in each year of contracts negotiated after October 1, 1979 to eliminate the deficit on or before October 1, 1985.

Employers who participated in this Pension Plan as of September 1, 1979, or prior thereto, are subject to the new Unit Multipliers and contribution schedules listed in Schedule A below. Employers participating in this Pension Plan after September 1, 1979 are subject to the Unit Multipliers and contribution schedules listed in Schedule B below.

**II. Effective October 1, 1989** - For all Credited Service earned by a Participant on and after that date who has contributions made on his behalf by an Employer in deficit, such Credited Service shall not be subject to the application of the deficit program and shall be subject to the non-deficit Unit Multipliers listed in Schedules A and B, as appropriate.

**III. Effective April 1, 1986** - Except as provided otherwise below, effective for all contracts negotiated or renegotiated, and made effective on or after April 1, 1986, increases in Unit Multipliers resulting from increased contribution rates shall be granted only for each Year of Credited Service earned after the effective date of the said contract, for Participants for whom contributions are made on their behalf at contribution classes which are not in deficit as defined above. The increase in Unit Multipliers provided herein shall be effective after April 1, 1986 for Participants for whom contributions are made on their behalf at deficit contribution classes only upon the effective date of the contract eliminating the deficits by the Employer as provided above.

**IV. Effective June 1, 1990** - Increased contribution rates required by contract on and after June 1, 1990 shall result in an increase in the Unit Multiplier for each Year of Credited Service earned after the effective date of such increase only for Normal and Early Retirement pensions on the basis of an increase of \$1.50 in the Unit Multiplier for each \$1.00 increase in the negotiated contribution rate. This increase in the Unit Multiplier shall not be applicable for the \$2.00 increase in the contribution rate in excess of \$84.00 (i.e., contribution dollars 85 and 86), and shall be applicable only to increases in a Contributing Employer's contribution rate in excess of the contributing rate of the said Contributing Employer in effect on June 1, 1990. The early pension reduction factors provided at Section 4.4(b) herein shall be applied, as required, to all years of service credit earned by such Participants. Provided however, that in the event that a Contributing Employer

had contributed prior to June 1, 1990 at a higher contribution rate than the Contributing Employer's contribution rate in effect on June 1, 1990, the said increase in the Unit Multiplier shall apply only upon the reinstatement of the contribution rate to the previously highest contribution rate in effect prior to June 1, 1990. Provided further, however, that any reduction in the contribution rate by a Contributing Employer after June 1, 1990 shall result in the corresponding reduction in the Unit Multiplier in the manner provided above and as provided in Schedule B below.

**V. Effective June 1, 1991 -** The Unit Multiplier applicable to Participants employed by an employer who becomes a Contributing Employer effective on or after June 1, 1991, shall be determined as follows:

(1) The Unit Multiplier applicable to any Past Credited Service (up to the maximum of five (5) years) granted pursuant to Section 4.1(b)(i) herein, and applicable to the period covered by the Contributing Employer's initial contract or the Contributing Employer's initial three (3) year period of participation in the Pension Plan, whichever period is the longest, shall be subject to the Unit Multipliers and the contribution schedules listed in Schedule B below.

(2) Effective with the first increase in the contribution rate following the expiration of the Contributing Employer's initial contract or the Contributing Employer's initial three (3) year period of participation in the Pension Plan, whichever period is the longest, the Unit Multiplier shall be increased on the basis of an increase of \$1.50 in the Unit Multiplier for each \$1.00 increase in the negotiated contribution rate as provided above in Paragraph (1), subject to a limit in the increase in the contribution rate schedule of no more than a total of fifteen (\$15.00) dollars over the highest contribution rate of the previous contract or three (3) year period, whichever period is the longest. The said fifteen (\$15.00) dollar limit shall be applicable for the term of the second contract, or three (3) year period, whichever period is the longest.

(3) Any increases in the contribution rate by the Contributing Employer pursuant to a contract effective after the periods described in Paragraphs (1) and (2) above shall result in an increase in the Unit Multiplier on the basis of an increase of \$1.50 in the Unit Multiplier for each \$1.00 in the negotiated contribution rate as provided above in Paragraph (1).

**VI. Effective July 1, 2006 -** The Unit Multiplier applicable to a Participant whose Employer is required to make contributions for such Participant on and after July 1, 2006, and for Credited Service earned on and after July 1, 2006, shall be two (2.00%) percent of the amount of Employer Contributions required to be paid into the Pension Fund for such Participant if such Participant's Unit Multiplier immediately prior to July 1, 2006 exceeded two (2.00%) percent of the amount of such Employer Contributions. In the event a Participant's Unit Multiplier is less than two (2.00%) percent of the amount of Employer Contributions required to be paid into the Pension Fund for such Participant for Credited Service earned on and after July 1, 2006, such Participant's Unit Multiplier shall not be subject to the two (2.00%) percent requirement stated above.

**VII. Effective August 1, 2008 -** The Unit Multiplier applicable to the service earned on and after August 1, 2008 by a Participant shall range from 0.40% to 1.00% of contributions depending upon the annual percentage increase in contributions resulting from collective bargaining, as follows:

Contribution Increase of at least:	0%	1.00%	2.00%	3.00%	4.00%	5.00%	6.00%
Unit Multiplier	0.40%	0.50%	0.60%	0.70%	0.80%	0.90%	1.00%

**VIII. Effective February 1, 2011** – The unit multiplier for any Participant covered under the Preferred Schedule of the Rehabilitation Plan shall be 0.5% of Employer Contributions required to be made on his behalf. The unit multiplier of any Participant covered under the Default Schedule shall be the same percentage in effect immediately prior to becoming subject to the Default Schedule except that such percentage will only be applied to the portion of Employer Contribution required to be made on the Participant's behalf based on the contribution rate in effect immediately prior to the date he becomes covered under the Default Schedule. Contribution rate increases that occur after that date will not be taken into account for benefit accrual purposes.

**IX. Effective January 1, 2014** – For any Participant of a New Employer described in Appendix G, the unit multiplier shall be 1.0% of Employer Contributions required to be made by the New Employer as a New Employer.





**SCHEDULE B - UNIT MULTIPLIERS**  
**AND CONTRIBUTION RATES FOR EMPLOYERS**  
**PARTICIPATING AFTER SEPTEMBER 1, 1979**  
**APPLICABLE TO SERVICE EARNED PRIOR TO JULY 1, 2006**  
(Rates for Each Year Under a 3 Year Contract Unless  
Otherwise Stated)

<b><u>Contribution Schedule</u></b>	<b><u>Unit Multiplier</u></b> <b><u>(Normal, Early and</u></b> <b><u>Vested Benefits)</u></b>	<b><u>Unit Multiplier</u></b> <b><u>(Disability)</u></b> <b><u>Benefits)</u></b>
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**TABLE 1**

\$41.00	\$46.00	\$51.00	\$30.00	\$20.00
38.00	43.00	48.00	28.49	20.00
35.00	40.00	45.00	26.97	20.00
30.00	35.00	40.00	24.45	20.00
32.00	33.50	35.00	22.21	20.00
29.00	32.00	35.00	22.00	20.00
26.00	29.00	32.00	20.10	20.00
27.00	29.50	32.00	20.41	20.00
29.00	30.00	31.00	19.71	20.00

**TABLE 2 - \$1.00 Increase In Successive**  
**Contract Years**

\$7.00	\$ 8.00	\$ 9.00	\$ 5.70	\$ 5.70
8.00	9.00	10.00	6.35	6.35
9.00	10.00	11.00	7.00	7.00
10.00	11.00	12.00	7.64	7.64
11.00	12.00	13.00	8.29	8.29
12.00	13.00	14.00	8.94	8.94
13.00	14.00	15.00	9.59	9.59
14.00	15.00	16.00	10.23	10.23
15.00	16.00	17.00	10.89	10.89
16.00	17.00	18.00	11.53	11.53
17.00	18.00	19.00	12.18	12.18
18.00	19.00	20.00	12.83	12.83
19.00	20.00	21.00	13.47	13.47
20.00	21.00	22.00	14.13	14.13
21.00	22.00	23.00	14.77	14.77
22.00	23.00	24.00	15.42	15.42
23.00	24.00	25.00	16.07	16.07
24.00	25.00	26.00	16.71	16.71
25.00	26.00	27.00	17.37	17.37
26.00	27.00	28.00	18.01	18.01
27.00	28.00	29.00	18.66	18.66
28.00	29.00	30.00	19.31	19.31



**TABLE 3 - Level Contribution Schedule**

<b><u>Contribution Schedule</u></b>			<b><u>Unit Multiplier (Normal, Early and Vested Benefits)</u></b>	<b><u>Unit Multiplier (Disability) Benefits)</u></b>
\$16.00	\$16.00	\$16.00	\$10.37	\$10.37
17.00	17.00	17.00	11.02	11.02
18.00	18.00	18.00	11.66	11.66
19.00	19.00	19.00	12.31	12.31
20.00	20.00	20.00	12.96	12.96
21.00	21.00	21.00	13.61	13.61
24.00	24.00	24.00	15.55	15.55
30.00	30.00	30.00	19.44	19.44

Participants retiring after April 1, 1979, who were employed by Employers participating in this Pension Fund as of September 1, 1979, or prior thereto, shall have their monthly benefit per Year of Credited Service (Unit Multiplier) determined in accordance with Schedule A showing the Unit Multiplier for various negotiated contribution schedules. Subject to the "jump" provision below and the conditions listed above, the applicable contribution schedule to calculate the Unit Multiplier from Schedule A shall be that schedule under which contributions are being made for the Participant in the contract period in which the Participant retires or otherwise leaves Covered Employment, whichever is earlier.

Participants retiring after April 1, 1979, who were employed by Employers participating in this Pension Fund after September 1, 1979, shall have their monthly benefit per Year of Credited Service (Unit Multiplier) determined in accordance with Schedule B showing the Unit Multiplier for various negotiated contribution schedules. Subject to the "jump" provision below and the conditions listed above, the applicable contribution schedule to calculate the Unit Multiplier from Schedule B shall be that Table under which contributions are being made for the Participant in the contract period in which the Participant retires or otherwise leaves Covered Employment, whichever is earlier.

### **Jump Provision**

If a contribution schedule is negotiated in which: (1) the weekly contribution in the first year of the new contract exceeds the weekly contribution in the last year of the prior contract by more than \$5.00 plus the amount of the deficit for such contribution schedule; or (2) a weekly contribution schedule in any year of the new contract exceeds the weekly contribution schedule in the immediate prior year by more than \$5.00, plus any remaining deficit in the contribution schedule, the applicable contribution Schedule to determine the Unit Multiplier from either Schedule A or Schedule B in the first thirty (30) months of the new contract shall be the Unit Multiplier provided by the contribution schedule in the prior contract. This Jump Provision shall not have any application to a newly negotiated contribution schedule in excess of contribution schedule - \$41.00-\$46.00-\$51.00.

The Jump Provision shall not be applicable to Credited Service earned pursuant to contracts negotiated or renegotiated, and made effective on or after April 1, 1986, for Participants for whom contributions are made on their behalf at contribution schedules which are not in deficit as defined above. The Jump Provision shall continue to be in effect for Credited Service earned pursuant to

contracts negotiated or renegotiated, and made effective on or after April 1, 1986, for Participants for whom contributions are made on their behalf at deficit contribution schedules until the effective date of the contract eliminating the deficits by the Employer as provided above.

**Adjustment of Unit Multiplier for Special Cases**

If a Participant earns Credited Service in this Pension Fund in two or more contribution Schedules for any reason, and retires or otherwise leaves Covered Employment at the lower contribution schedule, the Unit Multiplier shall be calculated by prorating the Unit Multipliers under each contribution schedule.

**Benefits for Participants Retiring After April 1, 1982**  
**Under Contracts Requiring Contributions of \$58.00**  
**Per Week Effective April 1, 1982 and \$62.00 Per**  
**Week Effective April 1, 1983**  
**And Thereafter**

For those Participants retiring after April 1, 1982, under Collective Bargaining Agreements requiring contributions of \$58.00 per week effective April 1, 1982, and \$62.00 per week effective April 1, 1983, the following is applicable:

1. An increased Unit Multiplier of \$35.00 will be granted for each year of Credited Service earned after April 1, 1982 for Normal and Early Retirement pensions only.
2. The maximum of years of service credit provided at Section 4.1(b)(3) herein shall not apply to Years of Credited Service earned after April 1, 1982 by such Participants.
3. The early pension reduction factors provided at Section 4.4(b) herein will be applied, as required, to all Years of Credited Service earned by such Participants.
4. The Spouse of such Participant will be eligible for the Qualified Survivor Benefit provided at Section 4.8 herein if such Participant dies after April 1, 1982, and (a) has either attained age fifty-five (55) and earned fifteen (15) Years of Credited Service, or earned twenty-five (25) Years of Credited Service, and (b) met all of the other eligibility requirements stated in Section 4.8(a) herein. The calculation of the Qualified Survivor Benefit for the Spouse of a Participant who dies prior to attaining age fifty-five (55), and is otherwise eligible for receipt for such benefit under this Section, will be as follows:
  - a. The maximum reduction applied pursuant to Section 4.4(b) herein will be forth-two (42) percent.
  - b. The age of fifty-five (55) for the Participant will be assumed to determine the joint and survivor factor.
  - c. The actual age of the Spouse will be utilized to determine the joint and survivor factor.

The increase of benefits provided in this Section will become applicable to other Participants on the date when the Collective Bargaining Agreement under which such Participants are employed required contributions at the levels of \$58.00 and \$62.00 per week in successive years.

**Benefits for Participants Retiring After January 1, 1987**  
**Under Contracts Requiring Contributions of \$64.00**  
**Per Week Effective April 1, 1985, \$68.00 Per Week**  
**Effective April 1, 1986, and \$72.00 Per Week Effective**  
**April 1, 1987 and Thereafter**

Notwithstanding any other provisions in this Pension Plan, for those Participants retiring on or after January 1, 1987, under Collective Bargaining Agreements requiring contributions of \$64.00 per week effective April 1, 1985, \$68.00 per week effective April 1, 1986, and \$72.00 per week effective April 1, 1987, the following is applicable:

1. For Credited Service earned during the period of January 1, 1987 to March 31, 1987, a Unit Multiplier of \$50.00 per Year of Credited Service will be granted for Normal and Early Retirement pensions only.
2. A Unit Multiplier of \$60.00 will be granted for each Year of Credited Service earned after April 1, 1987 for Normal and Early Retirement pensions only.
3. The early pension reduction factors provided at Section 4.4(b) herein will be applied, as required, to all Years of Credited Service earned by such Participants.

The increase of benefits provided in this Section will become applicable to other Participants three (3) months prior to the date when the Collective Bargaining Agreement under which such Participants are employed requires contributions at the level of \$72.00 per week, but in no event shall the increase in benefits provided in this Section be effective prior to January 1, 1987.

**Benefits for Participants under Contracts Requiring**  
**Contributions of \$82.00 Per Week Effective April 1, 1988**

Notwithstanding any other provisions in this Pension Plan, for those Participants under Collective Bargaining Agreements requiring contributions of \$82.00 per week effective April 1, 1988, the following is applicable:

1. A Unit Multiplier of \$75.00 will be granted for each Year of Credited Service earned after April 1, 1988 for Normal and Early Retirement pensions only.
2. An increase of \$3.00 in the Unit Multiplier will be granted for each Year of Credited Service earned after April 1, 1989 for Normal and Early Retirement pensions only, as a result of each \$2.00 increase in a contribution rate over \$82.00 through \$88.00 per week, except that an increase in the Unit Multiplier will not be granted for the \$2.00 increase in the contribution rate (dollars 85 and 86) in excess of \$84.00, and such an increase in the Unit Multiplier is effective as of the effective date of the increased contribution rate and shall be in effect for contracts taking effect through March 31, 1990.

3. The early pension reduction factors provided at Section 4.4(b) herein will be applied, as required, to all Years of Credited Service earned by such Participants.

The increase of benefits provided in this Section will become applicable to other Participants when the Collective Bargaining Agreement under which such Participants are employed requires contributions at the level of \$82.00 per week on or after April 1, 1988.

**Benefits for Participants under Contracts Requiring  
Contributions of \$80.00 Per Week Effective August 1, 1988**

Notwithstanding any other provision in this Pension Plan, for those Participants under Collective Bargaining Agreements requiring contributions of \$80.00 per week effective August 1, 1988, the following is applicable:

1. A Unit Multiplier of \$72.00 will be granted for each Year of Credited Service earned after August 1, 1988 for Normal and Early Retirement pensions only.
2. The early pension reduction factors provided at Section 4.4(b) herein will be applied, as required, to all Years of Credited Service earned by such Participants.

The increase of benefits provided in this Section will become applicable to other Participants when the Collective Bargaining Agreement under which such Participants are employed requires contributions at the level of \$80.00 per week on or after August 1, 1988.

**Benefits for Participants under Contracts Requiring  
Contributions of \$106.00 Per Week**

The Unit Multiplier applicable to Participants whose Employer is required to make contributions at the \$106.00 per week contribution rate or higher, and who are subject to the requirements for the \$2,000 Monthly 30-And-Out Benefit provided at Section 4.11(c) herein, shall be determined as follows:

- (1) The Unit Multiplier applicable to the first seven (7) months of contributions required at the \$106.00 per week contribution rate shall be \$108.00 or as provided otherwise by this Appendix A; and
- (2) The Unit Multiplier applicable to the remaining period when contributions are required at the \$106.00 per week or higher contribution rate shall be \$96.00 or as provided otherwise by this Appendix A; and
- (3) The Unit Multiplier applicable to any increase in the contribution rate of \$106.00 after a one (1) year period shall result in an increase in the \$96.00 Unit Multiplier of \$1.50 for each \$1.00 increase in the negotiated contribution rate.

**Benefits for Participants under Contracts Requiring  
Contributions of \$116.00 Per Week**

The Unit Multiplier applicable to Participants whose Employer is required to make contri-

butions at the \$116.00 per week contribution rate or higher, and who are subject to the requirements for the \$1,500 Monthly 25-And-Out Benefit provided at Section 4.12(c) herein, shall be determined as follows:

(1) The Unit Multiplier applicable following the first three (3) months of contributions required at the \$116.00 per week contribution rate, or three (3) months from September 1, 1994, whichever date is later, shall be reduced by \$15.00; and

(2) The Unit Multiplier applicable to any increase in the contribution rate of \$116.00 after a one (1) year period shall result in an increase in the Unit Multiplier of \$1.50 for each \$1.00 increase in the negotiated contribution rate.

**APPENDIX B**  
**AMENDMENT PROVIDING FOR ALTERNATIVE METHOD FOR ALLOCATION OF**  
**UNFUNDED VESTED BENEFITS**

(1). **PREAMBLE AND DEFINITIONS.**

(a) **Preamble.**

This Appendix G sets forth and describes the rules and regulations applicable to Employer Withdrawal Liability pursuant to and in addition to those set forth in ERISA. The term "Employer" as used herein shall be defined as in ERISA and governing law, and trades and businesses under common control shall constitute a single Employer as provided under ERISA Section 4001(b).

(b) **Definitions.**

(1) **New Employer.**

New Employer means an Employer who has been accepted to participate or reenter the Fund by the Trustees and:

(i) first became obligated to contribute under the Plan after January 1, 2014; or,

(ii) an Existing Employer who reenters the Fund after having completely withdrawn from the Fund and pays its full withdrawal liability payment schedule in a lump sum, as determined by the Trustees' after consideration of specific matters raised through an ERISA Section 4219(b)(2) request for review relating to the determination of the employer's withdrawal liability or payment schedule or relating to the collectability of the withdrawal liability payments.

(2) **Existing Employer.**

Existing Employer means an Employer other than a New Employer.

(3) **Non-Forfeitable Benefits Directly Attributable To New Employers.**

Non-forfeitable benefits directly attributable to New Employers means the benefits earned by participants as a result of service with a New Employer.

(4) **Directly Attributable Assets.**

Directly attributable assets means the sum of all contributions made under the Plan and withdrawal liability payments by New Employers, adjusted annually by the New Employer Pool's share of Plan investment earnings and administrative expenses, and reduced by the benefit payments made for attributable benefits.

(i) The share of administrative expenses allocated to the New Employer Pool's directly attributable assets is equal to the total Plan administrative expenses multiplied by the ratio of New Employer contributions for the Plan Year to all Employer contributions for the Plan Year.

- (ii) The share of investment earnings (net of investment expenses, including management and custodial fees) allocated to the New Employer Pool's directly attributable assets is computed by calculating the return on Plan's assets for the Plan Year and applying that return to the attributed assets, contributions, benefit payments and administrative expenses. For this purpose, all cash flows will be assumed to occur mid-year and the return will be computed using the formula:

Return = Net Investment Income ÷ Average Assets.

Where Average Assets = Sum of Market Value at the start of the Plan year less 50% of Net Non-Investment Income/Loss.

(2). **CALCULATION OF WITHDRAWAL LIABILITY.**

Effective for withdrawals that occur on or after January 1, 2014, the Plan shall create two pools of unfunded vested benefits. One pool shall be known as the "New Employer Pool" and the other pool shall be known as the "Existing Employer Pool". The New Employer Pool shall consist of the assets and non-forfeitable benefits directly attributable to employers assigned to this pool. The Existing Employer Pool shall consist of all Plan assets and non-forfeitable benefits that are not directly attributable to the New Employer Pool.

(a) **New Employers.**

The amount of unfunded vested benefits allocable to a New Employer who withdraws from the Plan shall be the unfunded vested benefits allocable to such New Employer using the direct attribution method set forth under ERISA §4211(c)(4). For purposes of determining withdrawal liability and allocating unfunded vested benefits that are not attributable to service with a New Employer who withdraws from the Plan, the New Employer Pool and the Existing Employer Pool will be treated as if they were two separate and distinct multiemployer plans for withdrawal liability purposes only, and no portion of the unfunded vested benefits that are allocable to the Existing Employer Pool will be allocated to the New Employer Pool.

(b) **Existing Employers.**

The amount of unfunded vested benefits allocable to an Existing Employer who withdraws from the Plan shall be calculated under the statutory presumptive method set forth under ERISA §4211(b), adjusted to exclude New Employer contributions used in the direct attribution method.

(3). **CESSATION OF EXISTING EMPLOYER POOL.**

If all Existing Employers cease to be obligated to contribute to the Plan, the New Employer Pool and the Existing Employer Pool shall be discontinued and the Plan shall use the one-pool rolling-5 method set forth under ERISA Section 4211(c)(3) to determine allocable unfunded vested benefits for withdrawals that occur for Plan Years following the year in which all Existing Employers ceased to be obligated to contribute. In the event of a mass

withdrawal, a New Employer that withdrew from the Existing Employer Pool more than three (3) Plan Years prior to the date of the mass withdrawal shall not be subject to or assessed any reallocation liability.

(4). **CESSATION OF NEW EMPLOYER POOL.**

If in any Plan Year all New Employers cease to be obligated to contribute to the Plan, the New Employer Pool and the Existing Employer Pool shall be discontinued and the Plan shall use the presumptive method to determine allocable unfunded vested benefits for withdrawals that occur in the following Plan Year. Should an Employer subsequently commence participation in the Plan during a period in which there is no New Employer Pool, a New Employer Pool will be established for that New Employer and all subsequent New Employers.



**APPENDIX C**  
**2014 UPDATE TO THE 2010 REHABILITATION PLAN**

The following contains all provisions of the 2010 Rehabilitation Plan as updated through 2014. The objective of the Pension Fund's Rehabilitation Plan is to forestall insolvency.

The Rehabilitation Plan which is restated herein now contains three Schedules ("Preferred", "Default" and "Distressed"). Upon the stated expiration date of a collective bargaining agreement or participation agreement, the Rehabilitation Plan and the PPA require that Bargaining Parties must select, or have imposed, either the Preferred or Default Schedule. The Distress Employer Schedule may only be selected upon a finding by the Trustees, in their sole discretion, that the employer meets all qualifications for the Distress Employer Schedule.

In the event the Bargaining Parties cannot agree to selection of a Schedule within 180 days, the Default Schedule will be imposed by operation of law. Bargaining Parties who select a Rehabilitation Plan Schedule can rely on the contribution rates for the duration of their collective bargaining agreement, subject to a maximum term of five years.

**A. Preferred Schedule**

The Preferred Schedule requires that the Bargaining Parties provide for contribution increases of at least six (6%) percent, compounded annually, in pending, renewed or amended collective bargaining agreements and participation agreements. If a six (6%) percent increase was not achieved by the last day of the 2011 Plan Year, the Bargaining Parties will be legally required to choose from higher contribution increase levels. The Unit Multiplier percentage used for benefit accruals for service earned on and after February 1, 2011 is equal to 0.5% of contributions. Adjustable Benefits are retained, reduced or eliminated to a lesser degree under the Preferred Schedule than under the Default Plan, as described below:

**A.1. Benefits Earned Prior to August 1, 2008**

- A.1.1.** There is no change to accrued benefits earned prior to August 1, 2008 and payable under the straight life option at Normal Retirement Age 60. A Participant can still retire at Early Retirement Age 55 with 15 years of Credited Service or at any age upon completion of 25 years of Future Credited Service. However, unless excepted as provided below, actuarial reductions will be applied for early retirement and for the selection of Joint & Survivor and Ten Year Certain options.
- A.1.2.** Participants who have attained eligibility for the 25-And-Out (Accrued), 30-And-Out (Accrued), Special 25-And-Out (\$1,500, \$2,000 or \$2,500) or Special 30-And-Out (\$2,000, \$3,000 or \$3,500) Benefits by February 1, 2011 can still retire at any time and can have the pre-August 1, 2008 benefit paid with no reduction for early retirement.

- A.1.3.** Participants who have not attained eligibility for the 25-And-Out (Accrued), 30-And-Out (Accrued), Special 25-And-Out (\$1,500, \$2,000 or \$2,500) or Special 30-And-Out (\$2,000, \$3,000 or \$3,500) Benefits by February 1, 2011, but later attain the necessary years of service, can still retire and can have the pre-August 1, 2008 benefit paid; however, an early retirement reduction applies if retirement is before age 55.
- A.1.4.** There is no change to the pre-August 1, 2008 portion of the standard early retirement benefit for Participants who are eligible by February 1, 2011, based on having attained Age 55 and 15 years of Credited Service.
- A.1.5.** Participants who have attained eligibility for the 25-And-Out (Accrued), Early or Normal retirement by February 1, 2011 can retire with no change in the actuarial reductions for Joint & Survivor or Ten Year Certain options with respect to benefits earned prior to August 1, 2008.

**A.2. Benefits Earned After August 1, 2008 but Prior to February 1, 2011** *(all benefits earned during this period are defined in the 2008 Funding Improvement Plan, have not been changed under this Rehabilitation Plan, and are summarized below)*

- A.2.1.** There is no additional change to benefits earned for service between August 1, 2008 and February 1, 2011 beyond that stated in the 2008 Funding Improvement Plan involving application of actuarial reductions for early retirement, Joint & Survivor and Ten Year Certain options.
- A.2.2.** There is no additional change to early retirement reductions (if any) for service earned between August 1, 2008 and February 1, 2011 beyond that stated in the 2008 Funding Improvement Plan involving application of early retirement reductions based on a Normal Retirement Age of 62. Vested Participants with pre-August 1, 2008 service continue to be eligible to retire at Age 60.
- A.2.3.** There is no additional change to the 25-And-Out (Accrued), 30-And-Out (Accrued), and subsequent portions of the Special 25-And-Out (\$1,500, \$2,000 or \$2,500) or Special 30-And-Out (\$2,000, \$3,000 or \$3,500) Benefits earned between August 1, 2008 and February 1, 2011 beyond that stated in the 2008 Funding Improvement Plan involving application of all reduction factors for early retirement, Joint & Survivor and Ten Year Certain options.
- A.2.4.** There is no additional change to the pro-rata treatment of the Special 25-And-Out (\$1,500, \$2,000 or \$2,500) Benefits or the Special 30-And-Out (\$2,000, \$3,000 or \$3,500) Benefits earned between August 1, 2008 and February 1, 2011 beyond that described in the 2008 Funding Improvement Plan involving application of reduction factors for early retirement, Joint & Survivor and Ten Year Certain options.
- A.2.5.** There is no additional change to the continuation of the Special 25-And-Out (\$1,500, \$2,000 or \$2,500) or Special 30-And-Out (\$2,000, \$3,000 or \$3,500)

Benefits, as described in the 2008 Funding Improvement Plan for any participant whose employer contributed at or above the \$225 weekly level by the end of the 2008 Plan Year for benefits earned between August 1, 2008 and February 1, 2011 beyond that described in the 2008 Funding Improvement Plan involving application of reduction factors for early retirement, Joint & Survivor and Ten Year Certain options.

