
COMPLETE RULES AND REGULATIONS

FOR THE

NEW ENGLAND TEAMSTERS PENSION FUND

Amended and Restated

January 1, 2022

NEW ENGLAND TEAMSTERS PENSION FUND
RESTATED EFFECTIVE AS OF JANUARY 1, 2022
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NEW ENGLAND TEAMSTERS PENSION FUND

Amended and Restated Effective as of January 1, 2022

The New England Teamsters Pension Fund (formerly known as the New England Teamsters & Trucking Industry Pension Fund) was created by an Agreement and Declaration of Trust dated April 11, 1958 for the purpose of providing pension and retirement benefits for employees represented by various Teamsters Local Unions in New England.

The Plan is intended to qualify under Section 401(a) of the Code as a multiemployer trust, within the meaning of Section 414(f) of the Code. The Plan is a defined benefit plan within the meaning of Section 414(j) of the Code.

The Plan has been restated on several previous occasions with effective dates of October 1, 1976; October 1, 1985; October 1, 1989; October 1, 1997; April 1, 2003; January 1, 2011 and January 1, 2014. Since the 2014 restatement, the Plan has been amended by the Trustees to incorporate certain changes and others that have been mandated by federal statute. The 2014 restatement received a favorable determination letter from the Internal Revenue Service dated May 8, 2014 and incorporated amendments to withdrawal liability calculations described in Article XV, as approved by the Pension Benefit Guaranty Corporation.

The Trustees now restate the Plan in its entirety, effective as of January 1, 2022, unless otherwise specified herein, to incorporate the amendments approved since the 2014 restatement, mandated statutory changes and certain other changes.

ARTICLE I

DEFINITIONS

Unless the context or subject matter otherwise requires, the following definitions shall govern in the Plan:

SECTION:

1.01 120 CERTAIN PAYMENTS PENSION

“120 Certain Payments Pension” has the meaning set forth in Section 8.02(b).

1.02 36-MONTH ANNUITY FOR UNMARRIED PARTICIPANTS

“36-Month Annuity” and “36-Month Annuity for Unmarried Participants” have the meaning set forth in Section 9.03.

1.03 ACCRUED BENEFIT

“Accrued Benefit” means the benefit that a Participant accrues as set forth in Article VI.

1.04 ACTIVE PARTICIPANT

“Active Participant” means an Employee who has commenced participation in the Fund under the terms of Section 3.01 and is currently working in Covered Employment for a Contributing Employer.

1.05 ACTIVELY ENGAGED IN COVERED EMPLOYMENT

- (a) If a determination is being made of eligibility for a death or disability benefit, a Participant shall be deemed “Actively Engaged in Covered Employment” if the Employee earned at least 18 months of Contributory Credit in the 36 consecutive months immediately preceding the month in which the Participant died or became totally and permanently disabled.
- (b) If a determination is being made of eligibility for a retirement benefit, a Participant shall be deemed Actively Engaged in Covered Employment if the Employee earned at least 18 months of Contributory Credit in the 36 months ending on the last day of Covered Employment.
- (c) In the event that an Employee did not earn 18 months of Contributory Credit in the previous 36 consecutive months specified because the Employee was disabled as evidenced by the receipt of disability income benefits from federal, state, workers’ compensation, local union health and welfare fund, or other employer-paid disability programs, the period for which the Employee continued to receive such

income shall be excluded from the test period for the purposes of satisfying the requirement that an Employee be Actively Engaged in Covered Employment.

- (d) Notwithstanding any provision to the contrary contained in this Section 1.05, in the event that an Employee does not earn 18 months of Contributory Credit in 36 consecutive months as provided in this Section 1.05, Contributory Credit paid by the Employer after the date of disability for absences due to illnesses or injuries shall be considered part of the required 18 months of Contributory Credit as required by the Collective Bargaining Agreement. However, in no event shall such Contributory Credit paid by the Employer exceed 12 months.

1.06 ACTUARIAL EQUIVALENT

The “Actuarial Equivalent” of a benefit means another benefit (differing as to payee or as to time or form of payment) of the same value when computed on the basis of the 1971 Group Annuity Table Male for calculations involving a Participant, and the 1971 Group Annuity Table Female for calculations involving a surviving Spouse, Beneficiary, or Alternate Payees and 8.5% interest.

Notwithstanding the above, any commuted values which become payable shall be determined using, for each Plan Year, the applicable interest rate as defined by Section 417(e)(3)(A)(ii)(II) of the Code as published by the Federal Reserve for the month of June preceding the beginning of the Plan Year, and the applicable mortality table shall be the table described in IRS Revenue Ruling 2001-62.

1.07 ACTUARY

“Actuary” means the “enrolled actuary” or actuarial firm which employs an “enrolled actuary,” as provided in ERISA, engaged by the Trustees to advise them on the actuarial requirements of the Plan.

1.08 ALTERNATE PAYEE

“Alternate Payee” means any Spouse, former Spouse, child or other dependent of the Participant recognized by a “Qualified Domestic Relations Order” under Code Section 414(p) as having a right to receive all or a portion of the Participant’s nonforfeitable benefit under the Plan.

1.09 BENEFICIARY

“Beneficiary” means a person who is or may be receiving benefits under the Plan because of the designation for such benefits by a Participant. If no Beneficiary is designated by a Participant for any benefits that become payable under the Plan, as applicable, unless otherwise set forth under the Plan, such benefits shall be paid upon the death of the Participant as follows:

- (a) first, to the Spouse of the Participant;

- (b) second, to the issue of the Participant (e.g., children of the Participant including legally adopted children); and
- (c) finally, to the estate of the Participant.

This hierarchy shall not entitle any person or entity to a benefit under the Plan that such person or entity is not otherwise eligible for under the Plan.

1.10 CALENDAR YEAR

“Calendar Year” means the period from January 1 to the next December 31. For purposes of compliance with ERISA regulations, the Calendar Year shall serve as the vesting computation period, the benefit accrual computation period, and, after an Employee’s initial period of employment, the computation period for eligibility to participate in the Plan.

1.11 CHRISTMAS BENEFIT

“Christmas Benefit” has the meaning set forth in Section 8.03.

1.12 CODE

“Code” means the Internal Revenue Code of 1986, as amended from time to time. Reference to a specific provision of the Code shall include such provision, any valid regulation or ruling promulgated thereunder, and any provision of future law that amends, supplements, or supersedes such provision.

1.13 COLLECTIVE BARGAINING AGREEMENT

“Collective Bargaining Agreement” means a written agreement between a Local Union or a non-Teamsters-affiliated union and Contributing Employer which incorporates the language that requires contributions to the Fund. The Trustees shall prescribe such language, which they may revise from time to time. The language shall set forth the terms and conditions for the payment of contributions, including minimum and maximum rates for periods for which contributions are payable, the rules governing due dates for payments, and charges for late payment, and shall also include the scope of required coverage of Employees. The establishment of such terms and conditions shall not be construed as making the Fund a party to the Collective Bargaining Agreement.

With respect to Contributing Employers described under Section 1.15(a), references to the term “Collective Bargaining Agreement” shall also include the separate written agreement required under Section 2.05 between the Contributing Employer, the Local Union and the Fund. With respect to Contributing Employers described under Sections 1.15(b) through (e), the term “Collective Bargaining Agreement” shall mean the written agreement required under Section 2.05 between the Contributing Employer, the Local Union and the Fund.

1.14 COMBINED PENSION CREDIT

“Combined Pension Credit” has the meaning set forth in Section 13.04.

1.15 CONTRIBUTING EMPLOYER

“Contributing Employer” (or “Employer”) means an employer as described in paragraphs (a) through (e) of this Section 1.15, provided such employer’s participation is not canceled.