### **A.3. Benefits Earned After February 1, 2011**

- A.3.1.** For service earned on or after February 1, 2011, the Unit Multiplier percentage is 0.5% of contributions, including contribution increases required under the Preferred Schedule (i.e., future contribution increases are benefit bearing).
- A.3.2.** Early retirement, Joint & Survivor and Ten Year Certain reductions apply for all Accrued and Special benefits earned on or after February 1, 2011. Early retirement reductions are based on a Normal Retirement Age of 65. However, vested Participants who entered the Pension Fund prior to August 1, 2008 or February 1, 2011 remain eligible to retire at Age 60 or Age 62, respectively.
- A.3.3.** Participants who enter the Pension Fund after February 1, 2011 become 100% vested after having 5 Years of Participation. Participants who have Credited Service between January 1, 1999 and January 31, 2011 retain the right to be 100% vested after 3 Years of Participation.
- A.3.4.** For benefits earned on or after February 1, 2011, there is no change to the continuation of the Special 25-And-Out (\$1,500, \$2,000 or \$2,500) or the Special 30-And-Out (\$2,000, \$3,000 or \$3,500) Benefits for any Participant whose employer contributed at or above the \$225 weekly level by the end of the 2008 Plan Year, subject to the reductions stated in A.3.2.

### **A.4. BENEFITS EARNED DURING ANY PERIOD OF TIME**

- A.4.1.** There is no change in any earned benefit of Participants retiring prior to February 1, 2011.
- A.4.2.** The burial benefit is eliminated for Participants retiring after February 1, 2011.
- A.4.3.** Effective February 1, 2011, the disability benefit is eliminated except for disability retirees in pay status or Participants who have been found to have a disability onset date prior to February 1, 2011, as determined by Social Security Administration.
- A.4.4.** There is no change to the 10 Year Certain Pre-Retirement Survivor Benefit, subject to actuarial reduction for that portion earned after August 1, 2008.

## **A.5. CONTRIBUTION REQUIREMENTS**

- A.5.1.** The Preferred Schedule of benefits only applies to collective bargaining agreements or participation agreements which have contribution increases of six (6%) percent, compounded annually, beginning no later than the last day of the 2011 Plan Year.
- A.5.2.** Annual contribution increases set forth in collective bargaining agreements and participation agreements in effect on the date of this notice are considered in determining whether the six (6%) percent increase in Item A.5.1 has been achieved.
- A.5.3.** After 2011, Bargaining Parties who have not provided annual six (6%) percent contribution increases beginning in 2011 can only choose the Preferred Schedule with contribution increases (subject to Annual Updates - See Section V) beginning in later years as set forth below:

<b>CBA Renewal in Plan Year</b>	<b>Minimum Required Annual Increases</b>
2012	8% for a minimum of 3 years followed by 6% increases
2013	10% for a minimum of 3 years followed by 6% increases
2014	12% for a minimum of 3 years followed by 6% increases
2015	14% for a minimum of 3 years followed by 6% increases

## **B. Default Schedule**

The Bargaining Parties must provide for contribution increases of at least eight (8%) percent, compounded annually, in pending, renewed or amended collective bargaining agreements and participation agreements. If an eight (8%) percent increase was not achieved by the last day of the 2011 Plan Year, the Bargaining Parties will have higher contribution increase levels upon expiration of their agreement. The Default Schedule provides a frozen Unit Multiplier for future benefit accruals as expressly required under the PPA. The Default Schedule contains a significantly greater elimination or reduction in Adjustable Benefits than the Preferred Schedule, as set forth below.

If the Default Schedule is selected or imposed, the Pension Fund will not accept any subsequent collective bargaining agreements covering that bargaining unit which are compliant with the Preferred Schedule, except as determined by the Board of Trustees in their sole discretion.

### **B.1. Benefits**

- B.1.1.** The Unit Multiplier percentage for benefits earned after selection or imposition of a Default Schedule is frozen based on the January 31, 2011 contribution

level, as set under the 2008 Funding Improvement Plan (ranging between 0.4% to 1.0% of contributions).

- B.1.2.** Contribution increases are non-benefit bearing. This means that the Unit Multiplier percentage will only apply to the contribution rate in effect immediately before the selection or imposition of a Default Schedule.
- B.1.3.** For service earned on or after February 1, 2011, the Normal Retirement Age is increased from Age 62 to Age 65. Participants who entered the Pension Fund prior to August 1, 2008 or February 1, 2011 remain eligible to retire at Age 60 or Age 62, respectively. Eligibility for Early Retirement (subject to reductions) is maintained for Participants upon attaining 25 Years of Future Credited Service at any age, or at Age 55 with 15 Years of Credited Service.
- B.1.4.** The Special 25-And-Out (\$1,500, \$2,000 or \$2,500) and Special 30-And-Out (\$2,000, \$3,000 or \$3,500) Benefits, as described in the 2008 Funding Improvement Plan for any Participant whose employer contributed at or above the \$225 weekly level by the end of the 2008 Plan Year will be frozen at the accrued level as of the date a Participant becomes subject to the Default Schedule. Such Participant will not be entitled to any additional accruals under those Special Benefit Levels. In addition, reduction factors for early retirement, Joint & Survivor and Ten Year Certain options will apply to all accrued and Special benefits earned including the portion of benefits earned prior to August 1, 2008.
- B.1.5.** There is no change in any earned benefit of Participants retiring prior to February 1, 2011.
- B.1.6.** The burial benefit is eliminated for Participants retiring after February 1, 2011.
- B.1.7.** Effective February 1, 2011, the disability benefit is eliminated except for disability retirees in pay status or participants who have been found to have a disability onset date prior to February 1, 2011, as determined by Social Security Administration.
- B.1.8.** The 10 Year Certain Pre-Retirement Survivor Benefit is eliminated.

## **B.2. Contributions**

- B.2.1.** The Default Schedule of benefits only applies to collective bargaining agreements and participation agreements which have contribution increases of eight (8%), compounded annually, beginning no later than the last day of the 2011 Plan Year.
- B.2.2.** Annual contribution increases set forth in collective bargaining agreements and participation agreements in effect on the date of this notice are considered in determining whether the eight (8%) percent increase in Item B.2.1 has been achieved.
- B.2.3.** After 2011, Bargaining Parties who have not provided annual eight (8%) percent contribution increases beginning in 2011 can only choose the Default Schedule with contribution increases (subject to Annual Updates - See Section V) beginning in later years as set forth below:

<b>CBA Renewal in Plan Year</b>	<b>Minimum Required Annual Increases</b>
2012	11% for a minimum of 3 years followed by 8% increases
2013	14% for a minimum of 3 years followed by 8% increases
2014	17% for a minimum of 3 years followed by 8% increases
2015	19% for a minimum of 3 years followed by 8% increases

**C. Benefits Earned Prior to Selection or Imposition of the Preferred or Default Schedule**

- C.1.** Participants who are neither covered under a Preferred Schedule nor the Default Schedule earn a Unit Multiplier percentage accrual which is one-half the Unit Multiplier percentage applicable as of January 31, 2011. Participants retiring prior to their group's selection of a PPA Schedule, except for "Inactive Vested Participants" (as defined in this Rehabilitation Plan Update), will lose those Adjustable Benefits as set forth in the Preferred Schedule.

**D. Distressed Schedule**

The Trustees in their sole discretion may accept a collective bargaining agreement with contribution rates not in compliance with either the Preferred or Default Schedules in circumstance where a large employer's financial condition has deteriorated and its creditors compel it to reorganize its ownership interests and labor obligations as a condition of forbearing default. On a case by case basis, the Trustees will accept non-conforming contributions and grant corresponding reduced benefits. The specific qualifications for the Distressed Employer Schedule are:

**D.1. Qualifications for the Distressed Employer Schedule.**

D.1.1. The employer, its lenders and the union have agreed to a plan for restructuring of interests and obligations which includes reduced wages, forgiveness of debt, and modification of collective bargaining agreement pension contribution obligations provisions;

D.1.2. the employer is a large employer who has or will be contributing at least 1% of the total Pension Fund's contributions;

D.1.3. the employer submits to a review of its financial condition and operations by the Fund Office and outside experts and consultants, and agrees to reimburse the Fund for all fees and expenses incurred by the Fund in this review (including, but not limited to, reimbursement to the Fund for the time devoted by the Fund Office to any such

review, with this reimbursement to be made at market rates for comparable services performed by the Fund Office);

D.1.4. the employer has previously incurred a temporary termination of its participation in the Fund due to an inability to remain current in its contribution obligations, and the employer was in temporary termination status immediately prior to its request for re-entry as a distressed employer; and,

D.1.5. on the basis of this financial and operational review, it appears that the employer is not able to contribute to the Fund at a higher rate than is indicated in the collective bargaining agreement proposed for acceptance under the Distressed Employer Schedule, and that acceptance of the proposed re-entry is in the best interest of the Fund under all the circumstances and advances the goals of this Rehabilitation Plan.

## **D.2. Contribution and Withdrawal Liability Ramifications**

D.2.1 After acceptance of Distressed Employer Status, future collective bargaining agreements must provide contribution rate increases of 6.00% annually. Alternatively, subject to the approval of the Trustees, the required 6.00% increase in the annual contribution rate, or any portion thereof, may be satisfied through a reduction of the 0.5% accrual rate by the actuarial equivalent of the required 6% increase or any part thereof or by a reduction of the bearing portion of the contribution rate as determined by the Trustees.

D.2.2. In recognition of the reduced funding improvement resulting from a Distressed Employer's gap in contributions and the Fund's acceptance of reduced contributions under this schedule, adjustments to the Distressed Employer's potential withdrawal liability allocation will use contribution rates, including any increases, required by the employer's collective bargaining agreement immediately prior to becoming covered by Distressed Employer Schedule. The contribution base units shall be the greater of the actual contribution base units while participating in Distressed Employer Schedule or an average of the contribution base units during the three years immediately preceding, which will be imputed for each year of participation in said Schedule. With respect to any gap in contributions due to a temporary termination or cessation of contributions, the employer's contributions shall be imputed for any such gap period solely for the purpose of calculating withdrawal liability.

## **E. Inactive Vested Participants**

Inactive Vested Participants who never had covered service under the Rehabilitation Plan Preferred Schedule shall be covered under the terms of the Default Schedule. However, if prior to the commencement of benefits, an Inactive Vested Participant returns to covered service (except for service covered under a Default Schedule or a Distressed Employer Schedule) and earns one year (52 weeks) of Credit Service under this Fund (or a Fund having a reciprocal agreement with this Fund), Adjustable Benefits will be restored to the level provided under the Preferred Schedule. Once a Participant becomes covered under

either the Preferred or Default Schedule, the Schedule applicable at the time the Participant leaves active service shall govern the determination of that individual's benefits.

#### **E.1. Continuation of Work on Non-Contributory Basis**

If a group decertifies, or as the result of labor negotiations terminates contributing employer status for continuing work for which contributions had previously been required, or the Trustees terminate a working group's participation, a Participant whose last covered service in the Pension Fund is with the employer whose contributing employer status is terminated shall have adjustable benefits determined as provided under the Default Schedule in effect at the time of the termination. The Trustees, in their sole discretion, may permit Participants who are under the Preferred Schedule to retire under the Preferred Schedule for a brief period of time after the termination of contributing employer status, without application of the Default Schedule's loss of adjustable benefits.

#### **E.2. Termination of Work in Connection with Complete Shutdown**

The Rehabilitation Plan provides that benefits under the schedule applicable at the time the Participant leaves active service shall govern the determination of that individual's adjustable benefits. If, the Trustees, in their sole discretion determine that an employer has discontinued operations, and thus terminated its contributing employer status, Participants who have their employment terminated, retain or lose adjustable benefits as determined under the Schedule applicable to their group immediately prior to the discontinuance of operations.

#### **E.3. Employer Reorganization and Successor Employer**

In determining whether a Participant has continued employment with an Employer whose contributing employer status has terminated, the Trustees may in their sole discretion determine that work for a reorganized employer, or an employer entity which is created as the result of transactions entailed in a reorganization, results in the loss of adjustable benefits as provided under the Default Schedule.

### **F. REHABILITATION PLAN SURCHARGES**

The PPA provides that contribution surcharges may be assessed after a plan provides notice to the employer that surcharges are applicable. If the Trustees determine that a collective bargaining agreement has not been extended or renewed in compliance with the 2008 Funding Improvement Plan or the Rehabilitation Plan, the Trustees reserve the right to impose a PPA contribution surcharge of 5% during the initial critical status year (2010) and 10% thereafter.



**G. ANNUAL UPDATES**

The PPA requires that the Pension Fund annually update the Rehabilitation Plan Schedules to reflect the experience of the Pension Fund and progress in meeting the objectives to forestall insolvency and to later emerge from Critical Status.

Although an Annual Update may require a higher contribution schedule, Bargaining Parties who have relied upon, or who are deemed to be in compliance with, any PPA Schedule of Contributions may rely on those contribution requirements for the remaining term of their agreement. Notices of any changes to these Rehabilitation Plan Schedules will be provided advising Bargaining Parties that when a collective bargaining agreement or participation agreement expires, they will be required to select contributions and benefit structures from the updated Rehabilitation Plan Schedules.

**H. MODIFICATIONS**

The Trustees of the Pension Fund reserve the right to make any modification to this Rehabilitation Plan that may be required. The Trustees have the power, authority, and discretion to amend, construe and apply the provisions of the Rehabilitation Plan and Schedules.

**This 2014 Update to the Rehabilitation Plan has been adopted by the Trustees of the Western Pennsylvania Teamsters and Employers Pension Fund on December 3, 2014, subject to the terms and conditions stated herein.**

THE BOARD OF TRUSTEES  
WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND

EXECUTION BY TRUSTEES

IN WITNESS WHEREOF, the undersigned parties have caused this Restated And Amended Pension Plan to be executed this 7th day of January, 2015, to be effective as of January 1, 2014, thereby amending and restating the Pension Plan between the parties previously amended and restated as of January 1, 2009, and subsequently amended thereafter.

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 08 2016

Employer Identification Number:  
25-6029946

DLN:

17007042065005

W PA TEAMSTERS & EMPLOYERS PENSION

FUND BOARD OF TRUSTEES

Person to Contact:

C/O WICK STREIFF MEYER OBOYLE & SZELIG CLARICE ALEXANDER

ID# 52722

VINCENT P SZELIGO

Contact Telephone Number:

1450 TWO CHATHAM CTR

(443) 853-5527

PITTSBURGH, PA 15219-3459

Plan Name:

WESTERN PENNSYLVANIA TEAMSTERS AND  
EMPLOYERS PENSION PLAN

Plan Number: 001

Dear Applicant:

Based on the information you provided, we are issuing this favorable determination letter for your plan listed above. However, our favorable determination only applies to the status of your plan under the Internal Revenue Code and is not a determination on the effect of other federal or local statutes. To use this letter as proof of the plan's status, you must keep this letter, the application forms, and all correspondence with us about your application.

Your determination letter does not apply to any qualification changes that become effective, any guidance issued, or any statutes enacted after the dates specified in the Cumulative List of Changes in Plan Requirements (the Cumulative List) for the cycle you submitted your application under, unless the new item was identified in the Cumulative List.

Your plan's continued qualification in its present form will depend on its effect in operation (Section 1.401-1(b)(3) of the Income Tax Regulations). We may review the status of the plan in operation periodically.

You can find more information on favorable determination letters in Publication 794, Favorable Determination Letter, including:

- The significance and scope of reliance on this letter,
- The effect of any elective determination request in your application materials,
- The reporting requirements for qualified plans, and
- Examples of the effect of a plan's operation on its qualified status.

You can get a copy of Publication 794 by visiting our website at [www.irs.gov/formspubs](http://www.irs.gov/formspubs) or by calling 1-800-TAX-FORM (1-800-829-3676) to request a copy.

This determination letter applies to the amendments dated on 12/3/14 & 12/4/13.

This determination letter also applies to the amendments dated on

Letter 5274

W PA TEAMSTERS & EMPLOYERS PENSION

1/6/10.

The information on the enclosed addendum is an integral part of this determination. Please be sure to read it and keep it with this letter.

If you submitted a Form 2848, Power of Attorney and Declaration of Representative, or Form 8821, Tax Information Authorization, with your application and asked us to send your authorized representative or appointee copies of written communications, we will send a copy of this letter to him or her.

If you have any questions, you can contact the person listed at the top of this letter.

Sincerely,

A large black rectangular redaction box covering the signature of Karen D. Truss.

Karen D. Truss  
Director, EP Rulings & Agreements

Addendum

Letter 5274

W PA TEAMSTERS & EMPLOYERS PENSION

This determination letter does not apply to any portions of the document that incorporate the terms of an auxiliary agreement (collective bargaining, reciprocity, or participation agreement), unless you append to the plan document the exact language of the sections that you incorporated by reference.

Letter 5274

# **WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND**



## **SUMMARY PLAN DESCRIPTION BOOKLET**

**January 1, 2018**

**WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS  
PENSION FUND**

900 Parish Street, Suite 101  
Pittsburgh, PA 15220  
(412) 362-4200 · Toll Free (800) 362-4201  
Telecopier (412) 362-3133  
Website: [www.wpapensionfund.com](http://www.wpapensionfund.com)  
E-Mail: [ContactUs@wpapensionfund.com](mailto:ContactUs@wpapensionfund.com)

---

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**ROCCO DIFILIPPO**

Secretary-Treasurer  
Teamsters Local No. 249  
4701 Butler Street  
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Secretary Treasurer/  
Principal Officer  
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 1136 Hamilton Street  
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 500 Grant Street  
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 (412) 338-9300

**FINANCIAL CONTROLLER**

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 12875 Route 30, Ste 22  
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 (724) 863-4261

**INVESTMENT ADVISOR**

New England Pension  
 Consultants, LLC  
 One Main Street, 8th Floor  
 Cambridge, MA 02142  
 (617) 374-1300

**INVESTMENT MANAGERS**

The Fund constantly monitors performance of its Investment Managers and has changed managers from time to time. For any updates to the list of Investment Managers, please visit the Fund Website. The Plan utilized the following investment managers as of January 1, 2018:

ABS Emerging Markets  
 Alcentra Capital  
 AQR Capital Management LLC  
 Artisan Partners L.P.  
 Crescent Capital Group  
 EnTrustPermal Capital  
 Diversified Fund  
 Fiera Asset Management, Inc.  
 Loomis Sayles & Co., L.P.  
 Oberweis International  
 Parametric Eaton Vance  
 Investment Managers

Parametric Clifton  
 Prudential Real Estate  
 Investors  
 Systematic Financial  
 Management  
 Twin Capital  
 Walter Scott & Partners L.P.  
 Wellington Management Company  
 Western Asset Management Co.  
 William Blair  
 Windhaven Investment  
 Management, Inc.



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# INTRODUCTION

The Employee Retirement Income Security Act of 1974 requires that certain information be furnished to each participant (or eligible participant) and beneficiary in an employee benefit plan. This is your Summary Plan Description.

This Booklet summarizes the provisions of the Plan in effect as of January 1, 2018, including provisions of the Funding Improvement Plan, effective August 1, 2008, and the Rehabilitation Plan, effective February 1, 2011, as updated. The Plan may be amended in the future by the Trustees, and the amendments may affect the determination of your earned service, and/or also affect the calculation of your retirement benefit. In some cases the amendments may be effective retroactive to a date prior to January 1, 2018. In particular, the general right to non-forfeiture of accrued benefits is subject to exceptions as authorized under the Pension Plan Amendments Act of 2006 and the Multiemployer Pension Reform Act of 2014. Notice of any amendments to the Plan reducing accrued benefits will be distributed to all Participants, Unions and Contributing Employers for posting on appropriate bulletin boards.

This Booklet summarizes the benefits, rights and obligations you have with the Western Pennsylvania Teamsters and Employers Pension Fund's Pension Plan (Plan). We hope you will find this information helpful and will discuss it with your family. If you have any questions after reading this Booklet, or if you would like to discuss the details further, write or call the Fund Office. They will be glad to help you.

This Booklet is a summary of the most important provisions of the Plan. This summary, of course, cannot adequately present all of the details of the Plan. Nothing in this summary is meant to interpret, extend or change in any way the rules and regulations expressed in the Plan's governing documents. **Examples shown in the summary do not override the actual terms of the Pension Plan, as it may be amended from time to time.** Accordingly, your rights can only be determined by the provisions of the Plan's governing documents. If any information included in this Summary Plan Description is in conflict with any provision in the Plan's governing documents, the Agreement And Declaration Of Trust or the Pension Plan, the provisions of the governing documents shall be controlling.

**Only the entire Board of Trustees is authorized to interpret the Plan's governing documents. No Employer or Union, nor any representative of any Employer, Union or the Fund Office, is authorized to interpret the Plan's governing documents, nor can any such person act as an agent of the Board of Trustees.**

Effective April 1, 2017, the Plan was certified to be in Critical and Declining Status, which enables the Trustees to consider future amendments to reduce already accrued benefits of active participants, inactive participants, alternate payees and retirees in pay status younger than age 80.

If you have any questions about amendments to the Plan made by the Board of Trustees after the publication of this Booklet, contact the Fund Office or review current material posted on the Plan's website:

[www.wpapensionfund.com](http://www.wpapensionfund.com)

**BOARD OF TRUSTEES  
WESTERN PENNSYLVANIA TEAMSTERS  
AND EMPLOYERS PENSION FUND**

## **IMPORTANT INFORMATION ABOUT THE PENSION PLAN**

The Plan is entirely financed by the contributions of the Contributing Employers under Collective Bargaining Agreements with your Union, or, in certain cases, by the contributions of Participating Employers pursuant to Participation Agreements with the Plan for participants not covered under Collective Bargaining Agreements.

This is a Defined Benefit Pension Plan.

**PLAN IDENTIFICATION NUMBER**  
**Employer Identification Number 25-6029946**  
**Plan Number 001**

This Plan is provided through the Board of Trustees (Administrator) of the Western Pennsylvania Teamsters and Employers Pension Fund, at the following address:

Western Pennsylvania Teamsters  
and Employers Pension Fund  
900 Parish Street, Suite 101  
Pittsburgh, PA 15220  
(412) 362-4200  
Toll Free (800) 362-4201  
Telecopier (412) 362-3133  
E-Mail: [ContactUs@wpapensionfund.com](mailto:ContactUs@wpapensionfund.com)

The Agent for Service of Legal Process is:

Charles J. Streiff, Esq.  
Vincent P. Szeligo, Esq.  
Wick, Streiff, Meyer, O'Boyle & Szeligo, P.C.  
1450 Two Chatham Center  
Pittsburgh, PA 15219-3455  
(412) 765-1600

Service may also be made upon a Plan Trustee or the Fund Office.

The Administrator (as defined by Section 3(16) of ERISA) for this Plan is:

Board of Trustees  
Western Pennsylvania Teamsters  
and Employers Pension Fund  
900 Parish Street, Suite 101  
Pittsburgh, PA 15220  
(412) 362-4200  
Toll Free (800) 362-4201  
E-Mail: [ContactUs@wpapensionfund.com](mailto:ContactUs@wpapensionfund.com)

The Plan Year for this Plan commences on January 1 and ends on December 31, and consists of an entire calendar year for the purposes of accounting and all reports to the United States Department of Labor and other governmental regulatory agencies.

Relevant provisions of Collective Bargaining Agreements or Participation Agreements, including the names of the parties and the expiration dates, may be obtained by writing to the Fund Office, or reviewed during business hours (8:00 a.m. to 4:00 p.m.) at the Fund Office, located at:

Western Pennsylvania Teamsters  
and Employers Pension Fund  
900 Parish Street, Suite 101  
Pittsburgh, PA 15220  
(412) 362-4200  
Toll Free (800) 362-4201  
E-Mail [contactus@wpapensionfund.com](mailto:contactus@wpapensionfund.com)

A complete list of the Employer and Employee Organizations sponsoring the Plan may be obtained by writing to the Fund Office, or may be examined at the Fund Office during business hours (8:00 a.m. to 4:00 p.m.).

The Collective Bargaining Agreements are between Unions affiliated with Teamsters Joint Council No. 40 and the Employers that have entered into labor contracts with such Unions.

**RIGHTS AND PROTECTIONS UNDER THE  
EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974**

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

- ▶ Examine, without charge, at the Fund Office during business hours (8:00 a.m. to 4:00 p.m.), all documents governing the Plan, including insurance contracts, collective bargaining agreements and copies of all documents such as annual reports, Form 5500 and plan descriptions filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure room of the Employee Benefits Security Administration.
- ▶ Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500) and updated summary plan descriptions. The Administrator may make a reasonable charge for the copies.
- ▶ Receive each year an Annual Funding Notice and Notice of Funding Status under the Pension Protection Act of 2006. These notices are automatically mailed to all Participants, Contributing Employers and Local Unions.
- ▶ 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 (age 60, 62 or 65, depending on when you first accrued a benefit under the Plan). If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve months. The Plan must provide the statement free of charge.

## **Prudent Actions By Plan Fiduciaries**

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries.

No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations 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, for example, if it finds your claim is frivolous.

## **Assistance With Your Questions**

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

## **PENSION BENEFIT GUARANTY CORPORATION**

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

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

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

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



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

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 1-800-877-8339 and ask to be connected to 202-326-4000. TTD/TDD users may call the federal relay service toll-free at 800-877-8339. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

## **PARTICIPATION IN THE PENSION PLAN**

### **Required Employment To Qualify As A Participant In The Plan**

In order for an employee to be a Participant in the Plan, the employee must be one of the following:

- ▶ A person who is employed by a Contributing Employer and whose primary occupation is in a classification in a collective bargaining unit represented by a Union affiliated with Teamsters Joint Council No. 40, and covered by a Collective Bargaining Agreement requiring contributions to be made to the Plan on the person's behalf.
- ▶ A full-time officer or other full-time employee of a Union which represents employees of Contributing Employers, and which Union agrees to make contributions to the Plan pursuant to a Participation Agreement on the officer's or employee's behalf.
- ▶ A full-time supervisory or office employee of any employer's association or health and welfare fund, whose membership is in whole or in part composed of Participants or Employers of Participants, and which employer's association or health and welfare fund agrees to make contributions to the Plan pursuant to a Participation Agreement on the employee's behalf.
- ▶ A full-time employee of any credit union, the majority of whose members are members of a Union affiliated with Teamsters Joint Council No. 40, and which credit union agrees to make contributions to the Plan pursuant to a Participation Agreement on the employee's behalf.
- ▶ A full-time employee of the Plan for whom contributions are made pursuant to a Participation Agreement.

Any employment as an employer, as a member of a partnership, as a self-employed person, or as a supervisor, is not considered Covered Service, except as noted above, for purposes of this Plan. Pension benefits will not be paid to Participants who are

found to be ineligible for coverage with the Plan, even though contributions were made to the Plan on their behalf.

### **Date Of Participation In The Plan**

You automatically became a Participant in the Plan and entitled to rights under ERISA if you were employed by a Contributing Employer on or after the effective date of ERISA, January 1, 1976, in a classification for which contributions were required.

The date that you became a Participant in the Plan is important because that date determines the amended versions of the Agreement And Declaration Of Trust and Pension Plan that are applicable to you.

### **Termination Date**

Your Termination Date is the last day a contribution was required to be made by your Employer on your behalf to the Plan.

Remember - You must be aware of your participation and termination dates in the Plan. Your participation and termination dates determine the effective provisions of the Plan for determining your service earned with the Plan and the calculation of your benefit.

## **CONTRIBUTIONS TO THE PENSION PLAN**

Your Employer pays all contributions required to be made to the Plan on your behalf. No voluntary or self-contributions are permitted to be made by you, or on your behalf, to the Plan.

The amount of contributions made by your Employer is determined by the Collective Bargaining Agreement between your Union and your Employer, or in certain cases by the Participation Agreement between your Employer and the Plan. The amount of contributions made by your Employer determines a Unit Multiplier earned for your service between specific dates. In general, your Unit Multiplier will change going forward when contribution rates change, or when a Plan amendment causes a change in Unit Multipliers. The amount of benefit you may receive is actuarially determined based on the amount of contributions made on your behalf.

The contributions are paid by your Employer directly to a trust fund maintained by the Board of Trustees pursuant to the provisions of the Plan's Agreement And Declaration Of Trust.