- (a) Any employer who has been accepted by the Trustees for participation in the Fund as herein defined, provided the employer has signed a copy of or otherwise adopted the Trust Agreement and is required to make contributions to the Fund by a Collective Bargaining Agreement and/or as approved by the Trustees.
- (b) Each Local Union, Credit Union, and Joint Council (established by representatives of a participating Local Union), any of which has been approved by the Trustees for participation as a Contributing Employer, which agrees through a written agreement put forth by the Fund and is required to make contributions to the Fund for its Employees.
- (c) Any employer association for its Employees if a substantial percentage of such employer association members are parties to Collective Bargaining Agreements, as herein defined, which agrees through a written agreement put forth by the Fund to make contributions to the Fund for such Employees.
- (d) The Fund and any affiliated entity for their Employees which has been approved by the Trustees for participation as a Contributing Employer, which agrees through a written agreement put forth by the Fund and is required to make contributions to the Fund for such Employees.
- (e) Any trust fund established by representatives of a participating Local Union and Contributing Employers pursuant to a trust agreement under the provisions of 302(c)5 of the Taft-Hartley Act for the Employees of such trust fund which has been approved for participation as a Contributing Employer, the Trustees of which trust fund agree through a written agreement put forth by the Fund and are required to make contributions to the Fund for such Employees.

Each Contributing Employer shall be categorized as either a Legacy Employer, Transition Employer or New Employer, as such categories are further defined in Section 2.04.

1.16 CONTRIBUTION

“Contribution” means the payment required to be made to the Fund under the terms of a Collective Bargaining Agreement, or other agreement as provided for in Section 1.15(b), (d) or (e).

1.17 CONTRIBUTION PERIOD

“Contribution Period” means, with respect to a classification of employment, the period during which the employer is a Contributing Employer with respect to the classification of employment.

1.18 CONTRIBUTION RATE

“Contribution Rate” means the hourly rate of contributions required to be paid to the Fund as agreed to in a Collective Bargaining Agreement. The Trustees shall have the right to determine approved Contribution Rates and define and classify such Contribution Rates, and the benefits payable as a result of such Contribution Rates in order to ensure the sound actuarial and administrative operation of the Fund.

1.19 CONTRIBUTORY CREDIT

“Contributory Credit” is credit granted under the Plan for service during the Contribution Period as more fully defined in Article IV.

1.20 CONTRIBUTORY SERVICE ACCRUAL

“Contributory Service Accrual” is the additional benefit that the Participant accrues as a result of earning Contributory Credit under Section 4.02(a), as more fully described in Section 6.01(a)(i).

1.21 COVERED EMPLOYMENT

“Covered Employment” means employment of an Employee by a Contributing Employer in a job classification covered by the Collective Bargaining Agreement for which the Contributing Employer is obligated by the Collective Bargaining Agreement to contribute to the Fund, and may also include such employment prior to the time at which such contributions begin in whole or in part, as specifically provided by the Plan. “Covered Employment” shall not, however, include employment by an employer after termination of that employer’s status as a Contributing Employer for failure to pay contributions due, pursuant to the provisions of Section 2.09, or employment as an Employee excluded by the provisions of Section 1.23.

1.22 DISABILITY PENSION

“Disability Pension” means the pension benefit as described in Article VII.

1.23 DISQUALIFYING EMPLOYMENT

“Disqualifying Employment” means employment or self-employment that is:

- (a) in an industry covered by the Fund when the Participant’s pension payments began;

- (b) in the geographic area covered by the Fund when the Participant's pension payments began; and
- (c) in any type of work in which the Participant was employed in Covered Employment at any time, as well as any type of work for which contributions are required to be made to the Fund.

In any event, any employment after age 70 will not be considered Disqualifying Employment. The Trustees also may from time to time temporarily modify the categories of work considered Disqualifying Employment or establish categories of work that shall not be considered Disqualifying Employment on a temporary basis.

1.24 DISQUALIFYING EMPLOYMENT DEFINITIONS

For purposes of determining Disqualifying Employment, the following definitions shall apply:

- (a) The geographic area covered by the Fund is the New England states and any adjacent states and any adjacent Canadian provinces, to the extent that they include any metropolitan area in which Covered Employment was performed prior to and at the time the Pensioner retired, and any other area covered by the Fund when the Participant's pension began or, but for suspension under Article XI, would have begun.
- (b) If a Pensioner reenters Covered Employment to an extent sufficient to cause a suspension of benefits, and the Pensioner's pension payments are subsequently resumed, the industry and area covered by the Fund when the Participant's pension began shall be the industry and area covered by the Fund when the Pensioner's pension was resumed.
- (c) Effective October 1, 2015, paid non-work time shall not be counted toward Disqualifying Employment hours in any calendar month if paid for vacation, holiday, illness or other incapacity, layoff, jury duty or other leave of absence. Hours contributed under a workers' compensation or temporary disability benefits law shall also not be considered to be Disqualifying Employment hours.

1.25 EARLY RETIREMENT PENSION

"Early Retirement Pension" means the pension benefit described in Section 6.07.

1.26 EARLY RETIREMENT REDUCTION PERCENTAGES

"Early Retirement Reduction Percentages" means the percentages set forth in Tables 3A and 3B.

1.27 EFFECTIVE DATE

The “Effective Date” of a Participant’s pension is the first day of the first full calendar month for which a pension is payable following the one-month notification requirement. In accordance with Section 10.01, a complete Pension Application must be filed with Trustees at least one calendar month in advance of the Effective Date of the pension. The Effective Date may be a later date at the Participant’s request. If the Participant’s Pension Application is incomplete or missing information, the Trustees and Participant shall cooperate in good faith to perfect the defect. If the Pension Application is not perfected within three calendar months of the originally identified Effective Date, the Participant may be required to resubmit a new Pension Application subject to the one-month notification requirement under this Section.

1.28 EMPLOYEE

- (a) “Employee” means a person who is an employee of an Employer and who is covered by a Collective Bargaining Agreement requiring Employer contributions on the Employee’s behalf. An Employee with respect to whom an Employer defined in paragraphs (b), (c), (d) and (e) of Section 1.15 participates in the Plan is to be deemed an Employee. The term “Employee” does not include any person who is an officer or director of a corporation, or a partner or owner of a business organization if such corporation or business is a Contributing Employer notwithstanding the fact that such person may from time to time perform bargaining-unit work. A person who owns 50 percent or more, whether directly or indirectly, of stock, capital or profits of a Contributing Employer or who has the ability to control effectively 50 percent or more of said stock, capital or profits shall be considered an owner of a business and shall not be considered an Employee.
- (b) A person who owns less than 50 percent but more than 25 percent, whether directly or indirectly, of stock, capital or profits of a Contributing Employer or who has the ability to control effectively less than 50 percent but more than 25 percent of said stock, capital or profits may be considered an owner of a business as the Trustees may determine; and if such determination is made, such person shall not be considered an “Employee.”
- (c) “Owner/operator” for purposes as an Employee under the Plan is defined as a driver who enters into a lease arrangement with the driver’s Employer whereby the driver rents the driver’s equipment to or from the driver’s Employer and as a driver is under the direction and control of the Employer. It shall be evidence of a valid owner/operator relationship if the Employer pays the driver’s Social Security tax, workers’ compensation insurance, and other expenses incidental to the driver’s employment as well as the payment, by separate check, to the driver for the driver’s wages and by separate check for the driver’s equipment rental.

The term “Owner/operator” as used herein does not include an owner during any period for which the owner:

- (i) is engaged as an individual contractor or was self-employed; or
- (ii) is not listed on the payroll or similar type records of a Contributing Employer as an Employee; or
- (iii) is not covered by a Collective Bargaining Agreement as defined herein.

1.29 ERISA

“ERISA” means the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq., effective September 2, 1974, as amended.

1.30 FROZEN ACCRUAL

“Frozen Accrual” means the accrual set in accordance with Table 2C based on the Contribution Rate in effect on July 31, 2005, including adjustments described in Section 6.01(a)(i), if any.

1.31 FUND

“Fund” means the New England Teamsters Pension Fund, a trust created by the Trust Agreement, and, generally, shall mean the money or other things of value which comprise the corpus and additions to the Fund.

1.32 HOUR OF SERVICE

An “Hour of Service” means each hour for which an Employer is obligated to make Contributions to the Fund under a Collective Bargaining Agreement and which shall include each hour for which an Employee is paid or entitled to payment, including each hour of paid vacation and paid holidays and including periods of absence on account of illness, off-the-job injury or on-the-job injury for which hours of contributions are due to the Fund. An “Hour of Service” shall also include hours for which back pay, retroactive or prospective contributions, irrespective of mitigation of damages, is awarded or agreed to by an Employer. An “Hour of Service” is intended to mean at a minimum an “Hour of Service” as defined in the Department of Labor Regulations 2530.200b-2 insofar as it is applicable to the Plan.

1.33 INACTIVE VESTED PARTICIPANT

An “Inactive Vested Participant” is a Participant who attains Vested Status and who subsequently is not credited with an Hour of Service in Covered Employment in this Fund and/or is not eligible for credited service in any Teamster fund (defined as any retirement fund created by and/or administered by any entity related in any way to the International Brotherhood of Teamsters, its Local Unions or Joint Councils) for 12 consecutive months prior to the Participant’s submission of a Pension Application for benefits. “Inactive Vested Participant” may also include other designations as described in an applicable Rehabilitation Plan. Inactive Vested Participants qualify only for a Regular Pension paid at Normal Retirement Age or a Partial Pension paid at Normal Retirement Age. An Inactive

Vested Participant may earn reinstatement as an Active Participant upon meeting the requirements for participation as described in Article III. In the event a Participant does not earn at least one Hour of Service in Covered Employment in this Fund or a related Teamster fund, as defined above, in the 12 months prior to determination because of a disability, as evidenced by the receipt of disability income benefits from federal, state, workers' compensation, a local union health and welfare fund or other employer-paid disability programs, the period of time during which the Employee continued to receive such income shall be excluded from the test period for the purposes of determining that an Employee is an Inactive Vested Participant.

The Trustees, in their sole and exclusive discretion, may waive the Inactive Vested Participant status of a particular group of employees or a particular bargaining unit.

1.34 JOINT AND SURVIVOR PENSION

"Joint and Survivor Pension" has the meaning as described in Section 8.01.

1.35 JOINT AND SURVIVOR PENSION WITH POP-UP

"Joint and Survivor Pension with Pop-Up" has the meaning as described in Section 8.02.

1.36 LOCAL UNION

"Local Union" means a Local Union affiliated with the International Brotherhood of Teamsters which has been accepted for participation by the Trustees as an Employer and which has accepted the Trust Agreement in writing.

1.37 MAINTENANCE OF BENEFITS REQUIREMENTS

"Maintenance of Benefits Requirements" means the annual Contribution Rate increase required to maintain the Contributory Service Accruals, provided for in Sections 6.01 and 6.02, as set by the Trustees from time to time. The Fund's Rehabilitation Plan, as may be adopted from time to time by the Trustees, sets forth the applicable Maintenance of Benefits Requirements.

For the avoidance of doubt, the "Maintenance of Benefits Requirements" under the Plan shall be subject to the terms of any agreement between a Transition Employer and the Fund relating to a Transition Employer's Maintenance of Benefits Requirements, Contribution Rates or future changes to Contribution Rates, and such agreement shall control over any Maintenance of Benefits Requirements under the Plan.

1.38 NORMAL RETIREMENT AGE

For pension benefits accrued based on Contributory Credit with a Legacy or Transition Employer, as described in Sections 2.04(a) and (b), "Normal Retirement Age" means age 64. However, if the Participant at age 64 has neither attained Vested Status nor reached the Participant's 5th anniversary of the date the Participant most recently commenced participation in the Plan, then the Participant's "Normal Retirement Age" shall be the

earlier of the 5th anniversary of the date of the Participant's most recently commenced participation or the date the Participant attained Vested Status.

For pension benefits accrued based on Contributory Credit with a New Employer, as described in Section 2.04(c), "Normal Retirement Age" means age 65. However, if the Participant at age 65 has neither attained Vested Status nor reached the Participant's 3rd anniversary of the date of the Participant's most recently commenced participation in the Plan, then the Participant's "Normal Retirement Age" shall be the earlier of the 3rd anniversary of the date the Participant most recently commenced participation or the date the Participant attained Vested Status.

1.39 PARTIAL PENSION

"Partial Pension" means the pension benefit described in Article XIII.

1.40 PARTICIPANT

"Participant" means an Employee who meets the requirements for participation in the Plan as set forth in Article III, a Pensioner or an Inactive Vested Participant.

1.41 PAST SERVICE CREDIT

"Past Service Credit" is credit granted under the Plan for service prior to the Contribution Period as defined in Article IV.

1.42 PENSION APPLICATION

"Pension Application" means the writing described in Section 10.01.

1.43 PENSION CREDIT

"Pension Credit" is the number of years and months of service for which credit is granted under the Plan as defined in Article IV.

1.44 PENSIONER

"Pensioner" means an Employee or former Employee to whom a pension under the Plan is being paid or to whom a pension would be paid but for time to process the Pension Application, suspension or offset as a result of the application of the Plan to such pension.

1.45 PLAN

"Plan" means the provisions of the Rules and Regulations for the New England Teamsters Pension Plan adopted herein with any amendments, modifications or interpretations thereof duly adopted by the Trustees.

1.46 PLAN YEAR

“Plan Year” means the period of 12 months commencing on October 1 and ending the following September 30.

1.47 REGULAR PENSION

“Regular Pension” means the pension benefit described in Section 6.06.

1.48 REHABILITATION PLAN

“Rehabilitation Plan” means the procedures and provisions adopted by the Trustees from time to time to comply with the provisions of the Pension Protection Act of 2006 (as well as any successor act or interpretations thereof). Such Rehabilitation Plans will be considered amendments to this restated Plan in accordance with Article XIV.

1.49 SINGLE-LIFE ANNUITY

“Single-Life Annuity” has the meaning as described in Section 8.01.

1.50 SINGLE-PAYMENT DEATH BENEFIT

“Single-Payment Death Benefit” has the meaning as described in Section 9.01.

1.51 SPOUSE

- (a) A “Spouse” is a person to whom a Participant is considered married under applicable law. To the extent provided in a Qualified Domestic Relations Order (within the meaning of Sections 206(d) and 414(p) of the Code) a Spouse shall also mean a Participant’s former Spouse.
- (b) A Spouse shall be considered a “Qualified Spouse” if the Participant and Spouse have been married for at least one year immediately preceding the Participant’s Effective Date or the date of the Participant’s death. Notwithstanding the foregoing sentence, a Spouse of a Participant who has commenced the Participant’s pension benefits shall become a “Qualified Spouse” on the first anniversary of the marriage, but not later than the first anniversary of the Participant’s Effective Date. If a Participant marries subsequent to the Participant’s Effective Date, such Spouse will not be considered a “Qualified Spouse” for any purpose under the Plan, unless specifically allowed under Section 8.01(b).
- (c) A Qualified Spouse who thereafter is divorced from a Pensioner shall still be considered the Participant’s Qualified Spouse on the Participant’s date of death (if the Qualified Spouse is then living) unless a Qualified Domestic Relations Order revokes such status.

1.52 SURVIVING SPOUSE ANNUITY

“Surviving Spouse Annuity” has the meaning as described in Section 9.02.

1.53 THIRTY-YEAR FULL-SERVICE PENSION

“Thirty-Year Full-Service Pension” means the pension benefit as described in Section 6.08.

1.54 TRUST AGREEMENT

“Trust Agreement” means the New England Teamsters Pension Fund Restated Agreement and Declaration of Trust establishing the Fund entered into on April 11, 1958, restated as of August 2, 1982 and as of January 26, 1994, and restated further as of January 1, 2022, with any amendments thereto, and as may be restated or amended hereafter.

1.55 TRUSTEES

“Trustees” means the individuals who are acting as Employer Trustees and Union Trustees pursuant to the provisions of the Trust Agreement.

1.56 VESTED PARTICIPANT

A “Vested Participant” is a Participant who becomes vested or has achieved Vested Status.

1.57 VESTED STATUS

“Vested Status” is an entitlement to a pension benefit as described in Section 5.01 in accordance with the Plan that is attained by a Participant by (1) fulfilling the service requirements for eligibility for a nonforfeitable pension described in Section 5.01 or (2) attaining Normal Retirement Age.