These funds and the income earned from their investment are used to provide benefits for Participants in the Plan and their beneficiaries, and to pay the costs of maintaining the Plan. The Board of Trustees has engaged the services of an independent investment consultant to make recommendations with respect to the investment of the Plan's assets, and to assist it with selecting investment managers and monitoring the performance of the Plan's investments.

## **EARNING SERVICE WITH THE PENSION PLAN**

Once you become a Participant in the Plan, you must earn sufficient service and reach the required age in order to be eligible for the receipt of the benefits provided by the Plan.

### **Covered Service**

Covered Service means the period of employment for which the payment of contributions by your Employer is required to be made on your behalf.

### **Non-Covered Service**

Non-Covered Service means the period of employment with your Employer when you do not earn any service with the Plan.

### **Year Of Participation**

If your Employer makes contributions on your behalf for at least 5 months, or 22 weeks, or 1,000 hours, during a calendar year, you will be credited with one Year of Participation. If you work less than 5 months, or 22 weeks, or 1,000 hours during a calendar year, you will receive no credit toward your total Years of Participation. However, any periods worked during a year will be counted towards a Year of Credited Service.

A Year of Participation is important because it is the unit which is used to measure when you become eligible for a 100% Vested Benefit and, also, is used to determine if you have had a Break-in-Service.

### **Credited Service**

Credited Service is the sum of Future Credited Service and Past Credited Service earned by you, and is important because it is the service used to calculate the amount of any benefit received by you from the Plan.

## **Year Of Credited Service**

A full Year of Credited Service is any 52 week period of Future Credited Service and/or Past Credited Service.

## **Future Credited Service**

Future Credited Service is based upon your contributory service and is earned for each month, week, day or hour for which a contribution is required to be made to the Plan on your behalf by your Employer. In addition, Future Credited Service also includes Military Service, provided that you are in Covered Service at the completion of the absences.

## **Military Service**

If you leave covered employment for qualified military service and later return to covered employment with reemployment rights under the Uniform Services Employment and Reemployment rights Act of 1994 (USERRA), your military service will be utilized both in determining vesting and the calculation of pension benefits if you satisfy all the requirements of USERRA. Additional information is available from the Fund Office.

## **Past Credited Service**

Generally, if your Employer entered the Plan on or after September 1, 1974, Past Credited Service of up to 5 years is granted from your most recent employment date with your present Employer or predecessor Employer or Employers in the Industry (including absences because of full-time employment with the Union) to the date the Employer joined the Plan. Past Credited Service will not be granted for any periods of employment prior to:

- ▶ Any layoff in excess of 90 days, or any layoff after which you do not return to the employment of the Contributing Employer who laid you off.

- Any leave of absence because of non-occupational disability in excess of one year.
- Any absence because of termination of employment.
- Any periods of employment with any Employer whose participation in the Plan was terminated voluntarily by the Employer prior to the date you retire.

If you had service with an employer who entered the Plan prior to September 1, 1974, different rules apply to Past Credited Service, as set forth in the formal Plan Document.

### **Contiguous Service**

Non-Covered Service is deemed to be "contiguous" if the Non-Covered Service with a Contributing Employer precedes or follows Covered Service, and no quit, discharge or retirement occurs between the Covered Service and the Non-Covered Service. Contiguous Service is only used in the calculation of your Years of Participation to determine whether you are vested. It is not used in the calculation of your Years of Credited Service for benefit calculation purposes.

### **Break-In-Service**

A Break-in-Service means that you, as a Participant, have not had contributions paid on your behalf during an unbroken string of consecutive years. The number of consecutive years you must incur during which no contributions were made on your behalf, and which will result in a Break-in-Service, depends upon the periods of time involved as explained in the following Examples.

If you incur a Break-in-Service before you are vested, all of your Credited Service and Years of Participation stemming from work prior to the Break-in-Service are forfeited. If you incur a Break-in-Service on or after you are vested, your Credited Service and Years of Participation stemming from work prior to the Break-in-Service will not be forfeited. Once you are vested you cannot incur a Break-in-Service.

There are certain absences from work which will not be counted against you in determining if you have incurred a Break-in-Service and will be counted toward a Year of Participation, provided that you return to Covered Employment immediately following the absences. These absences are:

- ▶ Periods of non-occupational disability not exceeding one year, if under the care of a licensed physician.
- ▶ Periods of occupational disability, incurred in the course of employment with a Contributing Employer, not to exceed one year.
- ▶ Temporary layoff of less than 90 days or the first 90 days of longer layoff, provided that you return to the employment of the Contributing Employer who laid you off.
- ▶ Authorized leave of absence for full-time service with the Union for the duration of such service with the Union.
- ▶ Military service which is qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), provided you return to covered service.
- ▶ Absences from Covered Service by reason of your pregnancy, or by reason of the birth of your child, or by reason of the placement of a child in connection with the adoption of a child by you, or for the purpose of caring for the child during the period immediately following the birth or placement for adoption.
  - During the period of such absence, you will be treated as having completed (1) the number of hours that normally would have been credited but for the absence, or (2) if the normal work hours are unknown, eight Hours of Service will be credited for each normal workday during such absence. The total number of Hours of Service to be treated for any such period shall not exceed 501 hours, and will be credited only (1) in the year in which such absence begins, if the crediting is necessary to prevent a Break-in-Service in that year, or (2) in the following year.



- If you claim such an absence you will be required to provide the Fund Office with a certification that you were absent from Covered Service for one of the above discussed reasons related to maternity or paternity leave.
- Hours of Service credited to you which are related to maternity or paternity leave will not be taken into account in determining your Years of Credited Service for the purpose of calculating the retirement benefit.

The Plan was amended, effective January 1, 1985, to provide a "Five-Year Rule". If you are not vested, you will incur a Break-in-Service if you do not have contributions paid on your behalf during an unbroken string of calendar years, which is the greater of either five consecutive years, or five consecutive years and additional consecutive years which, in total, at least equals your total number of Years of Participation. Prior to January 1, 1985 and January 1, 1976, different rules applied.

**Example 1 - A Break-In-Service Under The "Five-Year Rule"**

<u>Year</u>	<u>If You Worked</u>	<u>You Will Have Earned</u>	
		<u>Credited Service</u>	<u>Years Of Participation</u>
2007	12 Mos.	12 Mos.	1 Yr.
2008	7 Mos.	7 Mos.	1 Yr.
2009	4 Mos.	4 Mos.	0
2010	3 Mos.	3 Mos.	0
2011	3 Mos.	3 Mos.	0
2012	4 Mos.	4 Mos.	0
2013	0	0	0
2014	0	0	0
2015	0	0	0
2016	0	0	0
2017	0	0	0
Total:		2 Yrs. 9 Mos.	2 Yrs.

**Termination Date:** End of month in 2012 when last contribution was paid.

**Break-in-Service:** Since you earned only 2 Years of Participation, you will incur a Break-in-Service at the end of 2017 because 5 consecutive years followed in which not one contribution was paid into the Plan on your behalf.

**Example 2 - No Break-In-Service Under The "Five-Year Rule"**

<u>Year</u>	<u>If You Worked</u>	<u>You Will Have Earned</u>	
		<u>Credited Service</u>	<u>Years Of Participation</u>
2005	12 Mos.	12 Mos.	1 Yr.
2006	7 Mos.	7 Mos.	1 Yr.
2007	4 Mos.	4 Mos.	0
2008	3 Mos.	3 Mos.	0
2009	12 Mos.	12 Mos.	1 Yr.
2010	0	0	0
2011	0	0	0
2012	0	0	0
2013	0	0	0
2014	0	0	0
2015	12 Mos.	12 Mos.	1 Yr.
2016	12 Mos.	<u>12 Mos.</u>	<u>1 Yr.</u>
Total:		5 Yrs. 2Mos.	5 Yrs.

**Termination Date:** End of month in 2016 when last contribution was paid.

**Break-in-Service:** Since you vested under the 3 year vesting rule in 2009 with 3 Years of Participation, the five consecutive years without contributions being made on your behalf (2010- 2014), did not result in a Break-in-Service at the end of 2014.

## **SUMMARY OF BENEFITS PROVIDED BY THE PENSION PLAN**

The Plan, through the provisions of the governing documents, provides you with the pension benefits if you meet the appropriate eligibility requirements:

### **HOW BENEFITS ARE EARNED**

The Plan provides all participants with a Unit Multiplier based benefit. In addition to this benefit, if eligible, you may be entitled to the higher of the Unit Multiplier based benefit or a Special 25-And-Out and/or Special 30-And-Out benefit depending on the level of contributions made by your employer.

Each of these benefits are earned, or "accrued" over your working lifetime in an amount called your "Accrued Benefit". The greater of the amount of your Accrued Benefit under each formula will be paid at the appropriate Normal Retirement eligibility in the form of a Straight Life Annuity without any reduction. If you retire prior to age 65 your benefit will be reduced for early commencement as explained in the Benefit Eligibility section below. Similarly, if you elect a different form of annuity, your benefit will be reduced as explained in the Pension Payment Forms section below.

For all of the examples that follow in this section, a continuous period of covered service is assumed up to the retirement date, the benefit amounts calculated are paid without reduction if you retire at age 65 and select a Straight Life Annuity form of payment.

### **Unit Multiplier Based Accrued Benefit –**

- ▶ Unit Multipliers earned prior to July 1, 2006 are determined under the tables and formulas set forth in the Plan Document corresponding to the period during which you earned service and the contribution rate of your participating Employer.

- ▶ Benefits earned between July 1, 2006 and July 31, 2008 are equal to no more than 2% of the Employer contributions made on your behalf during that period.
- ▶ Benefits earned under the Funding Improvement Plan for service from August 1, 2008 to January 31, 2011 range between 0.4% to 1.0% of the Employer contributions made on your behalf. The percentage depends on the level of your Employer's annual contribution rate increases during that period.
- ▶ Benefits earned under the Rehabilitation Plan for service on and after February 1, 2011 are equal to 0.5% of the Employer contributions made on your behalf, provided your Employer increases contribution rates as provided for in the Rehabilitation Plan.

**Example 1** - Assume that your Employer contributed at the Plan's highest contribution rate schedule on your behalf, and that you have earned 30 continuous years of Future Credited Service when you retire at age 65 on January 1, 2018. Accumulating your Unit Multipliers for the 30 year period January 1, 1988 through December 31, 2017 results in a Unit Multiplier Based Accrued Benefit of \$4,400.

**Example 2** - Assume the same basic facts as in Example 1 above except that your Employer contributed at a lower contribution rate schedule on your behalf. Accumulating your Unit Multipliers for the 30 year period January 1, 1988 through December 31, 2017 and retiring at age 65 results in a Unit Multiplier Based Accrued Benefit of \$1,100.

#### **General Rules For Special 25-And-Out And Special 30-And-Out Benefit Levels -**

You are entitled to the higher of the Unit Multiplier based benefit or, if eligible, the highest Special 25-And-Out and/or Special 30-And-Out benefit. However, subsequent to benefit changes adopted pursuant to the Pension Protection Act of 2006, the value of the Unit Multiplier based benefit began to exceed the Special Benefit Levels depending on a Participant's specific service record.

Each Special Benefit Level requires:

- ▶ Attainment of a specific weekly contribution rate by a certain date.
- ▶ Eligibility for subsequent Special Benefit Levels required eligibility for all previously adopted Special Benefit Levels.
- ▶ The 25-And-Out Special Benefit Levels require 25 continuous years of Future Credited Service, of which at least 20 of the 25 years, and 3 of the 6 years immediately prior to attaining eligibility require contributions be made at or above the highest National Master Freight Level contribution rate schedule.
- ▶ The 30-And-Out Special Benefit Levels require 30 continuous years of Future Credited Service, of which at least 25 of the 30 years, and 5 of the 8 years immediately prior to attaining eligibility require contributions be made at or above the highest National Master Freight Level contribution rate schedule.
- ▶ Contributions at the Freight Level for casual service will not be utilized to calculate the continuous years of contributory service necessary to be eligible for any Special Benefit Level.
- ▶ Periods of Past Credited Service will not be utilized to calculate the continuous years of contributory service necessary to be eligible for any Special Benefit Level.
- ▶ All Special Benefit Levels can be applied in connection with partial (reciprocal) pensions, but only if the Reciprocal Plan also provides the equivalent Special Benefit Level.
- ▶ All Special Benefit Levels will be frozen at their accrued level as of July 31, 2008 unless your Employer was contributing at or above the \$225 weekly rate by December 31, 2008.
- ▶ All Special Benefit Levels will be frozen as of the date you became subject to Default Status.

## Special Benefit Levels

**1. Special \$2,000/Month 30-And-Out Benefit Level** – This was the first Special Benefit Level adopted for those retiring on or after November 1, 1993. Whether you were working at the time or not, if your Employer contributed at the rate of \$106/week or higher between April 1, 1993 and December 31, 1997, and you retire on or after November 1, 1993 (or a later date when your Employer first reached the \$106/wk or higher rate) you will earn benefits for each year of Future Credited Service toward a benefit of \$2,000/month upon the completion of 30 years. For Future Credited Service beyond 30 years your benefit will increase by the Unit Multiplier earned.

**Example 3** – As in Example 1 above, assume that your Employer contributed at the Plan's highest contribution rate schedule on your behalf and therefore was at or above the \$225/week contribution level on or before December 31, 2008, and that you have earned 30 continuous years of Future Credited Service when you retire at age 65 on January 1, 2018. In this situation you are entitled to your Unit Multiplier based benefit of \$4,400, which is the greater of:

- ▶ \$2,000/month under this Special \$2,000/month 30-And-Out, or
- ▶ your Unit Multiplier Based Accrued Benefit of \$4,400/month (Example 1).

Remember that with respect to the above Special And-Out Benefit, as well as the others illustrated below, your Unit Multiplier Based Accrued Benefit will generally be the highest benefit available. Nevertheless, since your service history might not follow the typical pattern, the Fund Office calculates all available benefits you are entitled to receive to determine whether one of the Special And-Out Benefits is the highest benefit.

**Example 4** – Unlike Example 3 above, assume that your Employer did not reach the \$225/week contribution rate by December 31, 2008. Further assume that you have completed 30 continuous years of Future Credited Service when you retire at age 65 on January 1, 2018 with a Unit Multiplier Based Accrued Benefit of \$2,900/month.

In this situation, the benefit you have earned or accrued under the Special \$2,000/month 30-And-Out Benefit Level formula is frozen as of July 31, 2008 when you had 20.67 years of Future Credited Service at \$1,378/month (20.67 years divided by 30 years times \$2,000)). If the portion of any Special Benefit Level that you have earned as of July 31, 2008 is greater than the Unit Multiplier Based Accrued Benefit, it will increase by annual Unit Multipliers for service after August 1, 2008. That is not the case in this example. Therefore, you are entitled to the greater of:

- ▶ \$1,378/month under this Special \$2,000/month 30-And-Out, or
- ▶ your Unit Multiplier Based Accrued Benefit of \$2,900/month.

**2. Special \$1,500/Month 25-And-Out Benefit Level** – This was the second Special Benefit Level adopted. Whether you were working at the time or not, if your Employer contributed at the rate of \$116/week or higher between April 1, 1994 and December 31, 1998 and had reached the eligibility for the Special Benefit Level in 1 above, and you retire on or after September 1, 1994 (or a later date when your Employer reached the \$116/wk or higher rate) you will earn benefits for each year of Future Credited Service toward a benefit of \$1,500/month upon the completion of 25 years. This Special Benefit Level has no increases for credited service beyond 25 years.

**Example 5** - As in Example 1 above, assume that your Employer contributed at the Plan's highest contribution rate schedule on your behalf and therefore reached the \$225/week contribution rate or higher on or before December 31, 2008. Further assume that you have earned 30 continuous years of Future Credited Service when you retire at age 65 on January 1, 2018. In this situation you are entitled to the greater:

- ▶ \$1,500/month under this Special \$1,500/month 25-And-Out, or
- ▶ 2,000/month under the Special \$2,000/month 30-And-Out (Example 3), or

- ▶ your Unit Multiplier Based Accrued Benefit of \$4,400/month (Example 1).

**Example 6** - Unlike Example 5 above, assume that your Employer did not reach the \$225/week contribution rate by December 31, 2008. Further assume that you have completed 30 continuous years of Future Credited Service when you retire at age 65 on January 1, 2018 with a Unit Multiplier Based Accrued Benefit of \$2,900/month.

The benefit you have earned or accrued under the Special \$1,500/month 25-And-Out Benefit Level formula is frozen as of July 31, 2008 when you had 20.67 years of Future Credited Service at \$1,240/month (20.67 years divided by 25 years times \$1,500). If the portion of any Special Benefit Level that you have earned as of July 31, 2008 is greater than the Unit Multiplier Based Accrued Benefit, it will increase by annual Unit Multipliers for service after August 1, 2008. That is not the case in this example. Therefore, you are entitled to the greater of:

- ▶ \$1,240/month under this Special \$1,500/month 25-And-Out, or
- ▶ \$1,378/month under the Special \$2,000/month 30-And-Out (Example 4), or
- ▶ your Unit Multiplier Based Accrued Benefit of \$2,900/month.

**3. Special \$2,000/Month 25-And-Out Benefit Plus \$100/year To \$2,500/Month 30-And-Out Benefit Level** - These were the third Special Benefit Levels adopted. Whether you were working at the time or not, if your Employer contributed at the rate of \$134/week or higher on or after April 1, 1996 and had reached the eligibility for both of the Special Benefits in 1 and 2 above, and you retire on or after the later of April 1, 1996 (or a later date when your Employer reached the \$134/wk or higher rate) you will earn benefits for each year of Future Credited Service toward a benefit of \$2,000/month for 25 years, followed by accruals of \$100/year for the next 5 years to \$2,500/month, plus Unit Multipliers for Future Credited Service beyond 30 years.



**Example 7** - As in Example 1 above, assume that your Employer contributed at the Plan's highest contribution rate schedule on your behalf, and that you have earned 30 continuous Years of Credited Service when you retire at age 65 on January 1, 2018. In this situation you are entitled to the greater of:

- ▶ \$2,500/month under this Special \$2,000/month 25-And-Out plus \$100 to \$2,500/month 30-And-Out, or
- ▶ \$1,500/month under the Special \$1,500/month 25-And-Out (Example 5), or
- ▶ \$2,000/month under the Special \$2,000/month 30-And-Out Example 3), or
- ▶ your Unit Multiplier Based Accrued Benefit of \$4,400/month (Example 1).

**Example 8** - Unlike Example 7 above, assume that your Employer did not reach the \$225/week contribution rate by December 31, 2008. Further, assume that you have completed 30 continuous years of Future Credited Service when you retire at age 65 on January 1, 2018 with a Unit Multiplier Based Accrued Benefit of \$2,900/month.

The benefit you have earned or accrued under the Special \$2,000/month 25-And-Out Benefit Plus \$100/year to \$2,500/month 30-And-Out Benefit Level formula is frozen as of July 31, 2008 when you had 20.67 years of Future Credited Service at \$1,653/month (20.67 years divided by 25 years times \$2,000). If the portion of any Special Benefit Level that you have earned as of July 31, 2008 is greater than the Unit Multiplier Based Accrued Benefit, it will increase by annual Unit Multipliers for service after August 1, 2008. That is not the case in this example. Therefore, you are entitled to the greater of:

- ▶ \$1,653/month under this Special \$2,000/month 25-And-Out Benefit Plus \$100/year to \$2,500/month 30-And-Out Benefit Level, or
- ▶ \$1,240/month under the Special \$1,500/month 25-And-Out (Example 6), or

- ▶ \$1,378/month under the Special \$2,000/month 30-And-Out (Example 4), or
- ▶ your Unit Multiplier Based Accrued Benefit of \$2,900/month.

**4. Special \$2,000/Month 25-And-Out Benefit Plus \$200/year To \$3,000/Month 30-And-Out Benefit Level** — These were the fourth Special Benefit Levels adopted. Whether you were working at the time or not, if your Employer contributed at the rate of \$144/week or higher on or after April 1, 1997 and had reached the eligibility for all of the Special Benefits in 1, 2 and 3 above, and you retire on or after April 1, 1997 (or a later date when your Employer reached the \$144/wk or higher rate) you will earn benefits for each year of Future Credited Service toward a benefit of \$2,000/month at 25 years, followed by accruals of \$200/year for the next 5 years (to \$3,000/month), plus \$100 for years of Future Credited Service beyond 30 years.

**Example 9** - As in Example 1 above, assume that your Employer contributed at the Plan's highest contribution rate schedule on your behalf, and that you have earned 30 continuous years of Future Credited Service when you retire at age 65 on January 1, 2018. In this situation you are entitled to the greater of:

- ▶ \$3,000/month under this Special \$2,000/month 25-And-Out Benefit Plus \$200/year to \$3,000/month 30-And-Out Benefit Level, or
- ▶ \$2,500/month under the Special \$2,000/month 25-And-Out plus \$100 to \$2,500/month 30-And-Out (Example 7), or
- ▶ \$1,500/month under the Special \$1,500/month 25-And-Out (Example 5), or
- ▶ \$2,000/month under the Special \$2,000/month 30-And-Out (Example 3), or
- ▶ your Unit Multiplier Based Benefit of \$4,400/month (Example 1).

**Example 10** - Unlike Example 9 above, assume that your

Employer did not reach the \$225/week contribution rate by December 31, 2008. Further, assume that you have completed 30 continuous years of Future Credited Service when you retire at age 65 on January 1, 2018 with a Unit Multiplier Based Accrued Benefit of \$2,900/month.

The benefit you have earned under the Special \$2,000/month 25-And-Out Benefit Plus \$200/year to \$3,000/month 30-And-Out Benefit Level formula is frozen as of July 31, 2008 when you had 20.67 years of Future Credited Service at \$1,653/month (20.67 years divided by 25 years times \$2,000). If the portion of any Special Benefit Level that you have earned as of July 31, 2008 is greater than the Unit Multiplier Based Accrued Benefit, it will increase by annual Unit Multipliers for service after August 1, 2008. That is not the case in this example. Therefore, you are entitled to the greater of:

- ▶ \$1,653/month under this Special \$2,000/month 25-And-Out Benefit Plus \$200/year to \$3,000/month 30-And-Out Benefit Level, or
- ▶ \$1,653/month under the Special \$2,000/month 25-And-Out Benefit Plus \$100/year to \$2,500/month 30-And-Out Benefit Level (Example 8), or
- ▶ \$1,240/month under the Special \$1,500/month 25-And-Out (Example 6), or
- ▶ \$1,378/month under the Special \$2,000/month 30-And-Out (Example 4), or
- ▶ your Unit Multiplier Based Accrued Benefit of \$2,900/month.

**5. Special \$3,500/Month 30-And-Out Benefit Level At Age 55 –**

This was the fifth Special Benefit Level adopted. Whether you were working at the time or not, if your Employer contributed at the rate of \$166/week or higher on or after April 1, 1997 and had reached the eligibility for all of the Special Benefits in 1, 2, 3 and 4 above, and you retire on or after April 1, 1997 (or a later date when your Employer reached the \$166/wk or higher rate) you will earn benefits for each year of Future Credited Service toward a benefit of \$3,500/month at age 55 with 30 years, followed by accruals of \$100/year for service beyond 30 years and age 55. If

you have more than 30 years of Future Credited Service at age 55, then your accrual rate is equal to \$3,500 divided by the number of years of Future Credited Service at age 55. Note that there are no Early Retirement reductions for participants who retire at age 55 with at least 25 years of Future Credited Service.

**Example 11** - As in Example 1 above, assume that your Employer contributed at the Plan's highest contribution rate schedule on your behalf, and that you have earned 30 continuous years of Future Credited Service when you retire at age 55 on January 1, 2018. In this situation you are entitled to the greater of:

- ▶ \$3,500/month under this Special \$3,500/month 30-And-Out Benefit Level at Age 55, or
- ▶ \$3,000/month under the Special \$2,000/month 25-And-Out Benefit Plus \$200/year to \$3,000/month 30-And-Out Benefit Level (Example 9), or
- ▶ \$2,500/month under the Special \$2,000/month 25-And-Out plus \$100 to \$2,500/month 30-And-Out (Example 7), or
- ▶ \$1,500/month under the Special \$1,500/month 25-And-Out (Example 5), or
- ▶ \$2,000/month under the Special \$2,000/month 30-And-Out (Example 3), or
- ▶ your Unit Multiplier Based Benefit of \$4,400/month (Example 1).

**Example 12** - Unlike Example 9 above, assume that your Employer did not reach the \$225/week contribution rate by December 31, 2008. Further, assume that you have completed 30 continuous years of Future Credited Service when you retire at age 55 on January 1, 2018 with a Unit Multiplier Based Accrued Benefit of \$2,900/month.

The benefit you have earned under the Special \$3,500/month 30-And-Out Benefit Level at Age 55 formula is frozen as of July 31, 2008 when you had 20.67 years of Future Credited Service at \$2,412/month (20.67 years divided by 30 years times \$3,500). If the portion of any Special Benefit Level that you have earned as of July 31, 2008 is greater than the Unit

Multiplier Based Accrued Benefit, it will increase by annual Unit Multipliers for service after August 1, 2008. That is not the case in this example. Therefore, you are entitled to the greater of:

- ▶ \$2,412/month under this Special \$3,500/month 30-And-Out Benefit Level at Age 55, or
- ▶ \$1,653/month under the Special \$2,000/month 25-And-Out Benefit Plus \$200/year to \$3,000/month 30-And-Out Benefit Level (Example 10), or
- ▶ \$1,653/month under the Special \$2,000/month 25-And-Out Benefit Plus \$100/year to \$2,500/month 30-And-Out Benefit Level (Example 8), or
- ▶ \$1,240/month under the Special \$1,500/month 25-And-Out (Example 6), or
- ▶ \$1,378/month under the Special \$2,000/month 30-And-Out (Example 4), or
- ▶ your Unit Multiplier Based Accrued Benefit of \$2,900/month.

**6. Special \$2,500/Month 25-And-Out Benefit Level At Age 55 –**

This was the sixth and final Special Benefit Level adopted. Whether you were working at the time or not, if your Employer contributed at the rate of \$166/week or higher on or after April 1, 2000 and had reached the eligibility for all of the Special Benefits in 1, 2, 3, 4 and 5 above, and you retire on or after April 1, 2000 (or a later date when your Employer reached the \$166/wk or higher rate) you will earn benefits for each year of Future Credited Service toward a benefit of \$2,500/month at age 55 with 25 years of service followed by accruals of \$100/year for service beyond 25 years and age 55. Note that there are no Early Retirement reductions for participants who retire at age 55 with at least 25 years of Future Credited Service.

**Example 13** - As in Example 1 above, assume that your Employer contributed at the Plan's highest contribution rate schedule on your behalf, and that you have earned 25 continuous years of Future Credited Service when you retire at age 55 on January 1, 2018. In this situation you are entitled to the

greater of:

- ▶ \$2,500/month under this Special \$2,500/month 25-And-Out Benefit Level at Age 55, or
- ▶ \$2,917/month which is the 25 year accrued portion of the Special \$3,500/month 30-And-Out Benefit Level at Age 55, or
- ▶ \$2,000/month under the Special \$2,000/month 25-And-Out Benefit Plus \$200/year to \$3,000/month 30-And-Out Benefit Level, or
- ▶ \$2,000/month under the Special \$2,000/month 25-And-Out plus \$100 to \$2,500/month 30-And-Out, or
- ▶ \$1,500/month under the Special \$1,500/month 25-And-Out (Example 5), or
- ▶ \$1,667/month which is the 25 year accrued portion of the Special \$2,000/month 30-And-Out, or
- ▶ a Unit Multiplier Based Benefit of \$4,025/month.

**Example 14** - Unlike Example 11 above, assume that your Employer did not reach the \$225/week contribution rate by December 31, 2008. Further, assume that you have completed 30 continuous years of Future Credited Service when you retire at age 55 on January 1, 2018 with a Unit Multiplier Based Accrued Benefit of \$2,600/month.