1.58 VESTING SERVICE or YEARS OF VESTING SERVICE

“Vesting Service” or “Years of Vesting Service” shall have the meaning as described in Section 5.02.

1.59 GENDER

Except as the context may specifically require otherwise, use of the masculine or feminine gender shall be understood to include masculine, feminine and nonbinary genders.

ARTICLE II
BASIS OF EMPLOYER PARTICIPATION IN FUND

SECTION:

2.01 GENERAL

The Plan is intended primarily to provide retirement benefits to Vested Participants.

The purpose of this Article II is to set forth the general terms and conditions under which the Trustees may accept as a Contributing Employer an employer that does not meet the definition of Contributing Employer in Section 1.15, hereinafter referred to as a “New Employer.”

2.02 ACCEPTANCE OF A CONTRIBUTING EMPLOYER

Upon application by a Local Union, an employer may be accepted by the Trustees as a “Contributing Employer,” or an employer whose participation has been terminated in accordance with Section 2.09 hereof may be accepted for reinstatement as a “Contributing Employer,” if such acceptance will not adversely affect the actuarial soundness of the Fund as determined by the Trustees in consultation with the Actuaries for the Fund. To enable the Trustees to make such determination, each Local Union seeking approval of an employer shall furnish the name, date of birth and employment history of each employee then covered by the Collective Bargaining Agreement between the Local Union and the employer and such additional information as may be required from time to time. Nothing herein shall require the Trustees to accept any employer as a Contributing Employer.

2.03 ACCEPTANCE OF NEW LOCAL UNIONS

A Local Union affiliated with the International Brotherhood of Teamsters may apply to the Trustees for acceptance as an additional Local Union to be included in the definition of such term in Section 1.36. The acceptance of any such new Local Union shall be at the sole and exclusive discretion of the Trustees.

2.04 TYPES OF CONTRIBUTING EMPLOYERS

A Contributing Employer’s participation in the Fund and the pension benefits, rights, features and privileges available to its Employees under the Plan may vary by the type of Employer as described below.

(a) Legacy Employer

A “Legacy Employer” is an Existing Employer as described in Section 15.01(b)(ii) who participates in the Existing Employer Pool for the calculation of withdrawal liability as described in Section 15.02.

(b) Transition Employer

A “Transition Employer” is a New Employer as described in Section 15.01(b)(i)(B) who, by agreement, participates in the New Employer Pool for the calculation of withdrawal liability as described in Section 15.02 subsequent to the effective date of such agreement.

(c) New Employer

A “New Employer” is an Employer as described in Section 15.01(b)(i)(A) who participates in the New Employer Pool for the calculation of withdrawal liability as described in Section 15.02 upon initial participation in the Fund and includes:

- (i) Unless otherwise described, Contributing Employers who did not have an obligation to contribute to the Fund prior to May 28, 2010.
- (ii) Contributing Employers who had an obligation to contribute to the Fund prior to May 28, 2010, but who enter into a Collective Bargaining Agreement with respect to a bargaining unit previously not participating in the Fund. In this circumstance, unless otherwise determined by the Trustees, the designation of New Employer will apply solely to newly participating bargaining units.

The Trustees, in their sole and exclusive discretion, may accept or reject Collective Bargaining Agreements designating a Contributing Employer as a New Employer for purposes of this Section 2.04(c) based on an actuarial analysis of the Contributing Employer’s workforce, industry and other factors. A New Employer satisfying the provisions of this Section 2.04(c) will also satisfy the New Employer provisions of Sections 15.01(b)(i)(A) and 15.02(a).

2.05 WRITTEN AGREEMENT REQUIREMENT

An employer, in order to be accepted as a Contributing Employer in accordance with Section 2.02 hereof, shall be required to sign, along with the Local Union, a written agreement put forth by the Fund, which sets forth the full details of the basis for contributions to the Fund and the basis for acceptance as a Contributing Employer which prevails at the time of such acceptance by the Trustees, and shall agree to accept and be bound by any revisions or modifications to such agreement which the Trustees shall promulgate during the term of any Collective Bargaining Agreement between such Contributing Employer and the Local Union of which such agreement is made a part directly or by reference.

2.06 CONDITIONS FOR PARTICIPATION

When granting acceptance for participation as a Contributing Employer to an employer or to a previously terminated employer in accordance with Section 2.09 hereof, or to a Local Union in accordance with Section 2.03 hereof, the Trustees may impose any terms and conditions they consider necessary or appropriate to preserve the actuarial soundness of

the Fund and to preserve an equitable relationship between the basis of contributions of all Contributing Employers and the benefits provided for all Participants. Such conditions may include but shall not be limited to the imposition of special requirements for months of Pension Credit during the Contribution Period before the commencement of benefits for Pension Credit, and/or the granting of a different scale of benefits.

When such conditions are imposed, they shall be binding upon the Local Union, the Contributing Employer involved and the Employees for whom contributions are being made and such conditions, if contrary to any term or provision of the remainder of this Plan, shall prevail with respect to the Local Union, the Contributing Employer involved and the Employees for whom contributions are being made.

Contribution Rates submitted to the Fund must comply with the Maintenance of Benefits Requirements applicable to such Contribution Rates.

2.07 ACCEPTANCE OF EMPLOYER

A Contributing Employer shall not be considered as accepted by the Trustees until the Fund has received a signed copy of the Collective Bargaining Agreement and any separate written agreement then required, and completed census information for all Employees. Any delay in acceptance by the Trustees shall in no way relieve the Contributing Employer of any obligations under the Collective Bargaining Agreement to make contributions prior to the date of such acceptance. Funds received in the interim shall be held in escrow and shall not be deemed acceptance of the Contributing Employer.

2.08 MAINTENANCE OF PARTICIPATION

A retirement plan is a long-term commitment in which the costs of the benefits provided and the investment gains and losses are shared among Participants and Contributing Employers. In adopting this Plan and the requiring Contribution Rates necessary to provide for those benefits, the Trustees have accepted certain long-range actuarial commitments consistent with the long-term nature of retirement programs. As a result, in agreeing to become and remain a Contributing Employer, each Contributing Employer agrees that it shall be required, in successor Collective Bargaining Agreements, to (a) comply with the Fund's Maintenance of Benefits Requirements in effect on the effective date of each successor Collective Bargaining Agreement, and (b) contribute the same hourly contribution for all bargaining-unit Employees, subject to the provisions set forth in the third paragraph of this Section 2.08 below.

Each Contributing Employer also recognizes that the Trustees may, in their sole and exclusive discretion, increase or decrease the level of benefits offered with respect to future Covered Employment for its employees, and/or may require changes in the Maintenance of Benefits Contribution Rates necessary to maintain the actuarial soundness of the Fund, and/or comply with applicable laws, regulations and rulings governing multiemployer pension plans in the United States.

Notwithstanding any other provision in the Plan, the Trustees, in their sole and exclusive discretion, may, if they determine it is in the best interest of the stability of the Fund,

approve a Collective Bargaining Agreement that contains different Contribution Rates for bargaining-unit Employees performing the same work as existing bargaining-unit Employees.

2.09 TERMINATION OF PARTICIPATION

A Contributing Employer's participation in the Fund shall cease on the earliest of the dates described in subsection (a) or (b) below. The termination of an Employer's participation in the Fund, whether by action of the Trustees or otherwise, shall not relieve the Employer of any outstanding obligations to the Fund at the effective date of such termination.

(a) Delinquent Employer

If a Contributing Employer does not make contributions to the Fund as required by its Collective Bargaining Agreement with the Local Union, in accordance with the administrative procedures adopted by the Trustees, the Trustees may terminate the Employer's participation in this Fund. The Trustees may reinstate such terminated Employer's participation in this Fund, including reinstatement of Past Service Credit, if any, which may have been reduced or cancelled under Section 2.10 upon such terms and conditions as the Trustees may determine to be reasonable and necessary.

(b) Contributions No Longer Required

A Contributing Employer's participation in this Fund with respect to a bargaining unit will automatically cease when the Employer no longer has a Collective Bargaining Agreement requiring contributions to the Fund unless continuing contributions are required by applicable law, including 29 U.S.C. § 158(a)(5).

2.10 CANCELLATION OF PAST SERVICE CREDIT

(a) Upon the termination of participation of a Contributing Employer described in subsection (b) below, the Trustees will cancel the Past Service Credit, if any (as defined in Article IV), of the Employees described in subsection (c) below.

(b) Employers Affected:

- (i) Delinquent Employers described in Section 2.09(a); and
- (ii) Employers for whom there is no longer a Collective Bargaining Agreement requiring contributions to the Fund if the cessation of such contributions was a result of actions by members of a bargaining unit, which actions include but are not limited to the following:
 - (A) decertification or other removal of the Local Union as a bargaining agent; and

(B) ratification or other acceptance of a Collective Bargaining Agreement which permits withdrawal of the bargaining unit, in whole or in part, from the Fund.

(c) **Employees Affected:**

Those Employees then working for the terminated Contributing Employer in Covered Employment on the date the Employer's participation is terminated.

(d) **Automatic Reinstatement:**

Except for Employees of Employers described in Section 2.10(b)(ii), any Past Service Credit cancelled under this Section 2.10 shall be reinstated upon the payment of any delinquent contributions owed at termination and upon the payment of all withdrawal liability payments required by this Plan.

ARTICLE III

BASIS OF EMPLOYEE PARTICIPATION

SECTION:

3.01 COMMENCEMENT OF PARTICIPATION

An Employee who is engaged in Covered Employment during the Contribution Period shall become a Participant in the Plan on the earliest January 1 or July 1 following completion of a period of 12 consecutive months (as measured from the date the Employee first works an hour in Covered Employment for which contributions are due) during which the Employee completes at least 750 Hours of Service in Covered Employment.

The required hours may also be completed with any hours of work in other than Covered Employment with the same Contributing Employer if that other employment is continuous with the Employee's Covered Employment with that Employer, provided that the Employee is working in Covered Employment on the date the Employee is eligible to become a Participant.

3.02 TERMINATION OF PARTICIPATION

An Employee who completes less than 375 Hours of Service in Covered Employment in any Calendar Year prior to achieving Vested Status shall cease to be a Participant as of the last day of that Calendar Year. In determining whether a Participant has achieved Vested Status, service described in Section 5.02(c) shall be taken into account. Solely for the purpose of determining whether an Employee retains status as a Participant, an Employee shall be deemed to have worked 40 hours in Covered Employment for each week (or fraction thereof) that the Employee is in receipt of workers' compensation.

3.03 REINSTATEMENT OF PARTICIPATION

An Employee who has lost status as a Participant in accordance with Section 3.02 shall again become a Participant by meeting the requirements of Section 3.01 on the basis of service in Covered Employment within a Calendar Year after the Calendar Year during which the Employee's participation terminated. An Employee whose participation is reinstated under this Section 3.03 by virtue of reemployment in Covered Employment shall accrue additional Pension Credit and Years of Vesting Service as of the date of such reemployment, provided such Participant has not attained Vested Status.

3.04 BREAK-IN-SERVICE

Since the Trustees eliminated break-in-service provisions for Employees who earn an Hour of Service on or after January 1, 1990, all periods of Contributory Credit and Years of Vesting Service earned by an Employee prior to achieving Vested Status and who then incurs termination of participation under Section 3.02 shall be aggregated with Contributory Credit and Years of Vesting Service earned by the Employee upon being reinstated as provided for in Section 3.03.

ARTICLE IV
PENSION CREDIT

SECTION:

4.01 PENSION CREDIT

“Pension Credit” is the number of years and months of service for which credit is granted under the Plan. There are two types of Pension Credit:

(a) **Contributory Credit**

Credit granted for employment during the Contribution Period.

(b) **Past Service Credit**

Credit granted for employment before the Contribution Period.

Pension Credit is the sum of Contributory Credit and Past Service Credit subject to the maximum Pension Credit limitations described in Section 6.03. The Plan’s benefit formulas differ between Contributory Credit and Past Service Credit. Other features depend only on total Pension Credit.

4.02 CONTRIBUTORY CREDIT

Contributory Credit for the purpose of accrual of pension benefits shall be granted on the basis of Hours of Service for which a Contributing Employer has an obligation to contribute (prior to October 1, 1979 only for Hours of Service for which an Employer actually paid contributions) under an approved Collective Bargaining Agreement, as follows:

(a) **Contributory Credit for Participants of Legacy and/or Transition Employers**

One year of Contributory Credit shall be granted for each Calendar Year in which a Participant completes 1,800 or more Hours of Service.

If the Participant completes less than 1,800 Hours of Service in a Calendar Year for which a Legacy or Transition Employer has an obligation to contribute, the Participant shall earn Months of Contributory Credit as set forth in Table 1A.

(b) **Contributory Credit for Participants of New Employers**

One year of Contributory Credit shall be granted for each Calendar Year in which a Participant completes 2,000 or more Hours of Service.

If the Participant completes less than 2,000 Hours of Service in a Calendar Year for which a New Employer has an obligation to contribute, the Participant shall earn Months of Contributory Credit as set forth in Table 1C.

(c) Limitation on Contributory Credit in a Calendar Year

Except as provided in paragraph (d) below, a Participant may not be credited with more than one year of Contributory Credit for any Calendar Year in which the Participant earns Hours of Service with both (i) Legacy and/or Transition Employers and (ii) New Employers.

(d) Special Rule for Contributory Credit for Certain Industries

For Hours of Service with a Legacy or Transition Employer worked on and after January 1, 1998 in the Movie or Pipeline Industry or on the Central Artery/Tunnel Project, as those industries and that project have been defined by the Trustees, Contributory Credit for the purpose of accrual of pension benefits shall be granted on the basis of Hours of Service for which a Contributing Employer in the Movie or Pipeline Industry or on the Central Artery/Tunnel Project has an obligation to contribute under an approved Collective Bargaining Agreement as follows:

- (i) If the Participant completes at least 2,230 Hours of Service in a Calendar Year, the Participant shall earn Months of Contributory Credit as set forth in Table 1B.
- (ii) When the Hours of Service earned by an Employee in the Movie or Pipeline Industry or Central Artery/Tunnel Project constitute the majority of the Employee's hours earned in any Calendar Year, they shall be combined with the Employee's Hours of Service earned in any other type of industry in that Calendar Year to determine Contributory Credit under Table 1B.

4.03 PAST SERVICE CREDIT

A Participant employed by an Employer accepted for participation in the Fund shall be entitled to a year of Past Service Credit, as described and limited in Section 4.04, for each Calendar Year of employment with the Employer prior to the Contribution Period and the Participant was employed as the Participant's primary employment (and not as a part-time Employee) at least 135 days in that Calendar Year.

Where evidence of this employment is the number of hours worked in a Calendar Year, eight hours shall be presumed to equal one day of employment. Where evidence of this employment is the amount of wages received in a calendar quarter, the number of hours shall be determined by dividing the amount of the wages received by the hourly rate in the applicable Collective Bargaining Agreement, and the hours shall be converted to days by dividing the total hours by eight.

4.04 AMOUNT OF PAST SERVICE CREDIT LIMITATIONS

- (a) Subject to the provisions in Section 4.03, Past Service Credit shall not be granted unless the Participant was working in Covered Employment as an Employee of the Contributing Employer at the time the Employer commenced participation in the Fund. Past Service Credit only applies for Legacy Employers and Transition Employers, and not for New Employers.
- (b) If a Participant is working for a Contributing Employer whose contributions are first required to be paid after December 31, 1979, the Past Service Credit of that Participant shall be limited to two years of Past Service Credit for each year of Contributory Credit earned under the Plan until the Participant shall have been credited with all years of Past Service Credit to which the Participant is entitled under Section 4.03 above.
- (c) The Trustees may adopt such other rules for granting Past Service Credit as they consider appropriate and consistent, to be applied to Participants of Contributing Employers accepted for participation in accordance with Article II.