The benefit you have earned or accrued under the Special \$2,500/month 25-And-Out Benefit Level at Age 55 formula is frozen as of July 31, 2008 when you had 20.67 years of Future Credited Service at \$2,067/month (20.67 years divided by 25 years times \$2,500). If the portion of any Special Benefit Level that you have earned as of July 31, 2008 is greater than the Unit Multiplier Based Accrued Benefit, it will increase by annual Unit Multipliers for service after August 1, 2008. That is not the case in this example. Therefore, you are entitled to the greater of:

- ▶ \$2,067/month under this Special \$2,500/month 25-And-Out Benefit Level at Age 55, or

- ▶ \$2,412/month under the Special \$3,500/month 30-And-Out Benefit Level at Age 55, or
- ▶ \$1,653/month under this Special \$2,000/month 25-And-Out Benefit Plus \$200/year to \$3,000/month 30-And-Out Benefit Level (Example 10), or
- ▶ \$1,653/month under the Special \$2,000/month 25-And-Out Benefit Plus \$100/year to \$2,500/month 30-And-Out Benefit Level (Example 8), or
- ▶ \$1,240/month under the Special \$1,500/month 25-And-Out (Example 6), or
- ▶ \$1,378/month under the Special \$2,000/month 30-And-Out (Example 4), or
- ▶ your Unit Multiplier Based Accrued Benefit of \$2,600/month.

## **BENEFIT ELIGIBILITY**

**Normal Retirement** — You are eligible to receive a benefit that is not reduced for early commencement at your Normal Retirement Age. The Normal Retirement Age is based on the period during which you earned benefits as follows:

- Age 60 for benefits earned up to July 31, 2008,
- Age 62 for benefits earned between August 1, 2008 and January 31, 2011, and
- Age 65 for benefits earned on and after February 1, 2011.

In addition to the age component above, Normal Retirement eligibility also requires a service component as follows:

- If you last earned service prior to January 1, 1997 the service requirement is the completion of 10 Years of Participation in the Plan; or if you are not covered under a collective bargaining agreement the completion of 5 Years of Participation,
- If you last earned service on or after January 1, 1997 and prior to January 1, 1999, the completion of 5 Years of Participation,
- If you began earning service on or after January 1, 1999 but before February 1, 2011, the completion of 3 Years of Participation, or
- If you began earning service on or after February 2, 2011, the completion of 5 Years of Participation.

**Early Retirement** — If you are age 55 with at least 15 years of Participation Service, or you have 25 or more years of Future Credited Service at any age, you are eligible to start to receive benefits prior to your Normal Retirement eligibility. Note that all, or some portions of your Unit Multiplier Based Benefit or any Special Benefit you may be entitled to may be subject to early retirement reductions as follows:



**General Rules:**

- ▶ Benefits earned for service to July 1, 2008 will be reduced by 0.5555% per month prior to Normal Retirement Age 60 for the first 60 months and 0.2777% per month for months early beyond 60 months,
- ▶ Benefits earned for service between July 1, 2008 and February 1, 2011 will be reduced by 0.5555% per month prior to Normal Retirement Age 62 for the first 60 months and 0.2777% per month for months early beyond 60 months,
- ▶ Benefits earned for service on and after February 1, 2011 will be reduced by 0.5555% per month prior to Normal Retirement Age 65 for the first 60 months and 0.2777% per month for months early beyond 60 months.

**Exception Rules May Apply To Benefits Earned For Service Up To July 31, 2008 Only:**

Early Retirement and exceptions to the above General Rules for reduction of Early Retirement Benefits are "Adjustable Benefits" and may be subject to elimination under the Plan's Rehabilitation Plan.

- ▶ If you were eligible to retire at age 55 with 15 years of Participation Service but less than 25 years of Future Credited Service on February 1, 2011, benefits earned for service prior to July 1, 2008 will be reduced by 0.5% per month prior to Normal Retirement Age 60 to a maximum reduction of 30%.
- ▶ If you were eligible to retire at any age with 25 or more years of Future Credited Service as of February 1, 2011, benefits earned for service prior to July 1, 2008 will not be reduced at all.
- ▶ If you are eligible to retire at age 55 with 25 or more years of Future Credited Service on or after February 1, 2011, benefits earned for service prior to July 1, 2008 will not be reduced at all.

**Example 15** – You have 20 years of Future Credited Service and are age 55 on January 1, 2018. Because you were not eligible to retire early on February 1, 2011, and because you do not satisfy the age 55 and 25 years of service criteria on January 1, 2018, none of the Exception Rules apply to the benefit earned to July 31, 2008 as follows:

\$1,467/month – based on the benefit you earned of \$2,200/month for service to July 2008 reduced by 0.5555% for 60 months early from Normal Retirement Age 60, plus

\$ 240/month – based on the benefit you earned of \$400/month for service from July 2008 to February 2011 reduced by 0.5555% for 60 months early from Normal Retirement Age 62 to age 57 plus 0.2777% for an additional 24 months early to age 55, plus

\$ 375/month – based on the benefit you earned of \$750/month for service earned on and after February 2011 reduced by 0.5555% for 60 months early from Normal Retirement Age 65 to age 60 plus 0.2777% for an additional 60 months early to age 55.

\$2,082/month is your Early Retirement Benefit.

**Example 16** – You have 25 years of Future Credited Service and are age 55 on January 1, 2018. Because you are eligible to retire at age 55 with 25 years service the portion of your benefit earned for service up to July 31, 2008 will not be reduced at all under the Exception Rule as follows:

\$2,800/month – based on the benefit you earned of \$2,800/month for service to July 2008 unreduced under the Exception Rule, plus

\$ 240/month – based on the benefit you earned of \$400/month for service from July 2008 to February 2011 reduced by 0.5555% for 60 months early from Normal Retirement Age 62 to age 57 plus

0.2777% for an additional 24 months early to age 55, plus

\$ 375/month – based on the benefit you earned of \$750/month for service earned on and after February 2011 reduced by 0.5555% for 60 months early from Normal Retirement Age 65 to age 60 plus 0.2777% for an additional 60 months early to age 55.

\$3,415/month is your Early Retirement Benefit.

**Example 17** – You have 25 years of Future Credited and are age 62 on January 1, 2018. Because you are retiring at age 55 or later with 25 years service the portion of your benefit earned for service up to July 31, 2008 will not be reduced at all under the Exception Rule as follows:

\$2,800/month – based on the benefit you earned of \$2,800/month for service to July 2008 unreduced under the Exception Rule, plus

\$ 400/month – based on the benefit you earned of \$400/month for service from July 2008 to February 2011 unreduced because you have reached the Normal Retirement Age 62, plus

\$ 600/month – based on the benefit you earned of \$750/month for service earned on and after February 2011 reduced by 0.5555% for 36 months early from Normal Retirement Age 65 to age 62.

\$3,800/month is your Early Retirement Benefit

**Disability Retirement** – If, prior to February 1, 2011, you had become totally and permanently disabled as determined by the Social Security Administration at any age when you have earned at least 10 Years of Credited Service, of which at least 5 years are Future Credited Service you would have become eligible for a Disability Retirement benefit. The Disability Benefit is an Adjustable Benefit that was eliminated under the Rehabilitation

Plan for Participants becoming disabled on or after February 1, 2011. If you are receiving a Disability Benefit, you will continue to receive it only for as long as you continue to remain disabled and receive Social Security disability benefits up to your Early or Normal Retirement Age. At that point, your Disability Retirement Benefit will be terminated and replaced by your Early or Normal Retirement Benefit. The Plan requires that you furnish evidence on a regular basis, but not more frequently than twice a year, that you are still eligible for a total and permanent disability.

If you do not continue to be totally and permanently disabled, or you engage in any occupation or employment for wage or profit while you are disabled, or you are no longer receiving Social Security disability benefits, your Disability Retirement Benefit will be suspended and you will be liable for the repayment to the Plan of all Disability Retirement Benefits you received after you are no longer eligible.

**Vested (Future) Retirement** - If you leave covered service following the eligibility provisions below, you will have a 100% vested right to the benefit you have earned and be eligible to retire under the Normal or Early Retirement eligibilities as described above:

- ▶ If you last earned service prior to January 1, 1997, the service requirement is the completion of 10 Years of Participation in the Plan; or if you are not covered under a collective bargaining agreement the completion of 5 Years of Participation,
- ▶ If you last earned service on or after January 1, 1997 and prior to January 1, 1999, the completion of 5 Years of Participation,
- ▶ If you began earning service on or after January 1, 1999 but before February 1, 2011, the completion of 3 Years of Participation, or
- ▶ If you began earning service on or after February 2, 2011, the completion of 5 Years of Participation.

## PENSION PAYMENT FORMS

The amount of benefit earned or accrued according to the benefit formulas of the Plan are paid without reduction at Normal Retirement Age 65 in the form of a Straight Life Annuity. A Straight Life Annuity means that monthly payments will be made to you until the date of your death, and that no monthly benefits will be paid afterward to your spouse or beneficiary. However, the Plan also permits the you to select a reduced benefit payable in an Optional Form of Annuity described as follows:

**Qualified Survivor Annuity** – If married and with your spouse's approval, you can select a reduced benefit amount that will provide for:

- 100% of a reduced benefit while both you and your spouse are alive,
- Either 50%, 75% or 100% of the reduced benefit to your surviving spouse if you die before your spouse, or
- If your spouse dies before you, the reduced benefit you had been receiving due to selection of the 50% or 75% option, will pop-up to 100% of the unreduced benefit to you under the Restoration Benefit.

**Ten Year Certain And Life Annuity** – If married and with your spouse's approval, or if unmarried, you can select a reduced benefit amount payable to a designated person or to your Estate that will provide for:

- 100% of the reduced benefit payable for your life, and
- should you die before 120 monthly payments have been made to you, 100% of the reduced benefit is payable to your beneficiary, or to your Estate if your beneficiary dies before 120 monthly payments have been made, for the balance of the 120 monthly payments.

## **OTHER PLAN BENEFITS, RIGHTS AND FEATURES**

**Pre-Retirement Qualified Survivor Benefit** – If you are married and die before making a Pension Payment Form election on your retirement application, your spouse will be entitled to a 100% Pre-Retirement Qualified Survivor Benefit as if you had retired on the date of your death and selected a Joint and 100% Survivor Annuity. Your surviving spouse can elect to start benefit payments under the Normal or Early Retirement Eligibility rules.

**Pre-Retirement Survivor Benefit For Non-Married Participants** – if you are unmarried and die before retirement, and if you meet certain eligibility requirements at the date of death, you may designate a beneficiary or your estate to receive this benefit. The designation of the beneficiary may be changed at any time prior to your death, and another beneficiary can be chosen if the designated beneficiary dies before you. In the event that you marry, the prior selection of the designated beneficiary will be voided. You are not eligible for this benefit if you last covered service is under the Default Schedule of the 2010 Rehabilitation Plan.

The Fund Office will provide the appropriate form for you to elect or change the designated beneficiary. In the event that you die and you did not choose a beneficiary, or the designated beneficiary predeceased you, the benefit will be paid to your estate.

**Burial Benefit** – If you retired prior to February 1, 2011, a benefit is payable to the person who is responsible for your funeral expenses when you die in a single payment equal to the greater of your monthly benefit or \$1,000. This benefit is an Adjustable Benefit which was eliminated under the Rehabilitation Plan for all Participants retiring after February 1, 2011.

**Partial (Reciprocal) Benefit** – If you have sufficient service under this Plan and service with a different multiemployer defined benefit plan with which this Plan has a reciprocal agreement, we will review your reciprocal service and contribution levels to

determine if that service increases the value of the benefits earned under this Plan only for service years with this Plan, or whether such service with the Reciprocal Plan provides you with additional years of Participation Service (not benefit service) which would enhance your vesting or retirement eligibility.

## **FILING A CLAIM FOR BENEFIT PAYMENTS**

You may apply for your benefits either before or after your retirement. However, your benefits will be effective and will only start as of the date you have filed a proper application with the Fund Office, and you have furnished all of the information required in order to determine your eligibility for the benefit and the amount of your monthly benefit payment, and your application is approved by the Trustees.

When you retire is a matter completely up to you. There is nothing in the Plan which requires that you retire at any time nor is there anything in the Plan which requires that your Employer retain you in its service. If you attain age 70  $\frac{1}{2}$ , the Plan is required to begin paying benefits even if you continue in covered service.

Applications for benefits are available at the Fund Office and at your Union Office. You must file your completed application with the Fund Office.

If you submit an application for benefits, and you furnish false information, this may constitute grounds for adjusting your claim and your request for benefits. The Plan may recover any benefit payments that you are not eligible to receive, and may start legal action against you to recover any benefits which you are not entitled to receive.

You should apply for your benefit within a reasonable time (three months, or six months if a reciprocal application) before you retire. You must have a completed application on file with the Fund Office before your benefit payments can begin.

The Plan's normal procedure is to pay benefits via direct deposit. Upon special request, approved at the discretion of the Trustees, you may also have a benefit check issued by making application with the Fund Office and completing the appropriate form.



If you have any questions concerning the calculation of your benefit, or the receipt of your benefit check, you should write to the Fund Office.

#### **BENEFIT CLAIM DENIAL PROCEDURES**

If your claim for benefits is either denied or partially denied, you will be notified in writing and given an opportunity for a review.

The written notice of denial which you receive will give:

- ▶ The specific reason(s) for the denial of the claim for benefits.
- ▶ A reference to the specific Plan provision(s) on which the denial is based.
- ▶ A description of any additional material or information necessary to perfect the claim for benefits and the reason(s) why such material or information is needed.
- ▶ An explanation of the Plan's benefit claim review procedures.

Furthermore, if your claim for benefits is not acted upon within 90 days of the date you might expect the Fund Office to have received it -- or 180 days if it is a special case and if the Fund Office has so informed you -- this is the same as denying your claim for benefits and you may proceed to the review procedure stage immediately should you so desire.

#### **APPEAL AND REVIEW OF DENIED BENEFIT CLAIMS**

If your claim for benefits has been either denied or partially denied, you have 60 days after the receipt of the written notification of the denial to appeal the denial by requesting the Board of Trustees, in writing filed with the Fund Office, to review your claim.

Ordinarily, the Board of Trustees will designate a Trustee Sub-Committee to review your claim as soon as possible after the receipt of your written request for a review, and will notify you in writing of the date, time and place of the hearing.

The Trustee Sub-Committee will review your claim along with any additional information which either you or your representative wish to present to the Trustee Sub-Committee. In preparation for this hearing, you have the right to review all documents and other papers held by the Plan which affect your claim. You have the right to argue against the claim denial either orally, or by submitting issues or comments in writing. You also have the right to have a representative act, at your own expense, on your behalf if you wish. The appeal before the Trustee Sub-Committee is informal in nature and a written transcript of the proceeding will not be taken.

The Board of Trustees, after reviewing the report of the Trustee Sub-Committee, shall make a decision in writing within 60 days after the receipt of the request for review which reaffirms, modifies or sets aside the former denial or partial denial. In special cases, including the holding of a hearing, more time (up to 60 more days from the date of the receipt of the request for review) may be needed to make the decision on review. In such a case, you will be notified that there will be a delay, along with an explanation of the reasons for needing more time.

## **SUSPENSION OF PENSION BENEFIT PAYMENTS**

### **Retirement Prior To Age 70½**

If you retire prior to age 70½, with Early, or 25-And-Out, or 30-And-Out, or Retirement in Normal Retirement, and you return to work on or after October 1, 2000 after you retire, the payment of your monthly benefits will be suspended by the Trustees for each month that you engage in any Suspendible Employment. While you are receiving retirement benefits prior to age 70½, you are permitted to work an unlimited number of hours in employment which is determined to be non-Suspendible Employment.

"Suspendible Employment" for retirees receiving retirement benefits prior to age 70½ is defined as employment of 50 or more hours of service during a calendar month, including employment as an employee, self-employed individual, supervising or management employee, (1) in the Industry, and (2) in a trade or craft in which the Participant was employed at any time in Covered Employment, and (3) in the geographic area covered by the Pension Fund or in a geographic area from which pension benefits are being received under a Reciprocal Agreement, determined as of the time that the Participant's pension benefit payments commenced or would have commenced if the Participant had not remained in or returned to Covered Employment.

"Industry" is defined as any business activities of the types in which any Participants in the Pension Fund were employed in Covered Employment by Contributing Employers, at the time that a Participant's pension benefit payments commenced or would have commenced if the Participant had not remained in or returned to Covered Employment.

A Participant's "trade or craft" is defined as employment which requires the retired Participant to either (1) perform the same services the Participant performed at any time he was in Covered Employment, or (2) use the same skills the Participant learned at any time he was in Covered Employment, or (3) supervise other employees who perform the same services the Participant performed at any time he was in Covered Employment.

**Example 1** - John, a truck driver, retires at age 56 from ABC Trucking Co. and is receiving early retirement benefits from the Pension Fund effective November 1, 2015. John then becomes employed as a truck driver by XYZ Trucking Co. on December 1, 2016 and works 60 hours each month thereafter. XYZ Trucking Co. is a non-Union company and does not contribute to the Pension Fund.

**Pension Fund Action:** John's early retirement benefit will be suspended effective December 1, 2016, because John is employed in Suspendible Employment as a truck driver (a trade or craft John performed while covered with the Pension Fund), in the Industry (XYZ Trucking Co. performs a type of business activity - trucking - covered by the Pension Fund), and for 50 or more hours per month.

**Example 2** - Mike, a truck driver, retires at age 54 from ABC Trucking Co. and is receiving 25-And-Out benefits from the Pension Fund effective November 1, 2015. Mike then becomes reemployed on December 1, 2016 by ABC Trucking Co., working 100 hours each month thereafter, as a supervising employee. ABC Trucking Co. is a Contributing Employer to the Pension Fund.

**Pension Fund Action:** Mike's 25-And-Out benefits will be suspended effective December 1, 2016, because he is employed in Suspendible Employment as a supervising employee (supervisor of a trade or craft - truck driver - that John performed while covered with the Pension Fund), for 50 or more hours per month.

**Example 3** - Bill, a truck driver, retires at age 60 from ABC Trucking Co. and is receiving normal retirement benefits from the Pension Fund effective November 1, 2015. Bill then becomes employed as a truck driver by XYZ Trucking Co. on December 1, 2016 and works 48 hours each month thereafter. XYZ Trucking Co. is a Contributing Employer to the Pension Fund.

**Pension Fund Action:** Bill's normal retirement benefits will not be suspended, because although he is employed in Suspendible Employment as a truck driver (a trade or craft

Bill performed while covered with the Pension Fund), he is employed less than 50 hours per month.

### **Retirement After Age 70½**

The suspension of benefit rules do not apply to Participants who have reached age 70½ and work in Suspendible Employment.

If your monthly benefit is suspended you will be required to repay to the Pension Fund all monthly benefits you received while employed in Suspendible Employment. Your monthly benefit will be suspended for each month during which you are so employed. Upon the termination of such employment, and written notification to the Pension Fund Office and approval by the Trustees, you will be entitled to the resumption of benefits.

If your benefits are subject to suspension, you will receive a notice from the Pension Fund advising you of the reasons for the suspension, the amount of benefits suspended, the provisions for the repayment of the suspended benefits, the requirements for the resumption of the benefits, and other pertinent information. You can appeal the suspension of your benefits as provided by the Pension Fund's rules.

If your benefits are suspended, it is your responsibility to notify the Pension Fund Office by the filing of the appropriate form that you are no longer engaged in Suspendible Employment. The Trustees will require that you provide sufficient information in the form to verify that you are no longer engaged in Suspendible Employment. The form can be obtained by writing to the Pension Fund Office at the above address.

The Trustees may require any Retiree, as a condition to receiving future benefit payments, to certify to the Trustees, at reasonable intervals, that the Retiree has not engaged in Suspendible Employment, or to provide, upon request, factual information sufficient to establish that any employment the Retiree is engaged in is not Suspendible Employment.

## **Request For Determination Of Suspendible Employment**

You may submit to the Trustees a written request for a determination of whether specific contemplated employment will cause the suspension of your benefit payments. The Trustees may limit the number of requests you can make during a plan year. The request for determination must contain factual information sufficient to establish whether the specific contemplated employment will cause a suspension of benefit payments. The Trustees will make the requested determination within 30 days after the receipt of the request, except that if the Trustees determine that additional information is necessary, this 30-day period will be extended until 30 days after the requested information is provided by you. The Trustees will then determine if your contemplated employment will cause a suspension of benefit payments. The Trustees' decision can be appealed by you as provided by the Pension Fund's rules.

If you earned any additional Credited Service during the period of the Suspendible Employment when your benefits were suspended, you will receive an additional benefit based on the additional Credited Service computed on the basis of the appropriate Unit Multiplier and other conditions of the Plan in effect at the time of the subsequent retirement.

## **MISCELLANEOUS PROVISIONS OF THE PENSION PLAN**

### **ADJUSTABLE BENEFITS**

Certain benefit rights, such as those available earlier than Normal Retirement Age and subsidized annuity options, are classified as Adjustable Benefits which can be reduced or eliminated under the Plan's 2010 Rehabilitation Plan as the result of the Plan being classified as being in Critical Status since April, 2010.

Following the recession of September, 2008, the Trustees were required to adopt the 2010 Rehabilitation Plan to address the Plan's then Critical Status. Participants were issued a Notice Concerning The 2010 Rehabilitation Plan, which provided for the elimination of certain "Adjustable Benefits" and changes to the rate of future benefit accruals, effective February 1, 2011. The Notice is available upon written request, or can be viewed on the Plan's website.

Adjustable Benefits may be reduced to a greater extent for Participants who are classified under "Default Status" under the Plan's Rehabilitation Plan, and to a lesser extent for Participants who were classified in Preferred Status, as of the date of their last service under the Plan.

### **ALIENATION OF BENEFITS**

You, your spouse and beneficiary cannot assign, sell or transfer pension benefits. There is no way under the Plan for your benefit to be alienated in any way by anyone including yourself, except by court order. However, should you return to Covered Employment, or engage in "Suspendible Employment", after you retire, your benefit may be suspended during the period that you are working. For further information, refer to the Table of Contents for the Section entitled "Suspension of Pension Benefit Payments".

The only exceptions are state court domestic relations orders, such as those for child support orders and orders relating to divorce proceedings. The Plan will honor such court orders if an order meets all of the qualifications of a Qualified Domestic Relations Order ("QDRO") under the provisions of ERISA.

#### **QUALIFIED DOMESTIC RELATIONS ORDERS**

A Qualified Domestic Relations Order is any order under state law which directs that all or a portion of your benefit be paid to an Alternate Payee, which may be your spouse, former spouse, child or other dependent in accordance with a Qualified Domestic Relations Order.

A Qualified Domestic Relations Order may require payment of all or a portion of your benefit to an Alternate Payee to begin on the earliest date when the Participant is first eligible to receive a retirement benefit, including an Early Retirement Benefit, even if the Participant has not retired or terminated service at that time, and continues to work and be covered with the Plan.

Effective January 1, 1985, the Plan was amended to provide procedures for determining whether a domestic relations order is qualified, and for making payments under those orders. The Fund Office will provide you with a copy of the procedures, without charge, upon written request.

#### **CASH-OUT OF ACCRUED BENEFIT**

In the event that the present value of your accrued benefit (benefit available at Normal Retirement Age) is \$5,000 or less, as determined by the Fund Actuary, you may choose to be paid the benefit in a lump-sum upon retirement.

A cash-out will be pursuant to the distribution rules promulgated by the Internal Revenue Service.



#### **AMENDMENT OR TERMINATION OF THE PENSION PLAN**

The provisions of the Plan permit the Trustees to amend or terminate the Plan, at any time, by an instrument in writing executed by the Trustees. If the Plan were to terminate, the assets of the Plan would be used to provide pensions and benefits to participants, and their spouses and beneficiaries, in accordance with the requirements of the Employee Retirement Income Security Act of 1974 and the terms of the Plan.

#### **INTERNAL REVENUE CODE SECTION 415**

Section 415 of the Internal Revenue Code imposes certain limitations on the maximum pension that you may receive under the Plan. In the unlikely event this section will affect your benefit, the Fund Office will contact you concerning the effect.

## RECIPROCAL AGREEMENT FOR TEAMSTERS PENSION FUNDS

This Reciprocal Agreement for teamsters pension funds (hereinafter called "Reciprocal Agreement") is made and entered into by and among the Boards of Trustees of the signatory Pension Funds which provide retirement and pension benefits for employees represented for the purpose of collective bargaining by one or more local unions affiliated with the International Brotherhood of Teamsters.

The Effective Date of this Reciprocal Agreement shall be, for each signatory Pension Fund, the date set forth as the "Effective Date" on the signature page used by the Fund to become a party to this Reciprocal Agreement and such Effective Date shall have the significance set forth hereinafter.

The persons who sign this Reciprocal Agreement shall be Employer or Union Trustees of the Pension Fund on whose behalf they sign and who are duly authorized to execute this Reciprocal Agreement for the pension fund they represent (hereinafter called individually and collectively the "Trustees").

### WITNESSETH:

WHEREAS, the Trustees of each signatory Pension Fund acting under separate Trust Agreements, are authorized and empowered to grant and administer retirement and pension benefits, under their respective retirement and pension plans, to employees who are or have been represented in collective bargaining by Local Unions affiliated with the International Brotherhood of Teamsters; and

WHEREAS many employees have been, are or may be from time to time employed by employers under contract to contribute to one of the signatory Pension Funds and at another time employed by an employer under contract to contribute to another of the signatory Pension Funds based on the hours worked by such employees and, as a consequence, an employee may be subject to the provisions of different pension plans; and

WHEREAS, many employees whose employment has been, is or may be divided among employers obligated to contribute to more than one of the signatory Pension Funds may not be eligible for any pension benefits from any signatory Pension Fund or may not qualify for a full pension benefit because their years of covered employment have been or will be divided among various employers and Local Union jurisdictions; and

WHEREAS, the Trustees of each signatory Pension Fund desire to provide Partial Pensions for employees who would be ineligible for any pension benefits from any signatory Pension Fund, or would not qualify for full pension benefits under any one of the signatory Pension Funds administered by the Trustees, because their years of covered employment have been divided between employers making contributions to two or more such Pension Funds; and

WHEREAS, the Trustees of each signatory Pension Fund have each adopted an amendment to their Pension Plan governing eligibility for and payment of Partial Pensions, in the form annexed hereto as Exhibit A; and

WHEREAS, the Trustees of each signatory Pension Fund desire to provide for the implementation of the amendments providing for Partial Pensions and the establishment of uniform procedures to carry out the terms of this Reciprocal Agreement; and

WHEREAS, the Trustees of each signatory Pension Fund executing this Reciprocal Agreement on behalf of their respective Pension Fund represent and warrant that they have been duly authorized to make, execute and deliver this Reciprocal Agreement,

NOW, THEREFORE, in consideration of the premises, it is mutually understood and agreed as follows:

*Section 1. Recognition*—Each signatory Pension Fund, for the period it is bound by this Reciprocal Agreement, recognizes each other signatory Pension Fund as a "Related Plan" for the purpose of the Article attached as Exhibit A, and for the further purposes set forth in this Reciprocal Agreement.

*Section 2. Cooperation*—The effective administration of Partial Pensions benefits by the Trustees of the signatory Pension Funds requires that each Fund exchange information with respect to the credited service of persons covered by such Fund, the status of Partial Pensions paid from time to time by such Fund and the details of the plans of benefits provided by such Fund. The Trustees of each signatory Pension Fund agree to cooperate in the exchange of relevant

information and documents to permit implementation of the Partial Pensions provisions in the attached Exhibit A. Each signatory Pension Fund shall comply promptly with any reasonable written request by another signatory Pension Fund for information or data necessary to carry out the purposes of this Reciprocal Agreement.

*Section 3. No Change in Exhibit A*—The Trustees of each signatory Pension Fund agree that no change shall be made in the provisions of the Article attached as Exhibit A, either by change of language or by any modification of the Pension Plan which would have the effect of changing the provisions of Exhibit A. It is further agreed that the only way a signatory Pension Fund can terminate the operation of the provisions of Exhibit A is to follow the "termination" provisions of this Reciprocal Agreement set forth in Section 7 hereof.

*Section 4. Effective Date*—The date this Reciprocal Agreement becomes operative as to any signatory Pension Fund shall be the date shown as the "Effective Date" on the signature page used by the Fund to become a party to this Reciprocal Agreement. The date this Reciprocal Agreement becomes operative as to any two signatory Pension Funds shall be the Effective Date of each such Related Plan if they are the same Effective Date or the later of the two Effective Dates if they are not the same.

*Section 5. Duration of Reciprocal Agreement*—This Reciprocal Agreement shall first be operative when at least two Pension Funds become signatories and shall continue to be operative so long as two or more Pension Funds continue as signatories.