4.05 PAST SERVICE CREDIT FOR FIRST YEAR OF CONTRIBUTION PERIOD

As contributions for the first year of the Contribution Period may commence during a Calendar Year rather than at the beginning of a Calendar Year, the Participant will be granted months of Past Service Credit if the Participant worked sufficient hours during the Calendar Year (both before and during the Contribution Period) so that the Participant would have been granted a year of Past Service Credit for this Calendar Year had the Participant's Employer joined the Fund in a later year. The Participant will be credited with Past Service Credit equal to 12 months less the number of months of Contributory Credit actually earned that Calendar Year.

4.06 PENSION CREDIT FOR MILITARY SERVICE

Service in the armed forces of the United States shall be credited to the extent required by federal law. To protect a Participant's rights, a Participant who leaves Covered Employment to enter such military service must resume Covered Employment within the time prescribed by law. Furthermore, the Participant must make the claim for credit for military service by bringing such service to the attention of Trustees and supply such evidence of military service as the Trustees shall require in order to determine the Participant's rights. Any Pension Credit shall be considered Contributory Credit only if the Participant had accumulated Contributory Credit prior to entering the armed forces. Military service also includes service in Armed Forces Reserves, Army National Guard and Air National Guard while engaged in active- and inactive-duty training and full-time National Guard duty.

In the event that an Employer commences participation in the Fund while the Participant is serving in the military service, the period of the Employer's participation during the Participant's military service shall be credited to the Participant, provided the Participant

satisfies the reemployment provisions of this Section 4.06 and was an Employee at the time of the Participant's induction into military service.

Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to military service will be provided in accordance with Section 414(u) of the Code.

In the case of a Participant who dies while performing qualified military service as defined in Code Section 414(u)(5), the Participant's survivors shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided by the Plan had the Participant resumed employment with the Employer on the day before death and then terminated employment on account of death.

A Participant who would otherwise qualify for reemployment rights under applicable federal law but who is not timely reemployed (or is not available for reemployment) within the time limits established by applicable federal law due to the Participant's death or total and permanent disability (as defined in Section 7.02) while in military service shall be treated as having been reemployed on the day preceding the date of death or total and permanent disability and then having terminated employment on the date of death or total and permanent disability for granting service for all purposes under the Plan, including eligibility, vesting and benefit accruals, to the maximum extent permitted by federal law.

4.07 LIMITATION OF PENSION CREDIT

No Pension Credit shall be granted to any person who does not satisfy the definition of an "Employee."

ARTICLE V
VESTING SERVICE

SECTION:

5.01 VESTED STATUS

ERISA requires that vested benefits, as defined in the Plan, be nonforfeitable.

(a) Vested Status Defined for Participants of Legacy and Transition Employers

A Participant has attained Vested Status if the Participant:

- (i) Is a Participant when Normal Retirement Age is attained, or
- (ii) Has accumulated at least five years of Vesting Service or five years of Contributory Credit.

(b) Vested Status Defined for Participants of New Employers

A Participant has attained Vested Status if the Participant:

- (i) Is a Participant when Normal Retirement Age is attained, or
- (ii) Has accumulated at least three years of Vesting Service or three years of Contributory Credit.

5.02 YEARS OF VESTING SERVICE

(a) General Rule for Participants of Legacy and Transition Employers

A Participant shall be credited with one year of Vesting Service for each Calendar Year during the Contribution Period in which the Participant completes at least 750 Hours of Service in Covered Employment.

(b) General Rule for Participants of New Employers

A Participant shall be credited with one year of Vesting Service for each Calendar Year during the Contribution Period in which the Participant completes at least 1,000 Hours of Service in Covered Employment.

(c) Hours in Non-Covered Classification

If a Participant works for an Employer required to make contributions to the Fund in a classification not covered by the Plan, and such employment is continuous with the Participant's employment with that Employer in Covered Employment (either

immediately prior to or immediately following the Participant's period of service in Covered Employment), the Participant's Hours of Service in such non-covered classification during the period for which contributions are required shall be counted toward a year of Vesting Service. If the Participant completes a year of Vesting Service but less than 375 Hours of Service in Covered Employment for which contributions are payable to the Fund, the Participant shall be credited with a prorated portion of a full year of Pension Credit in the ratio of hours of such service in Covered Employment to 2,000 hours.

A Participant shall be credited with one year of Vesting Service for each Calendar Year during the Contribution Period in which the Participant completes at least 750 Hours of Service in Covered Employment for a Legacy or Transition Employer or 1,000 Hours of Service for a New Employer.

ARTICLE VI
PENSION ELIGIBILITY & AMOUNTS

SECTION:

6.01 ACCRUAL AND ACCRUED BENEFIT FOR PARTICIPANTS OF LEGACY AND TRANSITION EMPLOYERS

Pension benefits under the Plan are generally based on the Participant's Accrued Benefit, which is the sum of the Participant's Contributory Service Accrual and the Participant's Past Service Accrual, if any.

(a) Accumulation of Accrual

(i) *Contributory Service Accrual*

For each Calendar Year in which the Participant earns Contributory Credit under Section 4.02(a), the Participant shall earn a Contributory Service Accrual which shall be added to the Participant's prior Accrued Benefit. The Contributory Service Accrual for each year is determined by the hourly Contribution Rates set forth in the Collective Bargaining Agreement under which the Participant is working. The Contributory Service Accrual for each year after July 31, 2005 will be the Participant's Frozen Accrual, as described below.

Effective July 31, 2005, a Participant's Contributory Service Accrual for each year is equal to the Participant's Frozen Accrual determined by the hourly Contribution Rate in effect on July 31, 2005 set forth in the Collective Bargaining Agreement under which the Participant was then working or a Participant in the same job classification was then working as shown in Table 2C. Collective Bargaining Agreements adopted, renewed or extended after July 31, 2005 must conform to the applicable Maintenance of Benefits Requirements to maintain the Frozen Accrual as described above.

In the event that a Collective Bargaining Agreement in effect on July 31, 2005 or adopted, renewed or extended subsequent to July 31, 2005 provides for Contribution Rates in excess of the applicable Maintenance of Benefits Requirements, an excess accrual may be permanently added to a Participant's Frozen Accrual. An excess accrual may be granted by the Trustees, in the sole and exclusive discretion, in consultation with the Plan's Actuary.

In the event that a Collective Bargaining Agreement does not conform to the applicable Maintenance of Benefits Requirements, the amount of Frozen

Accrual will be reduced under terms set forth in the applicable Rehabilitation Plan.

(ii) *Past Service Accrual*

For each Calendar Year in which the Participant earns Past Service Credit under Section 4.03, the Participant shall earn a “Past Service Accrual” that will be added to the Participant’s prior Accrued Benefit, subject to the maximum Pension Credit limitation described in Section 6.03. The Past Service Accrual for each year is determined by the hourly Contribution Rates set forth in the first Collective Bargaining Agreement requiring contributions to the Fund under which the Participant was working.

6.02 ACCRUAL AND ACCRUED BENEFIT FOR PARTICIPANTS OF NEW EMPLOYERS

Pension benefits under the Plan are generally based on the Participant’s Accrued Benefit, which is the accumulation of the Participant’s Contributory Service Accruals.

(a) **Accumulation of Accrual**

(i) *Contributory Service Accrual*

For each Calendar Year in which the Participant earns Contributory Credit under Section 4.02(b), the Participant shall earn a Contributory Service Accrual which shall be added to the Participant’s prior Accrued Benefit. The Contributory Service Accrual for each year is determined by the hourly Contribution Rates set forth in the Collective Bargaining Agreement under which the Participant is working.

6.03 MAXIMUM PENSION CREDIT

If a Participant earns more than 25 years of Pension Credit, the Participant’s Accrued Benefit shall be based on the Participant’s 25 highest-valued years of Pension Credit. Notwithstanding the above, once a Participant has earned an Accrued Benefit which recognizes 25 years of Pension Credit, the Participant shall accumulate an additional amount of Accrued Benefit which recognizes more years of Pension Credit by subsequently earning additional years of Pension Credit at or above the minimum Contribution Rate for Pension Credit in specified Calendar Years required for each additional year of recognized Pension Credit according to the table below. The maximum years of recognized Pension Credit is 33 years for Participants of Employers whose Contribution Rate was at least \$3.76 for the 2001 Calendar Year.

Maximum Years of Recognized Pension Credit	Contributions Paid During a Calendar Year Must Be at a Contribution Rate Greater Than or Equal to	Earliest Calendar Year in Which Hours of Service Must Be Earned
26	\$2.66	1994
27	2.86	1995
28	3.11	1996
29	3.46	1997
30	3.46	1998
31	3.46	1999
32	3.76	2000
33	3.76	2001

A Participant's recognized Pension Credit shall continue to increase if the Participant subsequently earns additional years of Pension Credit at or above the minimum Contribution Rate for Pension Credit, until the Participant reaches the maximum of 33 years of recognized Pension Credit. The Participant's Accrued Benefit shall be based on the Participant's highest-valued years of recognized Pension Credit in accordance with the table above.

If a Participant's Contributions are paid under the terms of more than one Collective Bargaining Agreement, those Contributions will be treated as being paid under the terms of one Collective Bargaining Agreement, as long as the Collective Bargaining Agreements are designated by the Fund Office as "Like Contracts." For this purpose, "Like Contracts" are two or more Collective Bargaining Agreements signed by different Contributing Employers that provide for substantially the same Contribution Rates or progression of Contribution Rates during the Calendar Year. If such Collective Bargaining Agreements are not deemed to be "Like Contracts," Contributions must be received at the rates specified in the table above on at least 600 Hours of Service.

6.04 CONTRIBUTORY SERVICE ACCRUAL AND ACCRUED BENEFIT

For Participants of Legacy and Transition Employers, Tables 2A, 2B and 2C set forth the monthly annual Contributory Service Accrual benefit amounts for each approved hourly Contribution Rate with respect to each year of Contributory Credit. Table 2A is applicable for Contributory Service Accrual for Contributory Credit earned through December 31, 1986. Table 2B is applicable for Contributory Service Accrual for Pension Credit earned between January 1, 1987 and July 31, 2005. Table 2C is applicable for Frozen Accrual Value for Pension Credit earned after July 31, 2005. The Trustees may from time to time establish annual Contributory Service Accrual benefit amounts for additional Contribution Rates when such rates are provided for in Collective Bargaining Agreements.

For Participants of New Employers, the Trustees will establish annual Contributory Service Accrual benefit amounts for each New Employer based on the Contribution Rates in their Collective Bargaining Agreements. Such Contributory Service Accruals will be set at a

level to maintain the actuarial soundness of the Fund after review of the Contributing Employer's workforce demographics, industry and other relevant factors.

If a Participant earns less than 12 months of Contributory Credit as determined under Section 4.02(a) and/or 4.02(b), fractional Contributory Service Accrual is granted by multiplying the applicable monthly Contributory Service Accrual benefit amount by the ratio of the months of Contributory Credit to 12. If a Participant earns more than 12 months of Contributory Credit as determined under Section 4.02(d), full and fractional Contributory Service Accrual is granted by multiplying the applicable monthly Contributory Service Accrual benefit amount by the ratio of the months of Contributory Credit to 12. If contributions are received at rates other than those approved Contribution Rates shown in Table 2A, 2B or 2C, Contributory Service Accrual shall be granted as if the Contributions were actually made at the next-lower approved Contribution Rate.

(a) For Pension Credit Earned After 1986

The Contributory Service Accrual benefit amount earned for each Calendar Year after 1986 is based on the method below which provides the largest Contributory Service Accrual:

- (i) The Contributory Service Accrual shall be that benefit applicable to the highest approved hourly Contribution Rate contributed on a Participant's behalf for that Calendar Year according to a Collective Bargaining Agreement (if applicable) for service in Covered Employment, provided that the Participant works at least 600 hours at that rate.
- (ii) If the Participant works less than 600 hours at the Participant's highest approved hourly Contribution Rate for the Calendar Year, such hours shall be added to the hours at the Participant's next-highest approved hourly Contribution Rate and tested against the 600-hour requirement. The Contributory Service Accrual earned shall be that amount from Table 2B which corresponds with the lowest approved hourly Contribution Rate included in this 600-hour test.
- (iii) The Contributory Service Accrual shall be equal to that amount from Table 2B which corresponds to the average approved hourly Contribution Rate (total contributions divided by total hours, with both numerator and denominator calculated using only the highest-paid 1,800 hours of Contributions if more than 1,800 hours of Contributions are received) made on the Participant's behalf for service in Covered Employment for that Calendar Year. Notwithstanding the above, for Calendar Year 1987 the Contributory Service Accrual will be determined only under this paragraph (iii).

The Contributory Service Accrual and the Participant's Accrued Benefit will be independently calculated based on Contributory Service with (A) Legacy and Transition Employers and (B) New Employers and will not be combined.

(b) **For Pension Credit Earned Prior to 1987**

The Contributory Service Accrual for each year of Pension Credit earned by a Participant for service prior to 1987 shall be that amount from Table 2A which corresponds to the Pre-1987 Approved Contribution Rate assigned to the Participant as of December 31, 1986.

6.05 PAST SERVICE ACCRUAL CALCULATION

A Participant's "Past Service Accrual" for Past Service Credit, if granted while working for Contributing Employers first required to contribute prior to 2007, shall be determined under Section 6.01(a)(ii) and this Section 6.05.

A Participant's Past Service Accrual for each year of Past Service Credit shall be the benefit multiplier of 17.71 times the average hourly Contribution Rate contained in that Contributing Employer's first Collective Bargaining Agreement requiring contributions to the Fund, subject to a minimum monthly benefit of \$19.00 and a maximum monthly benefit of \$37.00 per year of Past Service Credit.

6.06 REGULAR PENSION

(a) **For Accrued Benefits Based on Contributory Credit with Legacy and/or Transition Employers**

(i) ***Eligibility***

A Participant may retire on a Regular Pension under this Section 6.06(a) if the Participant:

- (A) makes timely Pension Application for a benefit as required by Article X;
- (B) has attained Vested Status under Section 5.01; and
- (C) has attained age 64.

(ii) ***Amount of Benefit***

The monthly amount of Regular Pension is the Participant's Accrued Benefit determined under Section 6.01 above.

(b) **For Accrued Benefits Based on Contributory Credit with New Employers**

(i) ***Eligibility***

A Participant may retire on a Regular Pension under this Section 6.06(b) if the Participant:

- (A) makes timely Pension Application for a benefit as required by Article X;
- (B) has attained Vested Status under Section 5.01; and
- (C) has attained age 65.

(ii) ***Amount of Benefit***

The monthly amount of Regular Pension is the Participant's Accrued Benefit determined under Section 6.02 above.

6.07 EARLY RETIREMENT PENSION

(a) **Eligibility**

A Participant may retire on an Early Retirement Pension if the Participant:

- (i) makes timely Pension Application for a benefit as required by Article X;
- (ii) has at least 15 years of Pension Credit accrued under Article IV;
- (iii) has attained age 55;
- (iv) is not an Inactive Vested Participant at the Participant's Effective Date; and
- (v) works under Collective Bargaining Agreements that conform to the Maintenance of Benefits Requirements or for Employers conforming to the Maintenance of Benefits Requirements.

(b) **Amount of Benefit**

- (i) For Participants who satisfy the eligibility conditions of paragraph (a) above, the monthly amount of Early Retirement Pension is the Participant's Accrued Benefit determined under Section 6.01 above multiplied by the applicable percentage in column (I) (Early Retirement Pension) of Table 3A, based on the Participant's age at benefit commencement.
- (ii) For Participants who satisfy the eligibility conditions of paragraph (a) above, the monthly amount of Early Retirement Pension is the Participant's Accrued Benefit determined under Section 6.02 above multiplied by the Early Retirement Pension Reduction Percentage from Table 3B based on the Participant's age at benefit commencement.

6.08 THIRTY-YEAR FULL-SERVICE PENSION

(a) **Eligibility**

A Participant may retire on a Thirty-Year Full-Service Pension at any age if the Participant:

- (i) makes timely Pension Application for a benefit as required by Article X;
- (ii) has at least 30 years of Contributory Credit accrued under Section 4.02(a) while working for a Legacy or Transition Employer;
- (iii) has attained age 57;
- (iv) is not an Inactive Vested Participant at the Participant's Effective Date; and
- (v) works under Collective Bargaining Agreements that conform to the Maintenance of Benefits Requirements or for Employers conforming to the Maintenance of Benefits Requirements.