*Section 6. Central Filing of Reciprocal Agreements*—Within ten days from the date of execution of this Reciprocal Agreement each Pension Fund which becomes a signatory shall file a signed copy of the Reciprocal Agreement and the attached Exhibit A with each of the following:

International President  
International Brotherhood of Teamsters  
Teamsters Building  
25 Louisiana Avenue, N. W.  
Washington, D. C. 20001

Director of Industrial Relations Department  
American Trucking Associations Inc.  
1616 P Street, N. W.  
Washington, D. C. 20036

It is understood that the said International President of the International Brotherhood of Teamsters and/or the said Director of Industrial Relations Department of the American Trucking Associations Inc. will cause to be published periodically, but at least annually, a list of all Pension Funds which have become and which remain parties to this Reciprocal Agreement based on the filing of a copy of such Reciprocal Agreements with them as provided for in this section and based on the filing notices of termination of participation in this Reciprocal Agreement as hereinafter provided. Such publication shall be in a form which will assure appropriate notice to representatives of all signatory Pension Funds.

*Section 7. Termination*—The Trustees of any signatory Pension Fund may terminate such Fund's participation in this Reciprocal Agreement upon 90 days written notice in advance of the date of such termination provided that such written notice complies with the following:

- (a) It states the effective date of termination of participation in the Reciprocal Agreement and such date shall not be less than 90 days from the date of mailing of such written notice.
- (b) A copy is sent by certified mail addressed to each of the following:

International President  
International Brotherhood of Teamsters  
Teamsters Building  
25 Louisiana Avenue, N. W.  
Washington, D. C. 20001

Director of Industrial Relations Department  
American Trucking Associations Inc.  
1616 P Street, N. W.  
Washington, D. C. 20036

- (c) It is signed by a majority of the Union and Employer Trustees of the Pension Fund.

It is agreed that once a signatory Pension Fund has terminated its participation in this Reciprocal Agreement it may not thereafter become a party to this agreement unless written consent is received from all Pension Funds participating as signatory Pension Funds at the time such Pension Fund may wish to re-participate.

*Section 8. Arbitration:* Any dispute, controversy or claim arising out of or relating to the application of this Reciprocal Agreement, or branch thereof, shall be settled by arbitration. Either signatory Pension Fund which is a party to a dispute, controversy or claim involving another signatory Pension Fund under this agreement which the Trustees involved cannot resolve within 90 days after the matter has been presented in writing by the aggrieved or moving signatory Pension Fund to the other signatory Pension Fund may request arbitration of the issue by filing a written notice of its desire for arbitration in which notice it shall set forth the nature of such dispute, controversy or claim by certified mail. If the Trustees of the signatory Pension Funds involved in the dispute cannot agree upon an arbitrator within 30 calendar days, then the Trustees of any of the signatory Pension Funds may apply to the senior judge of the United States District Court for the District in which the Fund has its situs, for the appointment of an arbitrator to hear the unresolved dispute, and such arbitration shall be conducted in accordance with such procedure as the arbitrator shall determine. The award of the arbitrator shall be final, binding and conclusive upon the parties to the dispute and may be enforced in any court of competent jurisdiction.

*Section 9. Separate Liability*

(a) It is expressly understood and agreed that none of the signatory Pension Funds assumes any of the liabilities or obligations of any of the other signatory Pension Funds or parties to this Reciprocal Agreement. Each signatory Pension Fund shall be liable solely and exclusively for pension benefits due under its own pension plan, and no signatory Pension Fund shall be liable for the acts or omissions of any other Pension Fund.

(b) The Trustees of each signatory Pension Fund shall be fully protected in acting upon any instrument, certificate, report or paper believed by them to be genuine, and the Trustees of each signatory Pension Fund shall be under no duty to make any investigation or inquiry as to any statement in any such writing, or as to the authority of the person making such statement, but may accept the same as conclusive evidence of the accuracy of the statement contained therein and the authority to make it.

*Section 10. Miscellaneous*

(a) Except as herein expressly provided, this Reciprocal Agreement may not be modified, varied, or altered except in writing executed by all of the then participating signatory Pension Funds.

(b) This Reciprocal Agreement shall be construed and enforced according to the laws of the State of Illinois and the Trustees of the signatory Pension Funds shall be liable to account with respect to this Reciprocal Agreement, and any rights and duties thereunder, only in the courts of the State of Illinois.

(c) The Trustees of each signatory Pension Fund represent that they have received a written statement from the actuary for their Pension Fund that their Pension Fund's ability to meet its obligations and actuarial liability will not be impaired by any reasonable amount of projected additional actuarial liability as the result of this Reciprocal Agreement.

**SIGNATURE PAGE**

IN WITNESS WHEREOF the undersigned Pension Fund by the signature of its duly authorized Trustees hereby becomes a party to the attached Reciprocal Agreement and agrees to be bound by its terms and provisions. It is understood that each Pension Fund which becomes or is a signatory to this Reciprocal Agreement is entering into this Reciprocal Agreement with each other Signatory Pension Fund and that the Effective Date of such Reciprocal Agreement shall be, as to any particular Pension Fund, the Effective date shown below if the other Pension Fund has the same Effective Date or the latest Effective Date if both Pension Funds have a different Effective Date. The Effective Date for the following Pension Fund shall be

....., 1965.

.....  
.....Pension Fund

**BY  
UNION TRUSTEES**

**BY  
EMPLOYER TRUSTEES**

.....  
.....  
.....  
.....  
.....  
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.....

**COMPLETE BELOW IF APPLICABLE**

It is understood and agreed that the above Reciprocal Agreement shall not make void, change or replace a prior Reciprocal Agreement entered into by the above signatory Pension Fund with the following Pension Fund(s):

.....  
.....  
.....  
.....

.....  
*Signature of Authorized Trustee*

.....  
*Signature of Authorized Trustee*

## EXHIBIT A

### ARTICLE ..... PARTIAL PENSIONS

**Section 1. Purpose** — Partial Pensions are provided under this Plan for employees who would otherwise lack sufficient service credit to be eligible for any pension because their years of employment were divided between different pension plans or, if eligible, whose pensions would be less than the full amount because of such division of employment.

**Section 2. Related Plans** — By resolution duly adopted, the Trustees recognize one or more other pension plans, which have executed a Reciprocal Agreement to which this Plan is a party, as a Related Plan.

**Section 3. Related Service Credits** — Service credits accumulated and maintained by an employee under a Related Plan shall be recognized under this Plan as Related Service Credits. The Trustees shall compute Related Service Credits on the basis on which that credit has been earned and credited under the Related Plan and certified by the Related Plan to this Plan.

**Section 4. Combined Service Credit** — The total of an employee's service credit under this Plan and Related Service Credit together comprise the employee's Combined Service Credit. Not more than one year of Combined Service Credit shall be counted in any calendar year.

**Section 5. Eligibility** — An employee shall be eligible for a Partial Pension under this Plan if he satisfies all of the following requirements:

- (a) He would be eligible for any type of pension under this Plan (other than a Partial Pension) if his Combined Service Credit were treated as service credit under this Plan; and
- (b) In addition to any other requirements necessary to be eligible under (a), he has, under this Plan, at least two years of service credit based on actual employment after his Effective Date of coverage; and
- (c) He is found to be (1) eligible for a partial pension from a Related Plan and (2) eligible for a partial pension from the Terminal Plan. The Terminal Plan shall be deemed to be the Plan associated with the local union which represents the employee at the time of, or immediately prior to, his retirement. If at that time the employee was not represented by any one such local union, then the Terminal Plan is the one to which the bulk of contributions were paid on behalf of the employee in the 36 consecutive calendar months immediately preceding his retirement; and
- (d) A pension is not payable to him from a Related Plan independently of its provisions for a Partial Pension. However, an employee who is entitled to a pension other than a Partial Pension from this Plan or a Related Plan may elect to waive the other pension and qualify for the Partial Pension.

**Section 6. — Breaks in Service** — In applying the rules of this Plan with respect to cancellation of service credit, any period in which an employee has earned Related Service Credit shall not be counted in determining whether there has been a period of no covered employment sufficient to constitute a break in service. Employment not covered by a Related Plan or Terminal Plan for less than five years shall not constitute a break in service.

**Section 7. Election of Pensions** — If an employee is eligible for more than one type of pension under this Plan, he shall be entitled to elect the type of pension he is to receive.

**Section 8. Partial Pension Amount** — The amount of the Partial Pension shall be determined as follows:

- (a) The amount of the pension to which the employee would be entitled under this Plan taking into account his Combined Service Credit shall be determined, then
- (b) The amount of service credit earned with this Plan since January 1, 1955, shall be divided by the total amount of Combined Service Credit earned by the employee since January 1, 1955, then
- (c) The fraction so determined in (b) shall be multiplied by the pension amount determined in (a) and the result shall be the Partial Pension amount payable by this Plan.

**Section 9. Payment of Partial Pensions** — The payment of a Partial Pension shall be subject to all of the conditions contained in this Plan applicable to other types of pensions including, but not limited to, retirement as herein defined and timely application. Partial Pension payments subject to this Article shall be limited to monthly pension payments to a pensioner or to monthly payments or death benefits to the survivor of a pensioner.

**Section 10.—Effective Date** — This Article and the payment of partial pensions hereunder, shall be effective on ..... 196 .....

A - TEAMSTER PENSION FUNDS  
SIGNATORIES TO THE NATIONAL RECIPROCAL  
AGREEMENT FOR TEAMSTERS PENSION FUNDS

1. Trucking Employees of North Jersey Welfare Fund, Inc. Pension Fund  
Jersey City, N. J. (IBT Locals 560, 617, 641).
2. Warehouse Local 570 Pension Fund (Baltimore, Md.)
3. Local Union 469 Pension Trust Fund (Perth Amboy, N.J.).
4. Pension Fund Local 445 (Yonkers, N. Y.)
5. Road Carriers Local 707 Pension Fund (NYC)
6. New England Teamsters and Trucking Industry Pension Fund  
(Mass., Conn., R.I., Me., N.H., Vt.) (Local Unions 25, 42,  
49, 59, 64, 82, 122, 145, 170, 191, 251, 340, 379, 404, 437,  
443, 493, 504, 526, 536, 559, 597, 633, 653, 671, 677, 686,  
735, 829, 841)
  - a. Connecticut Baking - Milk Industry Teamsters Union Pension  
Fund (Local Unions 145, 677, 443, 191). (Merged with  
New England).
  - b. Teamsters Local 536 Pension Fund (Wethersfield, Conn.)  
(Merged with New England).
  - c. New England Teamsters and Baking Industry Pension Fund  
(Local Unions 42, 64, 170, 340, 404, 493, 494, 559, 653, 686)  
Methuen, Mass. (Merged with New England).
7. Bakery Drivers Local 550 and Industry Pension Plan.
8. Freight Drivers and Helpers Local Union 557 Pension Fund (Baltimore, Md.)
9. Bakery Drivers Local 485 Pension Fund (Pittsburgh, Pa.)
10. Teamsters Joint Council 83 of Virginia Pension Fund (Local Unions 22,  
29, 171, 322, 539, 592, 822).
11. Teamsters Construction Industry and Miscellaneous Pension Fund  
(Pittsburgh, Pa.) (Local Unions 249, 341, 872, 30, 397, 453, 564,  
538, 491, 963, 110, 585, 261).
12. Local 295 Employer Group Pension Trust Fund (NYC)

13. Warehouse Employee's Union Local 169 and Employers Joint Pension Fund (Also, Locals 676 and 384) - Philadelphia, Pa. and vicinity.
14. Teamsters Local Union 211 Pension Fund (Pittsburgh, Pa.)
15. Cumberland, Maryland Area Teamsters Pension Fund (Local 453)
16. Hagerstown Motor Carriers and Teamsters Pension Plan (Local 992) (Hagerstown, Md.).
17. Teamsters Local 660 Pension Fund (Jersey City, N.J.)
18. Central Pennsylvania Teamsters Pension Fund (Local Unions 229, 312, 401, 429, 430, 764, 765, 771, 773, 776) (Reading, Pa.)
19. Warehouse Employers Pension Fund (Local 544) (Minneapolis, Minn.)
20. Teamsters Local Union 491 and Industry Pension Fund (Uniontown, Pa.)
21. Employer - Teamsters Joint Council 84 Pension Fund (Local Unions 175, 505, 789) (Charleston, W. Va.)
22. Western Pennsylvania Teamsters and Employers Pension Fund ( Local Unions 30, 110, 205, 211, 249, 250, 261, 273, 397, 453, 538, 564, 585, 635, 636, 872, 926, 944, 963) (Pittsburgh, Pa.)
23. New York Central Teamsters Pension Fund. (Local Unions 294, 295, 449, 693, 917) (Englewood, N.J.)
24. Local 364 Sales Drivers and Industry Pension Fund (South Bend, Ind.)
25. Teamsters Allied Pension Fund of Maryland (Local 311) (Baltimore, Md.)
26. Local Union 710 Pension Fund (Chicago, Ill.)
27. Local 852 General Warehousemen's Union Pension Fund (New York, N.Y.) (Merged into Local 202) (Separate entity from Union Pension Fund of Local 202)
28. New York State Teamsters Conference Pension and Retirement Fund (Local Unions 65, 118, 182, 232, 294, 317, 375, 398, 449, 506, 529, 648, 649, 687, 693) (Utica, N.Y.)
29. Central States, Southeast and Southwest Areas Pension Plan (Chicago, Ill.)
30. Teamsters Pension Trust Fund of Philadelphia and Vicinity (Local Unions 107, 326, 312, 384, 331, 470, 676, 929, 513, 500, 628, 161)
31. Bakery Drivers Local 802 Pension Fund (Long Island City, N.Y.)
32. Dairy Employees Local 316 Pension Fund (Syracuse, N.Y.)



33. Upstate New York Bakery Drivers and Industry Pension Fund (Local Unions 65, 316, 529, 669 687, 791 and Engineers Locals 71-71A) (Syracuse, N. Y.)
34. United Wire, Metal and Machine Pension Fund (Local 810) (NYC)
35. Teamsters Local 876 Pension Fund (Salisbury, Md.)
36. Teamsters Local 277 Pension Fund (NYC)
37. Bakery Drivers and Salesmen Local 194 and Industry Pension Fund (Union, N.J. )
38. Pension Trust Fund-Local Union 27 (NYC)
39. Teamsters Local Union 210 Pension Fund (NYC)
40. Local 805 Pension and Retirement Fund (NYC)
41. Local 816 Labor and Management Pension Trust Fund (NYC)
42. Pension Fund of the NYC Trucking Industry Local 807 (NYC)
43. Pension Fund of the Albany Area Trucking and Allied Industries, Local 294 (Albany, N. Y.)
44. Local 804 Pension Fund (Long Island City, N. Y.)
45. Local 917 Pension Fund (NYC)
46. Teamsters Construction Industry & Miscellaneous Pension Fund (Local 453) (Cumberland, Md.)
47. Teamsters Union No. 142 Pension Fund (Gary, Ind.)
48. Private Sanitation Union Local 813 Pension Fund (NYC)
49. Local 1034 Pension Fund (NYC)
50. Local 868 International Brotherhood of Teamsters Pension Fund (NYC)
51. Teamsters Local 639 - Employers Pension Trust (Local Unions 639, 922) Washington, D.C.)
52. Teamsters Local 408 Pension Fund (Union, N. J. )
53. Trucker's Welfare Fund (Local 560) (Union City, N.J.)
54. Johnstown Bakers' and Teamsters Union Pension Fund (Locals 110, 453) (Johnstown and Bedford, Pa.)

55. Local 282 Pension Trust Fund (NYC)
56. Bakery and Sales Drivers' Local Union 33 Industry Pension Fund (Washington, D.C.)
57. Local 1205 Pension Fund (Brooklyn, N. Y.)
58. Bakery Driver Local 52 and Industry Pension Fund (Cleveland, Ohio)
59. Teamsters Trucking Employees New York Area Welfare Pension Fund (Locals 560, 617, 641).
60. West Chester Moving and Storage Industry Pension Fund, Local 445 (Yonkers, N.Y.)
61. Teamsters Local 814 Pension Fund (Long Island City, N. Y.)
62. Local 840 Pension Fund (NYC)
63. Local 918 Pension Fund (Brooklyn, N. Y )
64. Local 617 Pension Fund (Jersey City, N. J.)
65. Teamsters Local 311 Pension Fund of Maryland (Baltimore, Md.)
66. Teamsters Local 84 Pension Fund (Industrial) (Ft. Lee, N.J.)
67. *Teamsters Local 202 Pension Fund (Brant, N.Y.)*
68. *Teamsters Local 641 and allied Industries*

## TEAMSTER PENSION FUNDS

Group A, titled National Agreement, represents those Teamster plans which have signed the National Reciprocal Agreement.

Group B, titled Reciprocal Agreement between Central States and Other Pension Funds, is self-explanatory.

Group C, titled Two-Fund Agreement (other than Central States) lists pension reciprocal agreements between two Teamster pension funds, to which the Central States is not signatory.

Group D - United Parcel Service Pension Plan covering Teamster Local Unions 17, 89, 146, 307, 435.

B. PENSION FUNDS SIGNED TO THE  
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS  
RECIPROCAL AGREEMENT

1. Western Pennsylvania Teamster and Employers Pension Fund (Local Unions 27, 30, 110, 205, 211, 249, 250, 261, 273, 341, 397, 453, 491, 538, 564, 585, 635, 872, 926, 944, 963) (Pittsburgh, Pa.)
2. Trucking Employees of North Jersey Welfare Fund, Inc. (Jersey City, N.J.) (Local Unions 560, 641, 617)
3. Cumberland, Maryland Area Teamster Pension Fund (Cumberland, Md.)
4. Hagerstown Motor Carriers and Teamsters Pension Fund (Hagerstown, Md.) (Local 992)
5. Local Union 710 Pension Fund (Chicago, Ill.)
6. Chicago Truck Drivers, Chauffeurs and Helpers Union of Chicago and Vicinity Pension Fund (Chicago, Ill.)
7. Employer-Teamsters Joint Council 84 Pension Fund (Charleston, W. Va.)
8. Teamsters Local 491 and Industry Pension Fund (Uniontown, Pa.)
9. Western Conference of Teamsters Pension Trust Fund (Seattle, Washington)
10. Teamsters Joint Council 83 of Virginia
11. Local Union 469 Pension Trust (Perth Amboy, N. J.)
12. Teamsters Local Union 142 Pension Fund (Gary, Ind.)
13. Central Pennsylvania Teamsters Pension Fund (Reading, Pa.) (Local Unions 29, 229, 312, 401, 430, 764, 765, 771, 773, 776, 869)
14. Warehouse Employers Pension Plan of Minneapolis, Minnesota (Local 544) (Minneapolis, Minn.)
15. Local Union 754 Dairy Employees - Milk Dealers' Pension Fund (Chicago, Ill.)
16. Beer Industry - Local Union 744 (Chicago, Ill.)
17. Building Material Drivers Local 436 Pension Fund (Cleveland, Ohio)
18. Soft Drink Industry Employers - Local Union 744 Fund (Chicago, Ill.)
19. Produce Drivers Local 703 Pension Fund Trust (Chicago, Ill.)
20. Local Union 705 IBT Pension Fund (Chicago, Ill.)

21. Teamsters Local Union 301 Pension Fund (Waukegan, Ill.)
22. Suburban Teamsters Of Northern Illinois Pension Fund  
(Locals 179, 330, 423, 673)

LOCAL UNION

5 - Baton Rouge, Louisiana	82 - Quincy, Massachusetts
6 - St. Louis, Missouri	86 - Aiken, South Carolina
7 - Kalamazoo, Michigan	89 - Louisville, Kentucky
15 - Galesburg, Illinois	90 - Des Moines, Iowa
19 - Dallas, Texas	92 - Canton, Ohio
20 - Toledo, Ohio	97 - Newark, New Jersey
21 - Hannibal, Missouri	98 - Detroit, Michigan
22 - Collinsville, Virginia	100 - Cincinnati, Ohio
23 - Johnson City, Tennessee	104 - Phoenix, Arizona
24 - Akron, Ohio	105 - Cincinnati, Ohio
26 - Danville, Illinois	113 - Canton, Ohio
28 - Taylors, South Carolina	114 - Cincinnati, Ohio
34 - Battle Creek, Michigan	116 - Fargo, North Dakota
40 - Mansfield, Ohio	120 - St. Paul, Minnesota
41 - Kansas City, Missouri	122 - Boston, Massachusetts
43 - Racine, Wisconsin	123 - Mandan, North Dakota
47 - Fort Worth, Texas	126 - Fond du Lac, Wisconsin
50 - Belleville, Illinois	133 - St. Louis, Missouri
51 - Detroit, Michigan	135 - Indianapolis, Indiana
52 - Cleveland, Ohio	142 - Gary, Indiana
54 - St. Louis, Missouri	144 - Terre Haute, Indiana
56 - Sheboygan, Wisconsin	147 - Des Moines, Iowa
61 - Hickory, North Carolina	153 - Union, New Jersey
67 - Washington, D.C.	157 - Boston, Massachusetts
71 - Charlotte, North Carolina	160 - Red Wing, Minnesota
74 - Minot, North Dakota	164 - Jackson, Michigan
75 - Green Bay, Wisconsin	171 - Roanoke, Virginia
79 - Tampa, Florida	173 - Bradenton, Florida

175 - Charleston, West Virginia

179 - Joliet, Illinois

185 - Cincinnati, Ohio

190 - Billings, Montana

191 - Bridgeport, Connecticut

193 - Indianapolis, Indiana

198 - Miami, Florida

199 - La Crosse, Wisconsin

200 - Milwaukee, Wisconsin

201 - Lafayette, Louisiana

207 - Kansas City, Missouri

214 - Detroit, Michigan

215 - Evansville, Indiana

218 - Burlington, Iowa

221 - Minneapolis, Minnesota

222 - Salt Lake City, Utah

236 - Paducah, Kentucky

238 - Cedar Rapids, Iowa

243 - Detroit, Michigan

245 - Springfield, Missouri

247 - Detroit, Michigan

251 - East Providence, Rhode Island

261 - New Castle, Pennsylvania

270 - New Orleans, Louisiana

279 - Decatur, Illinois

283 - Detroit, Michigan

285 - Detroit, Michigan

289 - Minneapolis, Minnesota

293 - Cleveland, Ohio

298 - Michigan City, Indiana

299 - Detroit, Michigan

301 - Waukegan, Illinois

307 - Casper, Wyoming

312 - Chester, Pennsylvania

320 - Minneapolis, Minnesota

325 - Rockford, Illinois

327 - Nashville, Tennessee

328 - Escanaba, Michigan

332 - Flint, Michigan

333 - Baltimore, Maryland

335 - Kansas City, Missouri

336 - Cleveland, Ohio

337 - Detroit, Michigan

339 - Port Huron, Michigan

344 - Milwaukee, Wisconsin

345 - Akron, Ohio

346 - Duluth, Minnesota

347 - West Frankfort, Illinois

348 - Akron, Ohio

354 - Stevens Point, Wisconsin

359 - Minneapolis, Minnesota

361 - Toledo, Ohio

364 - South Bend, Indiana

365 - Toledo, Ohio

367 - St. Louis, Missouri

371 - Rock Island, Illinois

372 - Detroit, Michigan

373 - Fort Smith, Arkansas

376 - Detroit, Michigan

377 - Youngstown, Ohio

383 - Sioux City, Iowa	486 - Saginaw, Michigan
385 - Orlando, Florida	487 - Mankato, Minnesota
387 - Des Moines, Iowa	492 - Albuquerque, New Mexico
388 - Tampa, Florida	497 - Akron, Ohio
390 - Miami, Florida	498 - Kansas City, Kansas
391 - Greensboro, North Carolina	503 - St. Paul, Minnesota
392 - Cleveland, Ohio	504 - Boston, Massachusetts
394 - Des Moines, Iowa	505 - Huntington, West Virginia
402 - Muscle Shoals, Alabama	507 - Cleveland, Ohio
406 - Grand Rapids, Michigan	509 - Cayce, South Carolina
407 - Cleveland, Ohio	510 - Orrville, Ohio
409 - St. Paul, Minnesota	512 - Jacksonville, Florida
410 - Cleveland, Ohio	515 - Chattanooga, Tennessee
413 - Columbus, Ohio	516 - Muskogee, Oklahoma
414 - Fort Wayne, Indiana	519 - Knoxville, Tennessee
415 - Cleveland, Ohio	523 - Tulsa, Oklahoma
421 - Dubuque, Iowa	525 - Alton, Illinois
422 - Cleveland, Ohio	526 - Fall River, Massachusetts
423 - Aurora, Illinois	527 - Muskegon, Michigan
428 - Steubenville, Ohio	528 - Atlanta, Georgia
436 - Cleveland, Ohio	534 - Sedalia, Missouri
444 - Auburndale, Florida	538 - Kittanning, Pennsylvania
446 - Wausau, Wisconsin	539 - Winchester, Virginia
455 - Dixon, Illinois	541 - Kansas City, Missouri
458 - Detroit, Michigan	543 - Lafayette, Indiana
460 - St. Joseph, Missouri	544 - Minneapolis, Minnesota
462 - Highland Park, New Jersey	545 - Cleveland, Ohio
470 - Philadelphia, Pennsylvania	549 - Kingsport, Tennessee
471 - Minneapolis, Minnesota	552 - Kansas City, Missouri
473 - Cleveland, Ohio	554 - Omaha, Nebraska
480 - Nashville, Tennessee	555 - Cleveland, Ohio



560 - Union City, New Jersey  
563 - Menasha, Wisconsin  
568 - Shreveport, Louisiana  
570 - Baltimore, Maryland  
571 - Lorain, Ohio  
574 - Cape Girardeau, Missouri  
575 - Newark, New Jersey  
577 - Amarillo, Texas  
579 - Janesville, Wisconsin  
580 - Lansing, Michigan  
581 - Grand Forks, North Dakota  
592 - Richmond, Virginia  
600 - St. Louis, Missouri  
603 - St. Louis, Missouri  
604 - St. Louis, Missouri  
610 - St. Louis, Missouri  
612 - Birmingham, Alabama  
614 - Pontiac, Michigan  
617 - Jersey City, New Jersey  
618 - St. Louis, Missouri  
619 - Manitowoc, Wisconsin  
627 - Peoria, Illinois  
636 - Pittsburgh, Pennsylvania  
637 - Zanesville, Ohio  
638 - Minneapolis, Minnesota  
641 - Jersey City, New Jersey  
650 - Waterloo, Iowa  
651 - Lexington, Kentucky  
654 - Springfield, Ohio

657 - San Antonio, Texas  
661 - Cincinnati, Ohio  
662 - Eau Claire, Wisconsin  
667 - Memphis, Tennessee  
673 - Wheaton, Illinois  
677 - Waterbury, Connecticut  
682 - St. Louis, Missouri  
688 - St. Louis, Missouri  
693 - Binghamton, New York  
695 - Madison, Wisconsin  
696 - Topeka, Kansas  
697 - Wheeling, West Virginia  
700 - St. Louis, Missouri  
703 - Chicago, Illinois  
705 - Chicago, Illinois  
706 - Chicago, Illinois  
714 - Berwyn, Illinois  
716 - Indianapolis, Indiana  
717 - Chicago, Illinois  
722 - Ottawa, Illinois  
723 - Passaic, New Jersey  
725 - Chicago, Illinois  
726 - Chicago, Illinois  
727 - Chicago, Illinois  
728 - Atlanta, Georgia  
735 - Norwood, Massachusetts  
738 - Chicago, Illinois  
743 - Chicago, Illinois  
745 - Dallas, Texas

749 - Sioux Falls, South Dakota  
753 - Chicago, Illinois  
754 - Chicago, Illinois  
761 - Chicago, Illinois  
767 - Fort Worth, Texas  
769 - Miami, Florida  
773 - Allentown, Pennsylvania  
776 - Harrisburg, Pennsylvania  
777 - Chicago, Illinois  
781 - Chicago, Illinois  
783 - Louisville, Kentucky  
790 - Marshalltown, Iowa  
792 - Minneapolis, Minnesota  
795 - Wichita, Kansas  
822 - Norfolk, Virginia  
823 - Joplin, Missouri  
828 - Mason City, Iowa  
833 - Jefferson City, Missouri  
836 - Middletown, Ohio  
838 - Kansas City, Missouri  
841 - Malden, Massachusetts  
844 - Waterloo, Iowa  
864 - Rolla, Missouri  
866 - Passaic, New Jersey  
878 - Little Rock, Arkansas  
886 - Oklahoma City, Oklahoma  
891 - Jackson, Mississippi  
892 - Jersey City, New Jersey  
901 - Santurce, Puerto Rico

908 - Lima, Ohio  
916 - Springfield, Illinois  
919 - Houston, Texas  
920 - Beaumont, Texas  
941 - El Paso, Texas  
947 - Jacksonville, Florida  
949 - Houston, Texas  
955 - Kansas City, Missouri  
956 - Kansas City, Missouri  
957 - North Dayton, Ohio  
961 - Denver, Colorado  
964 - Cleveland, Ohio  
968 - Houston, Texas  
969 - Lake Charles, Louisiana  
970 - Minneapolis, Minnesota  
971 - Belleville, Illinois  
974 - Minneapolis, Minnesota  
975 - St. Paul, Minnesota  
984 - Memphis, Tennessee  
985 - Detroit, Michigan  
988 - Houston, Texas  
991 - Mobile, Alabama  
992 - Hagerstown, Maryland  
997 - Fort Worth, Texas  
1110 - San Antonio, Texas

C. Two-Fund Agreements  
(Other than Central States)

1. Local 295 Employer Group Pension Trust Fund & Local 816 (NYC)
2. Local 295 Employer Group Pension Trust Fund & Local 282 Pension Trust Fund No. II (NYC)
3. Local 295 Employer Group Pension Trust Fund & Local 806 (NYC)
4. Local 295 Employer Group Pension Trust Fund & Local 282 (NYC)
5. Local 295 Employer Group Pension Trust Fund & Local 478 (Union, N. J.)
6. Local 469 Pension Fund and Unions Affiliated with Joint Council 73  
(Essex County, N.J.)
7. Freight Drivers and Helpers Local Union No. 557 Pension Fund (Baltimore, Md.)  
and Teamsters Local 639 Employers Pension Trust (D.C.)
8. Local 707 New York City and New England Teamster Unions (28 Locals)
9. Local 707 New York City and Local 282 (NYC)
10. Local 707 New York City and Local 701 (No. Brunswick, N.J.)
11. Local 707 New York City and Local 814 (NYC)
12. Local 707 New York City and Local 478 (Union, N. J.)
13. Local 707 New York City and Local 816 (NYC)
14. Local 807 New York City and Local 202 (NYC)
15. Local 807 New York City and Local 282 (NYC)
16. Local 807 New York City and Local 295 (NYC)
17. Local 807 New York City and Local 478 (Union, N. J.)
18. Local 807 New York City and Local Pension Fund of Trucking Employees of  
North Jersey Welfare Fund (Locals 560, 617, 641)
19. Local 807 New York City and Local 701 (No. Brunswick, N. J.)
20. Local 807 New York City and Local 707 (NYC)
21. Local 807 New York City and Local 804 (NYC)
22. Local 807 New York City and Local 814 (NYC)

23. Local 807 New York City and Local 816 (NYC)
24. Local 807 New York City and Local 282 Pension Trust Fund No. II (NYC)
25. Western Conference of Teamsters Pension Trust Fund and Local 710 Pension Fund (Chicago, Ill.)
26. Trucking Employees of North Jersey Welfare Fund (560, 617, 641) Jersey City, N. J. and Local 707 (NYC)
27. Trucking Employees of North Jersey Welfare Fund (560, 617, 641) Jersey City, N. J. and Local 816 (NYC)
28. Trucking Employees of North Jersey Welfare Fund (560, 617, 641) Jersey City, N. J. and Local 660 (Jersey City, N. J.)
29. Trucking Employees of North Jersey Welfare Fund (560, 617, 641) Jersey City, N. J. and Local 701 (No. Brunswick, N. J.)
30. Trucking Employees of North Jersey Welfare Fund (560, 617, 641) Jersey City, N. J. and Local 282 Pension Trust Fund No. II (NYC)
31. Trucking Employees of North Jersey Welfare Fund (560, 617, 641) Jersey City, N. J. and Western Pennsylvania Teamsters and Employers Pension Fund (Pittsburgh, Pa.)
32. Trucking Employees of North Jersey Welfare Fund (560, 617, 641) Jersey City, N. J. and Joint Council 84 (Charleston, W. Va.)
33. Trucking Employees of North Jersey Welfare Fund (560, 617, 641) Jersey City, N. J. and Local 282 (NYC)
34. Trucking Employees of North Jersey Welfare Fund (560, 617, 641) Jersey City, N. J. and Local 478 (Union, N. J. )
35. Trucking Employees of North Jersey Welfare Fund (560, 617, 641) Jersey City, N. J. and Teamsters Local Union 491 and Industry Pension Fund (Uniontown, Pa.)
36. Hagerstown Motor Carriers and Teamster Pension Fund ( Local 992) and Western Pennsylvania Teamsters and Employers Pension Fund (Pittsburgh, Pa.)
37. Hagerstown Motor Carriers and Teamster Pension Fund (Local 992) and Cumberland, Maryland, Area Teamsters' Pension Plan
38. Hagerstown Motor Carriers and Teamster Pension Fund (Local 992) and Teamsters Local Union No. 491 and Industry Pension Fund (Uniontown, Pa.)

39. Hagerstown Motor Carriers and Teamster Pension Fund (Local 992) and Employer-Teamsters Joint Council No. 84 Pension Fund (Charleston, W. Va.)
40. Western Pennsylvania Teamsters and Employers Pension Fund (Pittsburgh, Pa.) and Teamsters Local Union 491 and Industry Pension Fund (Uniontown, Pa.)
41. Western Pennsylvania Teamsters and Employers Pension Fund (Pittsburgh, Pa.) and Employer-Teamsters Joint Council No. 84 Pension Fund (Charleston, W. Va.)
42. Western Pennsylvania Teamsters and Employers Pension Fund (Pittsburgh, Pa.) and Cumberland, Maryland Area Teamsters Pension Fund (Cumberland, Md.)
43. Western Pennsylvania Teamsters and Employers Pension Fund (Pittsburgh, Pa.) and Chicago Truck Drivers, Chauffeurs and Helpers Union of Chicago and Vicinity (Chicago, Ill.)
44. Western Pennsylvania Teamsters and Employers Pension Fund (Pittsburgh, Pa.) and Central Pennsylvania Teamsters Pension Plan (Reading, Pa.)
45. Western Pennsylvania Teamsters and Employers Pension Fund (Pittsburgh, Pa.) and Local 710 Pension Fund (Chicago, Ill.)
46. Cumberland, Maryland Area Teamsters Pension Fund, Inc. and Teamsters Local Union 491 and Industry Pension Fund (Uniontown, Pa.)
47. Cumberland, Maryland Area Teamsters Pension Fund and Employer-Teamsters Joint Council No. 84 Pension Fund (Charleston, W. Va.)
48. Chicago Truck Drivers, Chauffeurs and Helpers Union of Chicago and Vicinity (Chicago, Ill.) and Local 491 and Industry Pension Fund (Uniontown, Pa.)
49. Central Pennsylvania Teamsters Pension Fund and Employer-Teamsters Joint Council No. 84 Pension Fund (Charleston, W. Va.)
50. Employer-Teamsters Joint Council No. 84 Pension Fund (Charleston, W. Va.) and Chicago Truck Drivers, Chauffeurs and Helpers Union of Chicago and Vicinity.
51. Employer-Teamsters Joint Council No. 84 Pension Fund (Charleston, W. Va.) and Teamsters Local Union 491 and Industry Pension Fund (Uniontown, Pa.)
52. New England Teamsters and Baking Industry Pension Fund (Locals 42, 64, 170, 340, 404, 493, 494, 559, 653, 686) Methuen, Mass. and IBT Local 380 Retirement Fund.

53. Local 282 Pension Trust Fund (NYC) and Coal and Fuel Oil Drivers Local 553 Pension Fund (NYC)
54. Local 282 Pension Trust Fund (NYC) and Local Union No. 701 Pension Fund (No. Brunswick, N.J.)
55. Local 282 Pension Trust Fund (NYC) and Local Union No. 814 Pension Fund (NYC)
56. Local 282 Pension Trust Fund (NYC) and Local Union No. 816 Pension Fund (NYC)
57. Local 282 Pension Trust Fund (NYC) and Local 282 Pension Trust Fund No. II (NYC)
58. Local 282 Pension Trust Fund (NYC) and Teamsters Local Union 202 Pension Fund (NYC)
59. Western Conference of Teamsters Pension Trust Fund (Seattle, Wash.) and Bakery Drivers Local 550 and Industry Pension Fund (NYC)
60. Local 814 Pension Fund (NYC) and Pension Trust Fund, Local 27 (NYC)
61. Local 814 Pension Fund (NYC) and Local Union 560 (Union City, N. J.)
62. Local 814 Pension Fund (NYC) and Local Union 804 (L.I. City, N. Y )
63. Local 814 Pension Fund (NYC) and Local 816 Pension Fund (NYC)
64. Local 814 Pension Fund (NYC) and West Chester Moving and Storage Industry Local 445 Pension Fund
65. Mid-Jersey Trucking Industry, Local 701 Welfare and Pension Fund (No. Brunswick, N.J. and Warehouse Employees Union, Local 169 and Employers Joint Pension Fund (Philadelphia, Pa.)
66. Mid-Jersey Trucking Industry, Local 701 Welfare and Pension Fund (No. Brunswick, N.J. and Local 478 Trucking and Allied Industries Pension Fund (Union, N. J.)
67. Local 816 Labor and Management Pension Trust Fund (NYC) and Union Pension Fund Local 202 (NYC)
68. Local 816 Labor and Management Pension Trust Fund (NYC) and Local 27 Pension Fund (NYC)
69. Local 816 Labor and Management Pension Trust Fund (NYC) and Local 240 Pension Fund (NYC)
70. Local 816 Labor and Management Pension Trust Fund (NYC) and Teamsters Union Local 408 Pension Fund (only covering former employees of Jacobson Bros.) (Union, N. J.)
71. Local 816 Labor and Management Pension Trust Fund (NYC) and Local 478 Trucking and Allied Industries Pension Fund (Union, N. J.)

72. Local 816 Labor and Management Pension Trust Fund (NYC) and Pension Fund of Mid-Jersey Trucking Industry, Local 701 (No. Brunswick, N.J.)
73. Local 816 Labor and Management Pension Trust Fund (NYC) and Local 282 Pension Trust Fund No. II (NYC)
74. Local 816 Labor and Management Pension Trust Fund (NYC) and Management-Labor Pension Fund, Local 1730 ILA
75. Pension Fund of the New York City Trucking Industry Local 807 and Pension Trust Fund Local Union No. 27 (NYC)
76. Pension Fund of the New York City Trucking Industry Local 807 and Inland Terminal Workers, Local 1730 affiliated with the International Longshoremen's Association (NYC)
77. Western Conference of Teamsters Pension Trust Fund (Seattle, Wash.) and Teamsters Union No. 142 Pension Fund (Gary, Ind.)
78. Pension Trust Fund, Private Sanitation Union Local 813 and Local 1034 Pension Fund (NYC)
79. Teamsters Local Union No. 408 Pension Fund (Union, N. J. ) and Local 478 Trucking and Allied Industries Pension Fund (Union, N.J.)
80. Teamsters Local 469 Pension Fund (Perth Amboy, N.J. ) and Mid-Jersey Trucking Industry, Local 701 Pension Plan (No. Brunswick, N.J.)
81. Teamsters Union Local No. 710 Pension Fund (Chicago, Ill.) and Teamsters Union No. 142 Pension Fund (Gary, Ind.)
82. Teamsters Union Local No. 710 Pension Fund (Chicago, Ill.) and Teamsters Local No. 703 Pension Fund (Chicago, Ill.)
83. Teamsters Union Local No. 710 Pension Fund (Chicago, Ill.) and Teamsters Local No. 744 Pension Fund (Chicago, Ill.)
84. Teamsters Union Local No. 710 Pension Fund (Chicago, Ill.) and Chicago Truck Drivers, Chauffeurs, and Helpers Union of Chicago and Vicinity Pension Fund (Chicago, Ill.)
85. Teamsters Pension Trust Fund of Philadelphia and Vicinity (Local 107) and Pension Fund Mid-Jersey Trucking Industry, Local 701 (No. Brunswick, N.J.)
86. Local 282 Pension Trust Fund (NYC) and Pension Trust Fund Local Union No. 27 (NYC)

87. Teamsters Pension Trust Fund of Philadelphia and Local 478 Trucking and Allied Industries Pension Fund.

88. Teamsters Pension Trust Fund of Philadelphia and Vicinity and the Western Conference of Teamsters Pension Trust.



RECIPROCAL AGREEMENT FOR PARTIAL PENSIONS  
BETWEEN  
WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND  
AND  
UPS PENSION PLAN

THIS AGREEMENT is between the Trustees of the WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND, with their principal office located at c/o Pen-Wel, Inc., Foster Plaza VIII, 730 Holiday Drive, Pittsburgh, PA 15220 (hereinafter "WESTERN PENNSYLVANIA FUND") and the Trustees of the UPS PENSION PLAN, with their principal office located at Greenwich Office Park 5, Greenwich, CT 06831 (hereinafter "UPS PLAN") (singlely or jointly hereinafter referred to as "the Fund" or "the Funds").

I. PREMISES

WHEREAS, the WESTERN PENNSYLVANIA FUND and the UPS PLAN were each formed to provide retirement, death and termination benefits for certain employees in conformity with the applicable requirements of the Labor Management Relations Act of 1947, as amended, and the Employee Retirement Income Security Act of 1974, as amended; and

WHEREAS, the WESTERN PENNSYLVANIA FUND Trustees represent that the Western Pennsylvania Pension Plan contains provisions for partial pensions and the recognition of a "Related Plan", that Exhibit A-1 attached hereto is a true copy of the

said provisions, and that the said provisions were lawfully adopted and are now in full force and effect; and

WHEREAS, the UPS PLAN Trustees represent that the UPS Pension Plan contains provisions for partial pensions and the recognition of a "Related Plan", that Exhibit A-2 attached hereto is a true copy of the said provisions, and that the said provisions were lawfully adopted and are now in full force and effect; and

WHEREAS, the WESTERN PENNSYLVANIA FUND Trustees desire to recognize the UPS Pension Plan as a Related Plan, and the UPS Plan Trustees desire to recognize the Western Pennsylvania Pension Plan as a Related Plan, on the terms and conditions hereinafter set forth.

## II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties, intending to be legally bound agree as follows:

1. The WESTERN PENNSYLVANIA FUND Trustees hereby recognize the UPS Pension Plan as a Related Plan as of August 1, 1987.

2. The UPS PLAN Trustees hereby recognize the Western Pennsylvania Pension Plan as a Related Plan as of August 1, 1987.

3. In order that the Trustees of each Fund may administer their respective Pension Plans in accordance with the provisions of Exhibits A-1 and A-2, it is agreed that each Fund shall comply promptly with any reasonable written request by the other Fund for information or data reasonably required by the other Fund with respect to the Vehtina credit and benefit accrual credited service of persons covered, or previously covered by the Fund, the status of partial pensions paid from time to time by the Fund, and the details of the plan of benefits provided by the Fund.

4. Whenever information is furnished hereunder, the same shall be certified for the Fund furnishing the same by a person authorized in writing by the Trustees of that Fund to furnish such statement certification.

5. Amendment of Pension Plans.

5.1 Contemporaneously with the execution of this Agreement, the Trustees of each Fund will furnish to the other Fund five true copies of their respective Pension Plans, as in effect on the date those Trustees execute this Agreement.

5.2 The Trustees of each Fund will furnish to the other Fund a true copy of any amendments to their respective Pension Plan adopted after the date those Trustees execute this Agreement not later than ninety (90) days after the amendment is adopted.

5.3 Any Amendment or modification of either Pension Plan which is intended or designed to nullify or prohibit, or has the effect of nullifying, prohibiting or materially altering, in whole or in part, the provisions of that Pension Plan as set forth in Exhibits A-1 or A-2 shall become effective on its scheduled effective date. However, if the Trustees of the Fund adopting such amendment receive from the Trustees of the other Fund within forty-five (45) days after a copy of the amendment was received by the other Fund a notice of accelerated termination of this Agreement under Section 10.3 herein, the amendment shall not become effective for any purpose in connection with the eligibility for or computation of a partial pension payable by either Fund which reflects a period of coverage under the Pension Plan of the amending Fund where such pension first becomes payable before the effective date of termination of this Agreement.

6. It is expressly understood and agreed that neither Fund assumes any of the liabilities or obligations of the other Fund. It is the understanding and intention of the parties that each Fund shall be liable solely and exclusively for pension

benefits due under its own Pension Plan and neither Fund shall be liable for the acts or omissions of the other Fund, or its Trustees, employers or agents.

7. Each Fund shall keep an accurate and detailed account of all disbursements and other transactions hereunder, and upon written request of the other Fund, shall furnish a written statement concerning payments to any individual made under the provisions of this Agreement.

8. The Trustees of each Fund shall be fully protected in acting upon any instrument, certificate or paper believed by them to be genuine, and to be signed or presented by the proper person or persons, and the Trustees shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the accuracy of the statements therein contained.

9. Nothing herein contained shall be deemed or constructed to modify, vary or alter the terms of the Pension Plans of the respective parties to this Agreement, nor impair, vary, alter, enlarge or otherwise affect the rights of any individual under the Pension Plan of the respective parties to this Agreement.

10. Term of Agreement

10.1 This Agreement shall be effective for benefits first becoming payable on and after August 1, 1987, and shall continue in effect until terminated as provided below.

10.2 The Trustees of either Fund may terminate this Agreement effective the last date of any calendar month by giving written notice of termination to the other Fund at least ninety (90) days prior to the date of termination. The Trustees of both Funds may agree in writing to terminate this Agreement effective at any time.

10.3 If the Trustees of either Fund receive from the other Fund a copy of any Pension Plan amendment described in Section 5 herein, they may terminate this Agreement by sending written notice of accelerated termination which is received by the other Fund within forty-five (45) days after the Trustees received a copy of the amendment. If such notice of accelerated termination is received within the forty-five (45) day period, this Agreement shall terminate on the last day of the calendar month in which the notice is received by the other Fund; if not, termination shall become effective on the last day of the first calendar month which ends at least ninety (90) days after the date the notice of accelerated termination is given.

10.4 Upon termination of this Agreement, any person then receiving a partial pension under either Pension Plan

based on coverage with the other Pension Plan will continue to receive such pension; but no other person or person thereafter will be eligible for a partial pension based on such coverage, except as may be required by law.

11. Except as herein otherwise expressly provided, this Agreement may not be modified, varied or altered except in writing by the parties hereto.

12. The Trustees of each Fund warrant and represent that they have the authority to enter into this Agreement and that the provisions of their Pension Plan as set forth in Exhibits A-1 and A02, have been properly adopted and are in full force and effect.

13. The terms of this Agreement with respect to duties or liabilities of the WESTERN PENNSYLVANIA FUND shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania, and the terms of this Agreement with respect to duties or liabilities of the UPS PLAN shall be construed and enforced according to the laws of the State of Connecticut, where such matters are not preempted by Federal law.

14. Notices and Execution of Documents

14.1 Any documents required to be executed, and any notices required to be given, under this Agreement by either Fund or its Trustees shall bear the signature of all the Trustees of that Fund, of any two Trustees of that Fund duly authorized in writing to act for the Trustees of that Fund, or of a representative or representatives of the Trustees of that Fund duly authorized in writing to act for such Trustees.

14.2 Whenever notice is required to be given hereunder, the same shall be given by first class mail addressed to the Fund at the address stated immediately under the signatures of the Trustees of that Fund below.

14.3 The Trustees of either Fund may change the Fund's address to which notices under this Agreement shall be sent by written notice to the other Fund.



III. Execution

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the dates and at the places set forth below.

Executed on January 3, 1991,  
at Pittsburgh, PA.

TRUSTEES OF THE WESTERN  
PENNSYLVANIA TEAMSTERS AND  
EMPLOYERS PENSION FUND

By

And

Executed on \_\_\_\_\_,  
at \_\_\_\_\_.

TRUSTEES OF THE UPS PENSION PLAN

By

And

And

Address for Notices:

Western Pennsylvania  
Teamsters and Employers  
Pension Fund  
c/o Pen-Wel, Inc.  
730 Holiday Drive  
Pittsburgh, PA 15220

Address for Notices:

UPS Pension Plan  
Greenwich Office Park 5  
Greenwich, CT 06831

EXHIBIT A-1

WESTERN PENNSYLVANIA TEAMSTERS AND  
EMPLOYERS PENSION FUND PENSION PLAN

ARTICLE VII

PENSION BENEFITS - PARTIAL PENSION

Section 7.1. Partial Pensions. Participants who would otherwise lack sufficient Credited Service to be eligible for pension benefits because their years of employment are divided between different pension plans or, if eligible, whose pension benefits would be less than the full amount provided heretofore in Articles III, IV and V because of such division of employment, may be eligible for Partial Pension benefits as provided in this Article.

Section 7.2 Related Plans. The Trustees, in accordance with the provisions of the Trust Agreement, may recognize as a Related Plan, one or more other pension plans, which have executed a Reciprocal Agreement to which this Pension Plan is a party.

Section 7.3. Related Service Credit. Service Credit accumulated and maintained by a Participant under a Related Plan shall be recognized under this Pension Plan as Related Service Credit. The Trustees shall compute Related Service Credit on the basis on which that credit has been earned and credited under the Related Plan and certified by the Related Plan to this Pension Plan.

Section 7.4. Combined Service Credit. The Combined Service Credit shall be comprised of the total of the Participant's Credited Service under this Pension Plan and the Participant's Related Service Credit. Not more than one (1) year of Combined Service Credit shall be counted in any calendar year.

Section 7.5. Breaks in Service. In the computation of Breaks in Service, any period of employment for which a Participant has earned Related Service Credit shall be considered a period of employment in determining whether there has been a Break in Service.

Section 7.6. Eligibility. A Participant shall be eligible to receive a Partial Pension upon the satisfaction of the following requirements:

(a) The Participant would be eligible for any type of pension under this Pension Plan, other than a Partial Pension, if his Combined Service Credit were treated as years of Credited Service in accordance with Articles III, IV and V of this Pension Plan; and

(b) The Participant has at least two (2) years of Future Credited Service as an Employee covered by this Pension Plan; and

(c) The Participant is (i) eligible for a partial pension from a Related Plan, and (ii) is eligible for a partial

pension from the Terminal Plan. The Terminal Plan shall be deemed to be the plan associated with the Local Union of which the Participant is a member at the time of, or immediately prior to, his retirement. If at that time the Participant was not a member of any such Local Union, then the Terminal Plan is the one to which the bulk of contributions were paid on behalf of the Participant in the thirty-six (36) consecutive calendar months immediately preceding his retirement; and

(d) The Participant is not eligible for a pension from a Related Plan independent of the Related Plan's provisions for a Partial Pension. A Participant who is eligible for a pension other than a Partial Pension from this Pension Plan or a Related Plan, may elect to waive the other pension and qualify for either Partial Pension.

Section 7.7 Amount of Pension. The Partial Pension amount shall be determined as follows:

(a) First, the amount of pension to which the Participant is entitled under this Pension Plan, including the Combined Service Credit, shall be calculated; and

(b) Second, the number of years and months of Credited Service earned under this Pension Plan since January 1, 1955, shall be divided by the total amount of Combined Service Credit earned by the Participant since January 1, 1955; and

(c) Third, the Partial Pension amount shall be calculated by multiplying the fraction determined in this subsection (b) by the pension amount determined in this subsection (a).

Section 7.8. Payment of Pension. Partial Pension payments shall be subject to all conditions applicable to the payment of other types of pensions under this Pension Plan.

Section 7.9. Election. A Participant eligible for more than one type of pension under this Pension Plan shall be entitled to elect the type of pension to be received.

Section 7.10. Notwithstanding any of the foregoing provisions in this Article, the Reciprocal Agreement For Teamsters Pension Funds, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, entered into in 1965, as amended, to which this Pension Fund is a party, will govern as to the terms of reciprocal pension.

Section 7.11. Notwithstanding any of the foregoing provisions in this Article, any person who has at least five (5) years of Credited Service in this Pension Plan and whose total years of participation in this Pension Plan and any Related Plan equals fifteen (15) years but who is not eligible for a partial pension by reason of the rules of the Terminal Plan, shall be entitled to receive a pension from this Pension Plan at normal retirement age based upon years of Credited Service with this

Pension Plan times the unit multiplier provided by this Pension Plan for the contribution schedule under which such a participant was working at date of retirement. If a Break in Service, as that term is defined in this Pension Plan, occurs after the person leaves this Pension Plan, this provision shall not be applicable.

EXHIBIT A-2

PARTIAL BENEFITS - RECIPROCAL AGREEMENT FOR  
TEAMSTER PENSION FUNDS

ARTICLE IX

Section 9.1. Purpose. Partial Benefits are provided under this Plan for Participants who would otherwise lack sufficient Service Credit to be eligible for any benefit because their years of employment were divided between different pension plans or, if eligible, whose benefits would be less than the full amount because of such division of employment.

Section 9.2. Related Plans. By resolution duly adopted, the Trustees may recognize one or more other pension plans, which have executed a Reciprocal Agreement to which this Plan is a party, as Related Plans.

Section 9.3. Related Service Credit. Service Credit accumulated and maintained by a Participant under a Related Plan shall be recognized under this Plan as Related Service Credit. The Trustees shall compute Related Service Credit on the basis on which that credit has been earned and credited under the Related Plan and certified by the Related Plan to this Plan.

Section 9.4. Combined Service Credit. The total of a Participant's Service Credit under this Plan and Related Service Credit together comprise the Participant's Combined Service

Credit. Not more than one year of Combined Service Credit shall be counted in any calendar year.

Section 9.5. Eligibility. A Participant shall be eligible for a Partial Benefit under this Plan if he satisfies all of the following requirements:

(a) He would be eligible for any type of benefit under this Plan (other than a Partial benefit) if his Combined Service Credit were treated as Service Credit under this Plan; and

(b) In addition to any other requirements necessary to be eligible under subsection (a), he has, under this Plan, at least two years of Service Credit based on actual employment after his effective date of coverage; and

(c) He is found to be (1) eligible for a partial benefit from a Related Plan and (2) eligible for a partial benefit from the Terminal Plan. The Terminal Plan shall be deemed to be the Plan associated with the local union which represents the Participant at the time of, or immediately prior to, his retirement. If at that time the Participant was not represented by any one such local union, that the Terminal Plan is one to which the bulk of contributions were paid on behalf of the Participant in the 36 consecutive calendar months immediately preceding his retirement; and



(d) A benefit is not payable to him from a Related Plan independently of its provisions for a Partial Benefit. However, a Participant who is entitled to a benefit other than a Partial Benefit from this Plan or a Related Plan may elect to waive the other benefit and qualify for the Partial Benefit.

Section 9.6. Breaks in Service. In applying the rules of this Plan of Section 4.14 with respect to breaks in Service, any period in which a Participant has earned Related Service Credit shall not be counted in determining whether there has been a period of no covered employment sufficient to constitute a break in service.

Section 9.7. Election of Benefits. If a Participant is eligible for more than one type of benefit under this Plan, he shall be entitled to elect the type of benefit he is to receive.

Section 9.8. Partial Benefit Amount. The amount of the Partial Benefit shall be determined as follows:

(a) The amount of the benefit to which the Participant would be entitled under this Plan taking into account his Combined Service Credit shall be determined; then

(b) The amount of Service Credit earned with this Plan since January 1, 1955, shall be divided by the total amount of Combined Service Credit earned by the employee since January 1, 1955; then

(c) The fraction so determined in (b) shall be multiplied by the benefit amount determined in (a) and the result shall be the Partial Benefit amount payable by this Plan.

Section 9.9. Payment of Partial Benefits. The payment of a Partial Benefit shall be subject to all of the conditions contained in this Plan applicable to other types of benefits including, but not limited to, retirement as herein defined and timely application. Partial Benefit payments subject to this Article shall be limited to monthly benefit payments to a Participant or to monthly payments or death benefits to the beneficiary of a Participant.

Section 9.10. Effective Date. This ARTICLE and the payment of Partial Benefits hereunder shall be effective on January 1, 1973.

RECIPROCAL AGREEMENT FOR PARTIAL PENSIONS  
BETWEEN  
WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND  
AND  
CENTRAL PENNSYLVANIA TEAMSTERS RETIREMENT INCOME PLANS

THIS AGREEMENT is between the Trustees of the WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND (hereinafter "WESTERN PENNSYLVANIA FUND"); and the Trustees of the CENTRAL PENNSYLVANIA RETIREMENT INCOME PLAN 1987 and the Trustees of the CENTRAL PENNSYLVANIA TEAMSTERS RETIREMENT INCOME PLAN 2000 (hereinafter jointly referred to as the "CENTRAL PENNSYLVANIA PLANS").

I. PREMISES

WHEREAS, the WESTERN PENNSYLVANIA FUND and the CENTRAL PENNSYLVANIA PLANS were each formed to provide retirement, death and termination benefits for certain employees in conformity with the applicable requirements of the Labor Management Relations Act of 1947, as amended, and each was amended as necessary to comply with the Employee Retirement Income Security Act of 1974, as amended; and

WHEREAS, the WESTERN PENNSYLVANIA FUND Trustees represent that the Western Pennsylvania Fund Plan contains provisions for partial pensions and the recognition of a "Related Plan", that Exhibit A-1 attached hereto is a true copy of the said provisions, and that the said provisions were lawfully adopted and are now in full force and effect; and

WHEREAS, the CENTRAL PENNSYLVANIA PLANS Trustees represent that the Central Pennsylvania Retirement Income Plan 1987 ("RIP

1987") and the Central Pennsylvania Teamsters Retirement Income Plan 2000 ("RIP 2000") recognize reciprocal credit with other plans in appropriate cases; and

WHEREAS, the WESTERN PENNSYLVANIA FUND Trustees desire to recognize the RIP 1987 and the RIP 2000 as Related Plans, and the CENTRAL PENNSYLVANIA PLANS Trustees desire to recognize reciprocal credit with the Western Pennsylvania Fund Plan.

## II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties, intending to be legally bound agree as follows:

1. The WESTERN PENNSYLVANIA FUND Trustees hereby recognize the RIP 1987 and the RIP 2000 as Related Plans as of July 1, 1999.

2. The CENTRAL PENNSYLVANIA PLANS Trustees hereby declare that the RIP 1987 and the RIP 2000 shall recognize reciprocal credit with the Western Pennsylvania Fund as of July 1, 1999.

3. In order that the Trustees of each Fund may administer their respective Pension Plans in accordance with the provisions of this Agreement, it is agreed that each Fund shall comply promptly with any reasonable written request by the other Funds for information or data reasonably required by the other Funds with respect to the credited service of persons covered, or previously covered by the Fund, the status of partial pensions paid from time to time by the Fund, and the details of the plan of benefits provided by the Fund.

4. Whenever information is furnished hereunder, the same shall be certified for the Fund furnishing the same by a person authorized in writing by the Trustees of that Fund to furnish such statement certification.

5. Amendment Of Pension Plans.

5.1 Contemporaneously with the execution of this Agreement, the Trustees of each Fund shall furnish to the other Funds one true copy of their respective Pension Plans, as in effect on the date those Trustees execute this Agreement.

5.2 The Trustees of each Fund shall furnish to the other Funds a true copy of any amendments to their respective Pension Plans adopted after the date those Trustees execute this Agreement not later than ninety (90) days after the amendment is adopted.

5.3 Either the WESTERN PENNSYLVANIA FUND or the CENTRAL PENNSYLVANIA PLANS may terminate this Agreement upon thirty (30) days' written notice. Any participant who retires before the expiration of this thirty (30) day period shall receive the benefit of this Agreement. Any participant who retires after the passage of this thirty (30) day period shall not receive the benefit of this Agreement.

6. It is expressly understood and agreed that each Fund assumes none of the liabilities or obligations of the other Funds. It is the understanding and intention of the parties that each Fund shall be liable solely and exclusively for pension benefits due

under its own Pension Plan and each Fund shall not be liable for the acts or omissions of the other Funds, or their Trustees, employees or agents.

7. Each Fund that grants a participant reciprocal credit under this Agreement shall give the other Funds notice of the participant and the amount of reciprocal credit granted under this Agreement.

8. The Trustees of each Fund shall be fully protected in acting upon any instrument, certificate or paper believed by them to be genuine, and to be signed or presented by the proper person or persons, and the Trustees shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the accuracy of the statements therein contained.

9. Nothing herein contained shall be deemed or construed to modify, vary or alter the terms of the Pension Plans of the respective parties to this Agreement, nor impair, vary, alter, enlarge or otherwise affect the rights of any individual under the Pension Plans of the respective parties to this Agreement.

10. Except as herein otherwise expressly provided, this Agreement may not be modified, varied or altered except in writing by the parties hereto.

11. The Trustees of each Fund warrant and represent that they have the authority to enter into this Agreement and that the pertinent provisions of their Pension Plan have been properly

adopted and are in full force and effect.

12. The terms of this Agreement with respect to duties or liabilities of the WESTERN PENNSYLVANIA FUND and the CENTRAL PENNSYLVANIA FUNDS shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania, where such matters are not preempted by Federal law.

13. Notices And Execution Of Documents.

13.1 Any documents required to be executed, and any notices required to be given, under this Agreement by a Fund or its Trustees, shall bear the signature of all the Trustees of that Fund, or any two Trustees of that Fund (one an Employer Trustee and the other a Union Trustee) duly authorized in writing to act for the Trustees of that Fund, or of a representative or representatives of the Trustees of that Fund duly authorized in writing to act for such Trustees.

13.2 Whenever notice is required to be given hereunder, the same shall be given by first class mail addressed to the Fund at the address stated immediately under the signatures of the Trustees of that Fund below.

13.3 The Trustees of either Fund may change the address to which notices under this Agreement shall be sent by written notice to the other Fund.

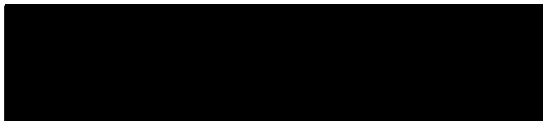
### III. EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the dates and at the places set forth below.

Executed on 10/16/01,  
at Pittsburgh, PA.

TRUSTEES OF THE WESTERN  
PENNSYLVANIA TEAMSTERS AND  
EMPLOYERS PENSION FUND

By

  
Chairman Trustee

And

  
Secretary Trustee

Address for Notices:

Western Pennsylvania Teamsters  
and Employers Pension Fund  
49 Auto Way  
P.O. Box 5260  
Pittsburgh, PA 15206-0260

Executed on November 13, 2001,  
at Wyomissing, PA.

TRUSTEES OF THE CENTRAL PENNSY-  
LVANIA RETIREMENT INCOME PLAN  
1987 and TRUSTEES OF THE CEN-  
TRAL PENNSYLVANIA TEAMSTERS  
RETIREMENT INCOME PLAN 2000

By

And

Address for Notices:

Central Pennsylvania Teamsters  
Retirement Income Plan  
P.O. Box 15223  
Reading, PA 19612-5223



EXHIBIT A-1

WESTERN PENNSYLVANIA TEAMSTERS AND  
EMPLOYERS PENSION FUND PENSION PLAN

The WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND Pension Plan, Amended And Restated As Of September 1, 1992, and as amended thereafter, provides at Article VII for partial (reciprocal) benefits, as follows:

ARTICLE VII

PENSION BENEFITS - PARTIAL PENSION

Section 7.1. Partial Pension. Participants who would otherwise lack sufficient Credited Service to be eligible for pension benefits because their years of employment are divided between different pension plans or, if eligible, whose pension benefits would be less than the full amount provided heretofore in Articles III, IV and V because of such division of employment, may be eligible for Partial Pension benefits as provided in this Article.

Section 7.2. Related Plans. The Trustees, in accordance with the provisions of the Trust Agreement, may recognize as a Related Plan, one or more other pension plans, which have executed a Reciprocal Agreement to which this Pension Plan is a party.

Section 7.3. Related Service Credit. Service Credit accumulated and maintained by a Participant under a Related Plan shall be recognized under this Pension Plan as Related Service Credit. The Trustees shall compute Related Service Credit on the basis on which that credit has been earned and credited under the Related Plan and

certified by the Related Plan to this Pension Plan.

Section 7.4. Combined Service Credit. The Combined Service Credit shall be comprised of the total of the Participant's Credited Service under this Pension Plan and the Participant's Related Service Credit. No more than one (1) year of Combined Service Credit shall be counted in any calendar year.

Section 7.5. Breaks in Service. In the computation of Breaks In Service, any period of employment for which a Participant has earned Related Service Credit shall be considered a period of employment in determining whether there has been a Break In Service.

Section 7.6. Eligibility. A Participant shall be eligible to receive a Partial Pension upon the satisfaction of the following requirements:

(a) The Participant would be eligible for any type of pension under this Pension Plan, other than a Partial Pension, if his Combined Service Credit were treated as years of Credited Service in accordance with Articles III, IV and C of this Pension Plan; and

(b) The Participant has at least two (2) years of Future Credited Service as an Employee covered by this Pension Plan; and

(c) The Participant is (1) eligible for a partial pension from a Related Plan, and (2) is eligible for a partial pension from the Terminal Plan. The Terminal Plan shall be deemed to be the pension plan associated with the Union of which the Participant is a member at the time of, or immediately prior to, his retirement.

If at that time the Participant was not a member of any such Union, then the Terminal Plan is the one to which the bulk of contributions were paid on behalf of the Participant in the thirty-six (36) consecutive calendar months immediately preceding his retirement; and

(d) The Participant is not eligible for a pension from a Related Plan independent of the Related Plan's provisions for a Partial Pension. A Participant who is eligible for a pension other than a Partial Pension from this Pension Plan or a Related Plan, may elect to waive the other pension and qualify for either Partial Pension.

**Section 7.7. Amount Of Pension.** The Partial Pension amount shall be determined as follows:

(a) First, the amount of pension to which the Participant is entitled under this Pension Plan, including the Combined Service Credit, shall be calculated; and

(b) Second, the number of years and months of Credited Service earned under this Pension Plan since January 1, 1955, shall be divided by the total amount of Combined Service Credit earned by the Participant since January 1, 1955; and

(c) Third, the Partial Pension amount shall be calculated by multiplying the fraction determined in Section 7.7(b) herein by the pension amount determined in Section 7.7(a) herein.

**Section 7.8. Payment Of Pension.** Partial Pension payments shall be subject to all conditions applicable to the payment of

other types of pensions under this Pension Plan.

Section 7.9. Election. A Participant eligible for more than one type of pension under this Pension Plan shall be entitled to elect the type of pension to be received.

Section 7.10. Reciprocal Agreement For Teamsters' Pension Funds. [Not Applicable]

Section 7.11. Special Application To Normal Retirement. Notwithstanding any of the foregoing provisions in this Article, a Participant who has at least five (5) Years of Credited Service in this Pension Plan and whose total Years of Participation in this Pension Plan and any Related Plan equals fifteen (15) years, but who is not eligible for a partial pension by reason of the rules of the Terminal Plan, shall be entitled to receive a pension from this Pension Plan upon attaining Normal Retirement Age based upon the Years of Credited Service with this Pension Plan times the Unit Multiplier provided by this Pension Plan for the contribution schedule under which such a Participant was working at the date of retirement. If a Break In Service, as defined in this Pension Plan, occurs after such a Participant is no longer covered by this Pension Plan, this Section 7.11 shall not be applicable.

Section 7.12. 30-And-Out Benefit. Notwithstanding any of the foregoing provisions in this Article VII, a partial pension shall be applicable to the 30-And-Out Benefit provided at Section 4.12 herein if the Related Plan(s) also provide for an equivalent 30-And-Out Benefit.

Section 7.13. 25-And-Out Benefit. Notwithstanding any of the foregoing provisions in this Article VII, a partial pension shall be applicable to the 25-And-Out Benefit provided at Section 4.13 herein if the Related Plan(s) also provide for an equivalent 25-And-Out Benefit.

17836.WP

**RECIPROCAL AGREEMENT FOR PARTIAL PENSIONS**  
**BETWEEN**  
**EXCAVATING AND BUILDING MATERIAL DRIVERS UNION LOCAL 436**  
**PENSION FUND**  
**AND**  
**WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND**

THIS AGREEMENT is between the Trustees of the Excavating and Building Material Drivers Union Local 436 Pension Fund ("Local Union 436 Pension Fund"), and the Trustees of the Western Pennsylvania Teamsters And Employers Pension Fund ("Western Pennsylvania Fund").

**I. PREMISES**

WHEREAS, the Local Union 436 Pension Fund and the Western Pennsylvania Fund were each formed to provide retirement, death and termination benefits for certain employees in conformity with the applicable requirements of the Labor Management Relations Act of 1947, as amended. Each Fund has established and is administering a pension plan ("hereinafter referred to as the Local Union 436 Pension Fund" and the "Western Pennsylvania Fund"); and

WHEREAS, the Local Union 436 Pension Fund Trustees represent that the Local Union 436 Pension Fund Plan contains provisions for "pro rata" pensions and the recognition of a "Related Plan", and that the said provisions were lawfully adopted and are now in full force and effect; and

WHEREAS, the Western Pennsylvania Fund Trustees represent that the Western Pennsylvania Fund Plan contains provisions for partial (reciprocal) pensions and the recognition of a "Related Plan", and the said provisions were lawfully adopted and are now in full force and effect; and

WHEREAS, the Local Union 436 Pension Fund Trustees desire to recognize the Western Pennsylvania Fund as a Related Plan, and the Western Pennsylvania Fund Trustees desire to recognize the Local Union 436 Pension Fund as a Related Plan, on the terms and conditions hereinafter set forth.

## II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties, intending to be legally bound agree as follows:

1. The Local Union 436 Pension Fund Trustees hereby recognize the Western Pennsylvania Fund Plan as a Related Plan as of 2/1/92.

2. The Western Pennsylvania Fund Trustees hereby recognize the Local Union 436 Pension Fund Plan as a Related Plan as of 2/1/92.

3. Each Fund shall comply promptly with any reasonable written request by the other Fund for information or data reasonably required by the other Fund with respect to the credited service of persons covered, or previously covered by the Fund, the status of pro rata, reciprocal, or partial pensions paid from time to time by the Fund, and the details of the Plan of benefits provided by such Fund.

4. Whenever information is furnished hereunder, the same shall be certified for the Fund furnishing the same by a person authorized in writing by the Trustees of that Fund to furnish such

statement or certification.

5. (a) Contemporaneously with the execution of this Agreement, the Trustees of each Fund shall furnish to the other Fund five true copies of their respective Plans, as in effect on the date those Trustees execute this Agreement.

(b) The Trustees of each Fund shall furnish to the other Fund a true copy of any amendments to their respective Plans adopted after the date those Trustees execute this Agreement not later than ninety (90) days after the amendment is adopted.

(c) Any amendment or modification of either Plan which is intended or designed to nullify, prohibit or materially alter, in whole or in part, or has the effect of nullifying, prohibiting or materially altering, in whole or in part, the provisions of that Plan relating to the subject of pro rata, reciprocal or partial pensions, shall become effective on its scheduled effective date. However, if the Trustees of the Fund adopting such amendment ("amending Fund") receive from the Trustees of the other Fund within forty-five (45) days after a copy of the amendment was received by the other Fund, a notice of accelerated termination of this Agreement under Section 7(c) herein, the amendment shall not become effective for any purpose in connection with the eligibility for, or computation of, a pro rata, reciprocal or partial pension payable by either Fund which reflects a period of coverage under the Plan of the amending Fund where such pension first becomes payable before the effective date of termination of this Agreement.

6. (a) It is expressly understood and agreed that neither



Fund assumes any of the liabilities or obligations of the other Fund. It is the understanding and intention of the parties that each Fund shall be liable solely and exclusively for pension benefits due under its own Plan and neither Fund shall be liable for the acts or omissions of the other Fund, or that Fund's Trustees, employees or agents.

(b) Each Fund shall keep an accurate and detailed account of all disbursements and other transactions hereunder, and upon written request of the other Fund, shall furnish a written statement concerning payments to said individual made under the provisions of this Agreement.

(c) The Trustees of each Fund shall be fully protected in acting upon any instrument, certificate or paper believed by them to be genuine, and to be signed or presented by the proper person or persons, and the Trustees shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the accuracy of the statements therein contained.

(d) Nothing herein contained shall be deemed or construed to modify, vary or alter the terms of the Plans of the respective parties to this Agreement, nor impair, vary, alter, enlarge or otherwise affect the rights of any individual under the Plans of the respective parties to this Agreement.

7. (a) This Agreement shall be effective for benefits first becoming payable on or after 2/1/92, and shall continue in effect until terminated as provided below.

(b) The Trustees of either Fund may terminate this Agreement effective the last day of any calendar month by giving written notice of termination to the other Fund at least ninety (90) days prior to the date of termination. The Trustees of both Funds may agree in writing to terminate this Agreement effective at any time.

(c) If the Trustees of either Fund receive from the other Fund a copy of any Plan amendment described in Section 5(c) herein, they may terminate this Agreement by sending written notice of accelerated termination which is received by the other Fund within forty-five (45) days after the Trustees received a copy of the amendment. If such notice of accelerated termination is received within the forty-five (45) day period, this Agreement shall terminate on the last day of the calendar month in which the notice is received by the other Fund; if not, termination shall become effective on the last day of the first calendar month which ends at least ninety (90) days after the date the notice of accelerated termination is given.

(d) Upon termination of this Agreement, any person then receiving a pro rata, reciprocal or partial pension under either Plan based on coverage with the other Plan will continue to receive such pension, but no other person or persons thereafter will be eligible for a pro rata, reciprocal or partial pension based on such coverage, except as may be required by law.

8. Except as herein otherwise expressly provided, this Agreement may not be modified, varied or altered except in writing

by the parties hereto.

9. The Trustees of each Fund warrant and represent that they have the authority to enter into this Agreement and to adopt the provisions of their Plan governing the subject of pro rata, reciprocal or partial pensions.

10. The terms of this Agreement with respect to duties or liabilities of the Local Union 436 Pension Fund shall be construed and enforced according to the laws of the State of Ohio, and the terms of this Agreement with respect to duties or liabilities of the Western Pennsylvania Fund shall be construed and enforced according to the laws of the State of Pennsylvania, where such matters are not preempted by Federal law.

11. (a) Any documents required to be executed, and any notices required to be given, under this Agreement by either Fund or its Trustees shall bear the signatures of all the Trustees of that Fund, or any two Trustees of that Fund (one an Employer Trustee and the other a Union Trustee), duly authorized in writing to act for the Trustees of that Fund, or of a representative or representatives of the Trustees of that Fund duly authorized in writing to act for such Trustees.

(b) Whenever notice is required to be given hereunder, the same shall be given by certified mail addressed to the Fund at the address stated immediately under the signatures of the Trustees of that Fund below.

(c) The Trustees of either Fund, by written notice to

the other Fund, may change its address to which notices under this Agreement shall be sent.

### III. EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the dates and at the places set forth below.

Executed on June 21, 1986,  
at Valley View, OH.

TRUSTEES OF THE EXCAVATING AND  
BUILDING MATERIAL DRIVERS UNION  
LOCAL 436 PENSION FUND

By

[Redacted Signature]

Union Trustee

And

[Redacted Signature]

Employer Trustee

Executed on April 11, 1996,  
at Pittsburgh, PA.

TRUSTEES OF THE WESTERN  
PENNSYLVANIA TEAMSTERS AND  
EMPLOYERS PENSION FUND

By

[Redacted Signature]

Union Trustee

And

[Redacted Signature]

Employer Trustee

Address for Notices:

Local Union 436 Pension Fund  
Attn: Gary A. Boncella  
Administrative Manager  
6051 Carey Drive  
Valley View, OH 44125-4259

Address for Notices:

Western Pennsylvania Teamsters  
and Employers Pension Fund  
Attn: Marie C. Olmsted  
Office Manager  
49 Auto Way  
P.O. Box 5260  
Pittsburgh, PA 15206-0260

RECIPROCAL AGREEMENT FOR PARTIAL PENSIONS  
BETWEEN  
WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND  
AND  
MID-JERSEY TRUCKING INDUSTRY & LOCAL NO. 701  
PENSION FUND

THIS AGREEMENT is between the Trustees of the WESTERN PENNSYLVANIA TEAMSTERS AND EMPLOYERS PENSION FUND (hereinafter "WESTERN PENNSYLVANIA FUND"), and the Trustees of the MID-JERSEY TRUCKING INDUSTRY & LOCAL NO. 701 PENSION FUND (hereinafter "MID-JERSEY FUND").

I. PREMISES

WHEREAS, the WESTERN PENNSYLVANIA FUND and the MID-JERSEY FUND were each formed to provide retirement, death and termination benefits for certain employees in conformity with the applicable requirements of the Labor Management Relations Act of 1947, as amended, and the Employee Retirement Income Security Act of 1974, as amended. Each Fund has established and is administering a pension plan (hereinafter referred to as the "Western Pennsylvania Fund Plan and the Mid-Jersey Fund Plan"); and

WHEREAS, the WESTERN PENNSYLVANIA FUND Trustees represent that the Western Pennsylvania Fund Plan contains provisions for partial pensions and the recognition of a "Related Plan", that Exhibit A-1 attached hereto is a true copy of the said provisions, and that the said provisions were lawfully adopted and are now in full force and effect; and

WHEREAS, the MID-JERSEY FUND Trustees represent that the Mid-Jersey Fund Plan contains provisions for partial pensions and

the recognition of a "Related Plan", that Exhibit A-2 attached hereto is a true copy of the said provisions, and that the said provisions were lawfully adopted and are now in full force and effect; and

WHEREAS, the WESTERN PENNSYLVANIA FUND Trustees desire to recognize the Mid-Jersey Fund Plan as a Related Plan, and the MID-JERSEY FUND Trustees desire to recognize the Western Pennsylvania Fund Plan as a Related Plan, on the terms and conditions hereinafter set forth.

## **II. TERMS AND CONDITIONS**

In consideration of the mutual covenants and promises herein contained, the parties, intending to be legally bound agree as follows:

1. The WESTERN PENNSYLVANIA FUND Trustees hereby recognize the Mid-Jersey Fund Plan as a Related Plan as of January 1, 1993.

2. The MID-JERSEY FUND Trustees hereby recognize the Western Pennsylvania Pension Plan as a Related Plan as of January 1, 1993.

3. In order that the Trustees of each Fund may administer their respective Plans in accordance with the provisions of Exhibits A-1 and A-2, it is agreed that each Fund shall comply promptly with any reasonable written request by the other Fund for information or data reasonably required by the other Fund with respect to the credited service of persons covered, or previously covered by the Fund, the status of partial pensions paid from time to time by the Fund, and the details of the plan of benefits

provided by the Fund.

4. Whenever information is furnished hereunder, the same shall be certified for the Fund furnishing the same by a person authorized in writing by the Trustees of that Fund to furnish such statement certification.

**5. Amendment Of Pension Plans.**

5.1. Contemporaneously with the execution of this Agreement, the Trustees of each Fund shall furnish to the other Fund five true copies of their respective Plans, as in effect on the date those Trustees execute this Agreement.

5.2. The Trustees of each Fund shall furnish to the other Fund a true copy of any amendments to their respective Plans adopted after the date those Trustees execute this Agreement not later than ninety (90) days after the amendment is adopted.

5.3. Any amendment or modification of either Plan which is intended or designed to nullify or prohibit, or has the effect of nullifying, prohibiting or materially altering, in whole or part, the provisions of that Plan as set forth in Exhibits A-1 or A-2, shall become effective on its scheduled effective date. However, if the Trustees of the Fund adopting such amendment receive from the Trustees of the other Fund within forty-five (45) days after a copy of the amendment was received by the other Fund, a notice of accelerated termination of this Agreement under Section 10.3 herein, the amendment shall not become effective for any purpose in connection with the eligibility for, or computation of,

a partial pension payable by either Fund which reflects a period of coverage under the Plan of the amending Fund where such pension first becomes payable before the effective date of termination of this Agreement.

6. It is expressly understood and agreed that neither Fund assumes any of the liabilities or obligations of the other Fund. It is the understanding and intention of the parties that each Fund shall be liable solely and exclusively for pension benefits due under its own Plan and neither Fund shall be liable for the acts or omissions of the other Fund, or its Trustees, employees or agents.

7. Each Fund shall keep an accurate and detailed account of all disbursements and other transactions hereunder, and upon written request of the other Fund, shall furnish a written statement concerning payments to any individual made under the provisions of this Agreement.

8. The Trustees of each Fund shall be fully protected in acting upon any instrument, certificate or paper believed by them to be genuine, and to be signed or presented by the proper person or persons, and the Trustees shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the accuracy of the statements therein contained.

9. Nothing herein contained shall be deemed or construed to modify, vary or alter the terms of the Plans of the respective parties to this Agreement, nor impair, vary, alter, enlarge or otherwise affect the rights of any individual under the Plan of the



respective parties to this Agreement.

**10. Term Of Agreement.**

10.1. This Agreement shall be effective for benefits first becoming payable on and after January 1, 1993, and shall continue in effect until terminated as provided below.

10.2. The Trustees of either Fund may terminate this Agreement effective the last date of any calendar month by giving written notice of termination to the other Fund at least ninety (90) days prior to the date of termination. The Trustees of both Funds may agree in writing to terminate this Agreement effective at any time.

10.3. If the Trustees of either Fund receive from the other Fund a copy of any Plan amendment described in Section 5 herein, they may terminate this Agreement by sending written notice of accelerated termination which is received by the other Fund within forty-five (45) days after the Trustees received a copy of the amendment. If such notice of accelerated termination is received within the 45-day period, this Agreement shall terminate on the last day of the calendar month in which the notice is received by the other Fund; if not, termination shall become effective on the last day of the first calendar month which ends at least ninety (90) days after the date the notice of accelerated termination is given.

10.4. Upon termination of this Agreement, any person then receiving a partial pension under either Plan based on coverage

with the other Plan shall continue to receive such pension; but no other person or persons thereafter shall be eligible for a partial pension based on such coverage, except as may be required by law.

11. Except as herein otherwise expressly provided, this Agreement may not be modified, varied or altered except in writing by the parties hereto.

12. The Trustees of each Fund warrant and represent that they have the authority to enter into this Agreement and that the provisions of their Pension Plan as set forth in Exhibits A-1 and A-2 have been properly adopted and are in full force and effect.

13. The terms of this Agreement with respect to duties or liabilities of the WESTERN PENNSYLVANIA FUND shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania, and the terms of this Agreement with respect to duties or liabilities of the MID-JERSEY FUND shall be construed and enforced according to the laws of the State of New Jersey, where such matters are not preempted by Federal law.

14. Notices And Execution Of Documents.

14.1. Any documents required to be executed, and any notices required to be given, under this Agreement by either Fund or its Trustees, shall bear the signature of all the Trustees of that Fund, or any two Trustees of that Fund (one an Employer Trustee and the other a Union Trustee) duly authorized in writing to act for the Trustees of that Fund, or of a representative or representatives of the Trustees of that Fund duly authorized in

writing to act for such Trustees.

14.2. Whenever notice is required to be given hereunder, the same shall be given by first class mail addressed to the Fund at the address stated immediately under the signatures of the Trustees of that Fund below.

14.3. The Trustees of either Fund may change the address to which notices under this Agreement shall be sent by written notice to the other Fund.

### III. Execution

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the dates and at the places set forth below.

Executed on August 3, 1995, Executed on June 7, 1995,  
at Pittsburgh, PA . at North Brunswick, New Jersey .


TRUSTEES OF THE WESTERN  
PENNSYLVANIA TEAMSTERS AND  
EMPLOYERS PENSION FUND

By   
Chairman Trustee

And   
Secretary Trustee

TRUSTEES OF THE MID-JERSEY  
TRUCKING INDUSTRY & LOCAL NO.  
701 PENSION FUND

By 

And 

Address for Notices:

Western Pennsylvania Teamsters  
and Employers Pension Fund  
49 Auto Way  
P.O. Box 5260  
Pittsburgh, PA 15206-0260

Address for Notices:

Mid-Jersey Trucking Industry &  
Local No. 701 Pension Fund  
~~XXXXXXXXXX~~ 2003 Route 130  
~~XXXXXX~~ Suite A  
~~XXXXXXXXXX~~  
North Brunswick, NJ 08902

**EXHIBIT A-1**

**WESTERN PENNSYLVANIA TEAMSTERS AND  
EMPLOYERS PENSION FUND PENSION PLAN**

**ARTICLE VII**

**PENSION BENEFITS - PARTIAL PENSION**

**Section 7.1. Partial Pensions.** Participants who would otherwise lack sufficient Credited Service to be eligible for pension benefits because their years of employment are divided between different pension plans or, if eligible, whose pension benefits would be less than the full amount provided heretofore in Articles III, IV and V because of such division of employment, may be eligible for Partial Pension benefits as provided in this Article.

**Section 7.2. Related Plans.** The Trustees, in accordance with the provisions of the Trust Agreement, may recognize as a Related Plan, one or more other pension plans, which have executed a Reciprocal Agreement to which this Pension Plan is a party.

**Section 7.3. Related Service Credit.** Service Credit accumulated and maintained by a Participant under a Related Plan shall be recognized under this Pension Plan as Related Service Credit. The Trustees shall compute Related Service Credit on the basis on which that credit has been earned and credited under the Related Plan and certified by the Related Plan to this Pension Plan.

**Section 7.4. Combined Service Credit.** The Combined Service Credit shall be comprised of the total of the Participant's Credited Service under this Pension Plan and the Participant's Related Service Credit. No more than one (1) year of Combined Service Credit shall be counted in any calendar year.

**Section 7.5. Breaks In Service.** In the computation of Breaks In Service, any period of employment for which a Participant has earned Related Service Credit shall be considered a period of employment in determining whether there has been a Break In Service.

**Section 7.6. Eligibility.** A Participant shall be eligible to receive a Partial Pension upon the satisfaction of the following requirements:

(a) The Participant would be eligible for any type of pension under this Pension Plan, other than a Partial Pension, if his Combined Service Credit were treated as years of Credited Service in accordance with Articles III, IV and V of this Pension Plan; and

(b) The Participant has at least two (2) years of Future Credited Service as an Employee covered by this Pension Plan; and

(c) The Participant is (1) eligible for a partial pension from a Related Plan, and (2) is eligible for a partial pension from the Terminal Plan. The Terminal Plan shall be deemed to be the pension plan associated with the Union of which the Participant is a member at the time of, or immediately prior to, his retirement. If at that time the Participant was not a member of any such Union, then the Terminal Plan is the one to which the bulk of contributions were paid on behalf of the Participant in the thirty-six (36) consecutive calendar months immediately preceding his retirement; and

(d) The Participant is not eligible for a pension from a Related Plan independent of the Related Plan's provisions for a Partial Pension. A Participant who is eligible for a pension other than a Partial Pension from this Pension Plan or a Related Plan,

may elect to waive the other pension and qualify for either Partial Pension.

**Section 7.7. Amount Of Pension.** The Partial Pension amount shall be determined as follows:

(a) First, the amount of pension to which the Participant is entitled under this Pension Plan, including the Combined Service Credit, shall be calculated; and

(b) Second, the number of years and months of Credited Service earned under this Pension Plan since January 1, 1955, shall be divided by the total amount of Combined Service Credit earned by the Participant since January 1, 1955; and

(c) Third, the Partial Pension amount shall be calculated by multiplying the fraction determined in Section 7.7(b) herein by the pension amount determined in Section 7.7(a) herein.

**Section 7.8. Payment Of Pension.** Partial Pension payments shall be subject to all conditions applicable to the payment of other types of pensions under this Pension Plan.

**Section 7.9. Election.** A Participant eligible for more than one type of pension under this Pension Plan shall be entitled to elect the type of pension to be received.

**Section 7.10. Reciprocal Agreement For Teamsters' Pension Funds.** [Not Applicable]

**Section 7.11. Special Application To Normal Retirement.** Notwithstanding any of the foregoing provisions in this Article, a Participant who has at least five (5) Years of Credited Service in this Pension Plan and whose total Years of Participation in this Pension Plan and any Related Plan equals fifteen (15) years, but who is not eligible for a partial pension by reason of the rules of

the Terminal Plan, shall be entitled to receive a pension from this Pension Plan upon attaining Normal Retirement Age based upon the Years of Credited Service with this Pension Plan times the Unit Multiplier provided by this Pension Plan for the contribution schedule under which such a Participant was working at the date of retirement. If a Break In Service, as defined in this Pension Plan, occurs after such a Participant is no longer covered by this Pension Plan, this Section 7.11 shall not be applicable.

**Section 7.12. 30-And-Out Benefit.** Notwithstanding any of the foregoing provisions in this Article VII, a partial pension shall be applicable to the 30-And-Out Benefit provided at Section 4.12 herein if the Related Plan(s) also provide for an equivalent 30-And-Out Benefit.

**Section 7.13. 25-And-Out Benefit.** Notwithstanding any of the foregoing provisions in this Article VII, a partial pension shall be applicable to the 25-And-Out Benefit provided at Section 4.13 herein if the Related Plan(s) also provide for an equivalent 25-And-Out Benefit.



RULES OF THE PENSION FUND FOR THE MID-JERSEY  
TRUCKING INDUSTRY AND LOCAL NO. 701

ARTICLE 8

PRO-RATA PENSIONS

Section 8.01. Purpose

Pro-Rata Pensions are provided under this Plan for Employees who would otherwise lack sufficient service credit for any pension because their years of employment were divided between different pension plans or, if eligible, whose pensions would be less than the full amount because of such division of employment.

Section 8.02. Related Plans

By resolution duly adopted, the Trustees recognize one or more other pension plans, which have executed a Reciprocal Agreement to which this Plan is a party, as a Related Plan.

Section 8.03. Related Credits

Pension Credits accumulated and maintained by an Employee under a Related Plan shall be recognized under this Plan as Related Pension Credits. The Trustees shall compute Related Pension Credits on the basis on which that Pension Credit has been earned and credited under the Related Plan and certified by the Related Plan to this Plan. The term "Related Plan" does not include service under the coverage of a pension plan, which has not been recognized by the Trustees as a Related Plan.

Section 8.04. Combined Pension Credit

The total of an Employee's Pension Credit under this Plan and Related Pension Credit together comprise the Employee's Combined Pension Credit. Not more than twelve Months of Combined Pension Credit shall be counted in any twelve consecutive Month period.

Section 8.05. Eligibility

An Employee shall be eligible for a Pro-Rata Pension under this Plan if he satisfied all of the following requirements:

- (a) He would be eligible for a Regular, Disability or Early Retirement Pension under this Plan, if his Combined Pension Credits were treated as Pension Credits under this Plan; and
- (b) In addition to any other requirements necessary to be eligible under (a), he has, under this Plan, at least twenty-four Months of Pension Credit based on actual employment after August 31, 1952, except that no more than six Months shall be required if he has credit for the equivalent of at least eighteen Months based on actual employment under the coverage of a Related Plan or Plans after August 31, 1952; and
- (c) He is found to be (1) eligible for a Pension benefit from a Related Plan, and (2) eligible for a Pension benefit from the Terminal Plan. The Terminal Plan shall be deemed to be the Plan associated with the Local Union which represents the Employee at the time of, or immediately prior to, his retirement. If at that time the Employee was not represented by any one such Local Union, the Terminal Plan is the one to which the bulk of contributions were paid on behalf of the Employee in the 36 consecutive calendar months immediately preceding his retirement; and
- (d) A pension is payable to him from a Related Plan independently of its provisions for a Pro-Rata Pension. However, an Employee who is entitled to a pension other than a Pro-Rata Pension from this Plan or a Related Plan may elect to receive such other pension and qualify as a Pro-Rata Pensioner.

**Section 8.06. Breaks in Service**

In applying the rules of this Plan with respect to cancellation of Pension Credit, any twelve consecutive Month period in which an Employee has earned Related Pension Credit shall not be counted in determining whether there has been a lack of Covered Employment sufficient to constitute a Break in Service, either Temporary or Permanent.

**Section 8.07. Election of Pensions**

If an Employee is eligible for more than one type of pension under this Plan, he shall be entitled to elect the type of pension he is to receive.

**Section 8.08. Pro-Rata Pension Amount**

The amount of the Pro-Rata Pension shall be determined as follows:

- (a) The amount of the pension to which the Employee would be entitled under this Plan taking into account all his Combined Pension Credit based on the latest four hundred twenty (420) Combined Pension Credits earned either under this Plan or a Related Plan, shall be determined, then
- (b) The amount of Pension Credit earned with this Plan, included in (a) above, since September 1, 1952, shall be divided by the total amount of Combined Pension Credit, included in (a) above, earned by the Employee since September 1, 1952, then
- (c) The fraction so determined in (b) shall be multiplied by the Pension amount determined in (a) and the result shall be the Pro-Rata Pension amount payable by this Plan.
- (d) The pension amount in (a) above shall be determined in accordance with the pension level provided under this Plan at the time the Participant earned Pension Credits under this Plan, notwithstanding the fact that the Participant's Pro-Rata Pension may become effective after that date, except that no amount shall be less than the pension level in effect on and after November 1, 1981.

**Section 8.09. Payment of Pro-Rata Pensions**

The payment of a Pro-Rata Pension shall be subject to all of the conditions contained in this Plan applicable to other types of pensions including, but not limited to, retirement as herein defined and timely application. Pro-Rata Pension payments subject to this Article shall be limited to monthly payments to a Pensioner or to monthly payments or death benefits to the

survivor of a Pensioner except as provided below. In order to permit a Pensioner receiving a Pro-Rata Pension to receive his aggregate benefits in one monthly pension check, instead of several, the Trustees may authorize the Board of Trustees of a Related Plan to make payment to a Pro-Rata Pension as agent for the Trustees of this Plan. The Trustees of this Plan are authorized to act similarly as agent for the Board of Trustees of a Related Plan in making payment of pensions for which the Related Plan is obligated to pensioners under this Plan. Under either circumstance, the Trustees are authorized to reimburse a Related Plan or receive reimbursement from a Related Plan for such pension benefits.

**Section 8.10. Effective Date**

This Article and the payment of Pro-Rata Pensions hereunder, shall be effective July 1, 1961.

Any Employee/Participant seeking a pro-rata pension from this Fund is bound by all of the Rules of this Fund and also all of the terms of this Fund's Trust Agreement.

## RECIPROCAL AGREEMENT FOR PARTIAL PENSIONS

THIS AGREEMENT between the Trustees of the Western Conference of Teamsters Pension Trust Fund (hereinafter called "Western Conference Fund") and the Trustees of the Western Pennsylvania Teamsters and Employers Pension Fund (hereinafter called "Western Pennsylvania Pension Fund"),

### WITNESSETH:

#### RECITALS OF FACT:

1. The Western Conference Fund and the Western Pennsylvania Pension Fund were each formed to provide retirement, death and termination benefits for certain employees in conformity with applicable requirements of the Labor Management Relations Act of 1947, as amended. Each Fund has established and is administering a pension plan (hereinafter called "Western Conference Plan" and "Western Pennsylvania Plan" respectively).
2. The Western Pennsylvania Pension Fund Trustees represent that the Western Pennsylvania Pension Plan contains a provisions for "pro rata" pensions and the recognition of a "Related Plan", that Exhibit A-1 attached hereto is a true copy of said provision, and that said provision was lawfully adopted and is now in full force and effect.
3. The Western Conference Fund Trustees represent that the Western Conference Plan contains a provision for partial pensions and the recognition of a "Reciprocating Plan", that Exhibit A-2 attached hereto is a true copy of said provision, and that said provision was lawfully adopted and is now in full force and effect.
4. The Western Conference Fund Trustees desire to recognize the Western Pennsylvania Pension Fund as a Reciprocating Plan and the Western Pennsylvania Pension Fund Trustees desire to recognize the Western Conference Plan as a Related Plan on the terms and conditions hereinafter set forth.

#### AGREEMENTS:

1. The Western Pennsylvania Fund Trustees hereby recognize the Western Conference Plan as a Related Plan as of July 1, 1985.
2. The Western Conference Fund Trustees hereby recognize the Western Pennsylvania Pension Plan as a Reciprocating Plan as of July 1, 1985.
3. In order that the Trustees of each Fund may administer their respective Plans in accordance with the provisions of Exhibit "A", it is agreed that each Fund shall comply promptly with any reasonable written request by the other Fund for information or data reasonably required by the other Fund with respect to the credited service of persons covered, or previously covered by the Fund, the status of pro rata or partial pensions paid from time to time by the Fund and the details of the plan of benefits provided by such Fund.

4. Whenever information is furnished hereunder, the same shall be certified for the Fund furnishing the same by a person authorized in writing by the Trustees of that Fund to furnish such statement certification.
5.
  - (a) Contemporaneously with the execution of this Agreement, the Trustees of each Fund will furnish to the other Fund five true copies of their respective Plans, as in effect on the date those Trustees execute this Agreement.
  - (b) The Trustees of each Fund will furnish to the other Fund a true copy of any amendments to their respective Plans adopted after the date those Trustees execute this Agreement not later than ninety (90) days after the amendment is adopted.
  - (c) Any Amendment or modification of either Plan which is intended or designed to nullify or prohibit, or has the effect of nullifying, prohibiting or materially altering, in whole or in part, the provisions of that Plan set forth in Exhibit "A" shall become effective on its scheduled effective date. However, if the Trustees of the Fund adopting such amendment (the "amending Fund") receive from the Trustees of the other Fund within 45 days after a copy of the amendment was received by the other Fund a notice of accelerated termination of this Agreement under paragraph 7(c), the amendment shall not become effective for any purpose in connection with the eligibility for or computation of a partial or pro rata pension payable by either Fund which reflects a period of coverage under the Plan of the amending Fund where such pension first becomes payable before the effective date of termination of this Agreement.
6.
  - (a) It is expressly understood and agreed that neither Fund assumes any of the liabilities or obligations of the other Fund. It is the understanding and intention of the parties that each Fund shall be liable solely and exclusively for pension benefits due under its own Plan and neither Fund shall be liable for the acts or omissions of the other Fund, or that Fund's Trustees, employees or agents.
  - (b) Each Fund shall keep an accurate and detailed account of all disbursements and other transactions hereunder, and upon written request of the other Fund, shall furnish a written statement concerning payments to any individual made under the provisions of this Agreement.
  - (c) The Trustees of each Fund shall be fully protected in acting upon any instrument, certificate or paper believed by them to be genuine, and to be signed or presented by the proper person or persons, and the Trustees shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the accuracy of the statements therein contained.
  - (d) Nothing herein contained shall be deemed or construed to modify, vary or alter the terms of the Plans of the respective parties to this Agreement, nor impair, vary, alter, enlarge or otherwise affect the rights of any individual under the Plans of the respective parties to this Agreement.

7. (a) This Agreement shall be effective for benefits first becoming payable after June 30, 1985, and shall continue in effect until terminated as provided below.
- (b) The Trustees of either Fund may terminate this Agreement effective the last day of any calendar month by giving written notice of termination to the other Fund at least ninety (90) days prior to the date of termination. The Trustees of both Funds may agree in writing to terminate this Agreement effective at any time.
- (c) If the Trustees of either Fund receive from the other Fund a copy of any Plan amendment described in paragraph 6(c), they may terminate this Agreement by sending written notice of accelerated termination which is received by the other Fund within 45 days after the Trustees received a copy of the amendment. If such notice of accelerated termination is received within the 45-day period, this Agreement shall terminate on the last day of the calendar month in which the notice is received by the other Fund; if not, termination shall become effective on the last day of the first calendar month which ends at least ninety (90) days after the date the notice of accelerated termination is given.
- (d) Upon termination of this Agreement, any person then receiving a partial or pro rata pension under either Plan based on coverage with the other Plan will continue to receive such pension; but no other person or persons thereafter will be eligible for a partial or pro rata pension based on such coverage.
8. Except as herein otherwise expressly provided, this Agreement may not be modified, varied or altered except in writing by the parties hereto.
9. The Trustees of each Fund warrant and represent that they have the authority to enter into this Agreement and to adopt the provisions of their Plan set forth in Exhibit "A".
10. The terms of this Agreement with respect to duties or liabilities of the Western Pennsylvania Pension Fund shall be construed and enforced according to the laws of the State of Pennsylvania, and the terms of this Agreement with respect to duties or liabilities of the Western Conference Fund shall be construed and enforced according to the laws of the State of Washington, where such matters are not preempted by Federal law.
11. (a) Any documents required to be executed, and any notices required to be given, under this Agreement by either Fund or its Trustees shall bear the signatures of all the Trustees of that Fund, of any two Trustees of that Fund (one an Employer Trustee, the other a Union Trustee) duly authorized in writing to act for the Trustees of that Fund, or of a representative or representatives of the Trustees of that Fund duly authorized in writing to act for such Trustees.
- (b) Whenever notice is required to be given hereunder, the same shall be given by first class mail addressed to the Fund at the address stated immediately under the signatures of the Trustees of that Fund.

- (c) The Trustees of either Fund may change its address to which notices under this Agreement shall be sent by written notice to the other Fund.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the dates and at the places set forth below.


Executed on June 23, 1989,  
at Ardur, NJ.

TRUSTEES OF THE WESTERN  
PENNSYLVANIA TEAMSTERS AND  
EMPLOYERS PENSION FUND

By

  
Union Trustee

And

  
Employer Trustee

Address for Notices:

Executed on  
at

MARCH 15, 1989  
Seattle, WASH.

TRUSTEES OF THE WESTERN  
CONFERENCE OF TEAMSTERS  
PENSION TRUST FUND

By

  
Chairman

And

  
Co-Chairman

Address for Notices:

Western Conference of Teamsters  
Pension Trust Fund  
Attn: John C. Hughes  
Administrative Manager  
2323 Eastlake Avenue East  
Seattle, Washington 98102



EXHIBIT A-1

WESTERN PENNSYLVANIA TEAMSTERS AND  
EMPLOYERS PENSION FUND PENSION PLAN

ARTICLE VII

PENSION BENEFITS - PARTIAL PENSION

Section 7.1. Partial Pensions. Participants who would otherwise lack sufficient Credited Service to be eligible for pension benefits because their years of employment are divided between different pension plans or, if eligible, whose pension benefits would be less than the full amount provided heretofore in Articles III, IV and V because of such division of employment, may be eligible for Partial Pension benefits as provided in this Article.

Section 7.2. Related Plans. The Trustees, in accordance with the provisions of the Trust Agreement, may recognize as a Related Plan, one or more other pension plans, which have executed a Reciprocal Agreement to which this Pension Plan is a party.

Section 7.3. Related Service Credit. Service Credit accumulated and maintained by a Participant under a Related Plan shall be recognized under this Pension Plan as Related Service Credit. The Trustees shall compute Related Service Credit on the basis on which that credit has been earned and credited under the Related Plan and certified by the Related Plan to this Pension Plan.

Section 7.4. Combined Service Credit. The Combined Service Credit shall be comprised of the total of the Participant's

Credited Service under this Pension Plan and the Participant's Related Service Credit. Not more than one (1) year of Combined Service Credit shall be counted in any calendar year.

Section 7.5. Breaks in Service. In the computation of Breaks in Service, any period of employment for which a Participant has earned Related Service Credit shall be considered a period of employment in determining whether there has been a Break in Service.

Section 7.6. Eligibility. A Participant shall be eligible to receive a Partial Pension upon the satisfaction of the following requirements:

(a) The Participant would be eligible for any type of pension under this Pension Plan, other than a Partial Pension, if his Combined Service Credit were treated as years of Credited Service in accordance with Articles III, IV and V of this Pension Plan; and

(b) The Participant has at least two (2) years of Future Credited Service as an Employee covered by this Pension Plan; and

(c) The Participant is (i) eligible for a partial pension from a Related Plan, and (ii) is eligible for a partial pension from the Terminal Plan. The Terminal Plan shall be deemed to be the plan associated with the Local Union of which the Participant is a member at the time of, or immediately prior to, his retirement. If at that time the Participant was not a member of any such Local Union, then the Terminal Plan is the one to which the bulk of contributions were paid on behalf of the Participant in the thirty-six (36) consecutive calendar

months immediately preceding his retirement; and

(d) The Participant is not eligible for a pension from a Related Plan independent of the Related Plan's provisions for a Partial Pension. A Participant who is eligible for a pension other than a Partial Pension from this Pension Plan or a Related Plan, may elect to waive the other pension and qualify for either Partial Pension.

Section 7.7. Amount of Pension. The Partial Pension amount shall be determined as follows:

(a) First, the amount of pension to which the Participant is entitled under this Pension Plan, including the Combined Service Credit, shall be calculated; and

(b) Second, the number of years and months of Credited Service earned under this Pension Plan since January 1, 1955, shall be divided by the total amount of Combined Service Credit earned by the Participant since January 1, 1955; and

(c) Third, the Partial Pension amount shall be calculated by multiplying the fraction determined in this subsection (b) by the pension amount determined in this subsection (a).

Section 7.8. Payment of Pension. Partial Pension payments shall be subject to all conditions applicable to the payment of other types of pensions under this Pension Plan.

Section 7.9. Election. A Participant eligible for more than one type of pension under this Pension Plan shall be entitled to elect the type of pension to be received.

Section 7.10. Notwithstanding any of the foregoing

provisions in this Article, the Reciprocal Agreement For Teamsters Pension Funds, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, entered into in 1965, as amended, to which this Pension Fund is a party, will govern as to the terms of reciprocal pension.

Section 7.11. Notwithstanding any of the foregoing provisions in this Article, any person who has at least five (5) years of Credited Service in this Pension Plan and whose total years of participation in this Pension Plan and any Related Plan equals fifteen (15) years but who is not eligible for a partial pension by reason of the rules of the Terminal Plan, shall be entitled to receive a pension from this Pension Plan at normal retirement age based upon years of Credited Service with this Pension Plan times the unit multiplier provided by this Pension Plan for the contribution schedule under which such a participant was working at date of retirement. If a Break in Service, as that term is defined in this Pension Plan, occurs after the person leaves this Pension Plan, this provision shall not be applicable.

EXHIBIT A-2

WESTERN CONFERENCE OF TEAMSTERS PENSION PLAN

APPENDIX A

PARTIAL RETIREMENT AND SURVIVOR BENEFITS

Section 1. Purpose:

Partial Retirement Benefits are provided under the Plan for certain persons who would otherwise be eligible for no Retirement Benefits under the Plan, or smaller Retirement Benefits, because their years of pension plan coverage were divided among this Plan and other pension plans as a result of changes in employment. Similarly, Partial Survivor Benefits are provided at the death of certain persons whose pension plan coverage has been so divided.

Section 2. Reciprocating Plan:

The Trustees in their discretion may recognize as a Reciprocating Plan any pension plan established by unions and employers under Section 302(c) of the Labor Management Relations Act of 1974, as amended. Such recognition shall be in such manner, on such terms and conditions and for such period of time as the Trustees in their discretion shall determine and may be withdrawn at any time.

Section 3. Combined Past Employment:

A person shall have one month of Combined Past Employment for any calendar month meeting the following conditions:

- (a) the month precedes the earliest date on which a contribution was made on his account to this Plan or any Reciprocating Plan, and
- (b) the month is one for which such person has Past Employment under this Plan or for which credit is given under any Reciprocating Plan.

Section 4. Combined Covered Hours:

- (a) A person shall have Combined Covered Hours equal to the sum of his Covered Hours under this Plan and those that would have resulted from contributions made to any Reciprocating Plan if such contributions had been made to this Plan, and if such person's coverage under the Reciprocating Plan (i) resulted from a change in his employer or place or type of employment, or (ii) preceded his coverage under this Plan. In determining the amount of Plan Member's Future Service Credits and for purposes of limiting the number of his Past Service Credits so they do not exceed twice the number of his Future Service Credits, Covered Hours under this Plan shall be considered Combined Covered Hours only if they are Covered Hours in respect to which an Employer Contribution is made to the Trust Fund.
- (b) For purposes of applying Article 19.37, a Plan Member shall be deemed to have Combined Covered Hours for each calendar month of

- (i) Disability absence from this Plan or a Reciprocating Plan;
- (ii) Military absence, provided that the Plan Member returns to Covered Employment under this Plan or employment for which contributions are payable to a Reciprocating Plan within ninety (90) days after the end of the period his reemployment rights are protected by law; and
- (iii) Employment as a member of a collective bargaining representative is a local union of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America which represents employees within the boundaries of the geographic area covered by this Plan or the Reciprocating Plan, if such unit has never been covered by this Plan or the Reciprocating Plan or ceases to be covered before he enters such employment, and if such employment is immediately followed by a period of two Plan Years during which he is credited with a total of at least 600 Combined Covered Hours.

The number of Combined Covered Hours a Plan Member is deemed to have for any such month is that number which, when added to his actual Combined Covered Hours for that month, produces a total of 50.

This Section 4(b) shall not apply with respect to any period before the earlier of the date an individual first becomes an Active Participant under this Plan or the earliest date on which a contribution was made on his behalf to any Reciprocating Plan.

#### Section 5. Eligibility for a Partial Retirement Benefit:

Subject to the limitations of A.12 of this Article, a person who has at least 3,000 Covered Hours under the Plan shall be eligible for a Partial Age Retirement Benefit or a Partial Disability Retirement Benefit, whichever is applicable, on any date if, on such date, he meets the following conditions:

- (a) considering his Combined Hours as Covered Hours, he meets the conditions set forth in either Article Eight or Article Nine and
- (b) a partial pension is payable to him under a Reciprocating Plan if a Partial Retirement Benefit is payable under this Plan.

A person eligible for a Retirement Benefit under this Plan without regard to this Article may elect instead to receive any benefit for which he is eligible under this Article.

#### Section 6. Eligibility for a Partial Survivor Benefit:

Subject to the limitations of A.12 of this Article, if a person dies and has at least 3,000 Covered Hours under this Plan, the eligibility requirements for a Partial Survivor Benefit shall be met if:

- (a) considering such person's Combined Covered Hours as Covered Hours, the requirements of Article Eleven and Twelve and

- (b) a partial survivor benefit is payable at any time, on account of his death, under a Reciprocating Plan if a Partial Survivor Benefit is payable at any time under this Plan, or, immediately prior to his death, a Partial Retirement Benefit was payable under this Plan.

A person eligible for a Survivor Benefit under this Plan without regard to this Article may elect instead to receive any benefit for which he is eligible under this Article.

Section 7. Entitlement:

A person who meets the conditions for eligibility set forth in Section 11.2 or Section 12.2 or 12.4 of these Articles shall, upon approval by the Trustees of an application submitted to the Trustees in form satisfactory to the Trustees, become entitled to the benefit for which he is eligible.

Section 8. Effective Date:

The effective date of a Partial Benefit to which a person is entitled shall be determined in accordance with Article Eight, Article Nine or Article Eleven and Twelve, whichever is applicable. In no event, however, may the effective date of a Partial Benefit to which the Trustees recognize as a Reciprocating Plan any pension plan under which the person had coverage that is reflected in such Partial Benefit.

Section 9. Amount:

Subject to the limitations of A.12 of this Appendix A, the amount and terms of payment of a person's Partial Benefit shall be determined in accordance with Article Eight, Article Nine or Article Eleven and Twelve, whichever is applicable, subject to the following exceptions with respect to the coverage giving rise to such Benefit:

- (a) Combined Covered Hours will be counted as Covered Hours,
- (b) Combined Past Employment will be counted as Past Employment,
- (c) Final Pension Agreement, Final Pension Agreement Contribution Rate, 500 Covered Hour Year and Five-Year Average Contribution Rate will be based only on Covered Hours and Employer Contributions under this Plan, and
- (d) the amount of Benefit otherwise determined will be reduced by multiplying it by the ratio of the sum of (i) and (ii) to the sum of (iii) and (iv) where
  - (i) is the number of Future Service Credits based on Covered Hours under this Plan,
  - (ii) is the number of Past Service Credits, if any, based on months of Past Employment, if any, after December 31, 1954,
  - (iii) is the number of Future Service Credits based on Combined Covered Hours, and

(iv) is the number of Past Service Credits, if any, based on months of Combined Past Employment, if any, after December 31, 1954.

However, item (c) above shall not apply to a Partial Benefit that reflects coverage under a Reciprocating Plan that does not contain an exception comparable to such item (c). Instead, for purposes of determining the amount of such Partial Benefit, Final Pension Agreement, Final Pension Agreement Contribution Rate, 500 Covered Hour Year and Five-Year Average Contribution Rate will be based on Combined Covered Hours and Combined Employer Contributions. A person shall have Combined Employer Contributions equal to the contributions made to the Trust Fund and to any Reciprocating Plan on account of his Combined Covered Hours.

A.12. Limitations:

In determining a person's Combined Covered Hours, Combined Past Employment, and Combined Employer Contributions for purposes of Section 9 of this Article, only coverage under a Reciprocating Plan under which a Partial Pension or Partial Survivor Benefit is payable to or on account of such person is considered.

If a plan ceases to be recognized by the Trustees as a Reciprocating Plan, persons then receiving Partial Benefits based on coverage with such Reciprocating Plan will continue to receive such benefits, but no other persons will become eligible for a Partial Benefit based on such coverage.