(b) Amount of Benefit

For Participants who have at least 30 years of Contributory Credit, the monthly amount of the Thirty-Year Full-Service Pension is the Participant's Accrued Benefit multiplied by the applicable percentage in column (II) (30 Year Full Service Pension) of Table 3A, based on the Participant's age at benefit commencement.

6.09 ADJUSTMENT FOR LATE RETIREMENT

If any Participant defers retirement beyond the Participant's Normal Retirement Age, the Participant's Accrued Benefit shall be increased by the Participant's Accrued Benefit payable at the Participant's Normal Retirement Age increased by 10½% for each year or fraction thereof such payments are deferred past the Participant's Normal Retirement Age.

If a Participant engages in Disqualifying Employment, as described in Sections 1.23 and 1.24, subsequent to the Participant's Normal Retirement Age without resuming Covered Employment, the adjustments to the Participant's Accrued Benefit payable at Normal Retirement Age described in this Section 6.09 shall only apply to the number of months during which the Participant worked at least one hour in Covered Employment during the Participant's total number of months of retirement deferral.

6.10 AGE 60 SOCIAL SECURITY SUPPLEMENT

As an incentive for Participants to remain in Covered Employment until at least age 60, a Social Security Supplement will be paid to eligible Participants, as set forth below, for so long as the Trustees, in their sole and exclusive discretion, believe the Social Security Supplement serves the best interests of the Participants and the Fund.

(a) Eligibility

A Participant is eligible to receive a Social Security Supplement under this Section 6.10 if the Participant:

- (i) makes timely Pension Application for a benefit as required by Article X;
- (ii) has at least 30 years of Contributory Credit accrued under Section 4.02(a) by the Participant's 60th birthday while working for a Legacy or Transition Employer;
- (iii) has attained age 60 but not age 62;
- (iv) has not elected a Disability Pension under Article VII;
- (v) was not an Inactive Vested Participant at the Participant's Effective Date; and
- (vi) worked under Collective Bargaining Agreements that conform to the Maintenance of Benefits Requirements or for Employers conforming to the Maintenance of Benefits Requirements.

(b) Amount of Benefit

The monthly amount of the Social Security Supplement payable under this Section 6.10 is \$1,000 per month. This Social Security Supplement will be paid in addition to the applicable pension paid to the Participant under this Article VI. In the event that the monthly amount that would be due the Participant from the Social Security Administration at age 62 is less than \$1,000 per month, the monthly amount of the Social Security Supplement payable under this Section 6.10 will be reduced in accordance with applicable regulations. The Participant may be required to supply evidence of eligibility for Social Security benefits.

(i) Term of Benefit

The Social Security Supplement payable under this Section 6.10 will be paid from the Effective Date of the Participant's pension until the first of the month in which the Participant attains age 62. In no event will the Social Security Supplement payable under this Section 6.10 be paid for more than 24 months.

(ii) No Death Benefit

In the event that the Participant dies before the term of the Participant's Social Security Supplement ends, the Social Security Supplement payable under this Section 6.10 will cease upon the Participant's death.

6.11 AGE 62 SOCIAL SECURITY SUPPLEMENT

As an incentive for Participants to remain in Covered Employment until at least age 62, a temporary Social Security Supplement will be paid to eligible Participants, as set forth below, for so long as the Trustees, in their sole and exclusive discretion, believe the Social Security Supplement serves the best interests of the Participants and the Fund.

(a) **Eligibility**

A Participant is eligible to receive a Social Security Supplement under this Section 6.11 if the Participant:

- (i) makes timely Pension Application for a benefit as required by Article X;
- (ii) has at least 30 years of Contributory Credit accrued under Section 4.02(a) while working for a Legacy or Transition Employer;
- (iii) has attained age 62, but has not attained Normal Retirement Age;
- (iv) earned at least one Hour of Service in each of the 12 months preceding the Participant's Effective Date or earned at least 1,800 Hours of Service during the 12 months preceding the Participant's Effective Date;
- (v) has not elected a Disability Pension under Article VII;
- (vi) was not an Inactive Vested Participant at the Participant's Effective Date;
- (vii) worked under Collective Bargaining Agreements or for Employers conforming to the Maintenance of Benefits Requirements and Section 6.11(a)(x) below, if applicable;
- (viii) has a five-year average hourly Contribution Rate of at least \$5.00 at the time of the Participant's Pension Application on September 30, 2010; the required five-year average hourly Contribution Rate will increase by 10% for each Calendar Year after 2010;
- (ix) Participants working for a Legacy Employer, as defined in Section 2.04(a), will meet the average hourly Contribution Rate requirement of paragraph (viii) above in Calendar Years after 2018, if the Participant satisfies the average hourly Contribution Rate requirement of paragraph (viii) above on December 31, 2018; and
- (x) Participants working for Transition Employers, as defined in Section 2.04(b), a Participant of such an Employer who has satisfied the eligibility requirements for an Age 62 Social Security Supplement as provided herein, may continue to work and earn additional credit at lower hourly Contribution Rates provided the Participant's Contributory Service Accrual for the post-transition period is equal to or greater than Contributory Service Accrual for that Participant at its Employer's transition date.

(b) **Amount of Benefit**

The monthly amount of the Social Security Supplement payable under this Section 6.11 is \$1,000 per month. This Social Security Supplement will be paid in addition to the applicable pension paid to the Participant under this Article VI. In the event

that the monthly amount that would be due the Participant from the Social Security Administration at Social Security Normal Retirement Age is less than \$1,000 per month, the monthly amount of the Social Security Supplement payable under this Section 6.11 will be reduced in accordance with applicable regulations. The Participant may be required to supply evidence of eligibility for Social Security benefits.

(c) Term of Benefit

The Social Security Supplement payable under this Section 6.11 will be paid from the Effective Date of the Participant's pension until the first of the month preceding the month in which the Participant attains the Participant's Social Security Normal Retirement Age. However, in no event will the Social Security Supplement payable under this Section 6.11 be paid for more than 36 months.

(d) No Death Benefit

In the event that the Participant dies before the term of the Participant's Social Security Supplement ends, the Social Security Supplement payable under this Section 6.11 will cease upon the Participant's death.

6.12 BENEFITS AFTER A SUBSTANTIAL INTERRUPTION IN SERVICE

If a Participant does not earn two months of Contributory Credit in a Calendar Year, whether or not the Participant had the achieved Vested Status, and if the Participant fails to earn 18 months of Contributory Credit during the next five consecutive Calendar Years, upon resuming Covered Employment the Participant's benefits shall be determined as the sum of (a) and (b) below, recognizing in such sum, however, no more than the maximum years of recognized Pension Credit under Section 6.03.

- (a)** The Participant's Accrued Benefit earned as of the end of the first Calendar Year in which the Participant did not earn two months of Contributory Credit, if such benefit has not been forfeited following a complete break-in-service.
- (b)** The Participant's Accrued Benefit earned during subsequent Covered Employment, determined without recognizing the Participant's prior years of Pension Credit.

Once a Participant has earned five years of Contributory Credit subsequent to the year in which the Participant did not earn two months of Contributory Credit, the Participant's benefit shall be redetermined as if it were earned during a single continuous period of Covered Employment.

6.13 CANCELLATION AND REDUCTION

Any nonforfeitable benefits earned by a Participant who has achieved Vested Status may be reduced by amendments made within the limitations of the Code. They are further subject to cancellation as described in Section 2.10 if the Contributing Employer upon whose service these benefits were earned ceases to contribute to the Fund.

6.14 SPECIAL CONDITIONS AND BENEFITS

Where the Trustees have exercised their rights under Section 2.06 and imposed special conditions for the initial or continued participation of any Contributing Employer, including imposition of special requirements for months of Contributory Credit before the commencement of benefits for Pensioners and/or the granting of a lower scale of benefits or the use of any other method for determining Pension Credits, all to preserve the actuarial soundness of the Fund, such special conditions shall apply to the Employees of such Contributing Employer only and these Employees shall not be eligible for the benefits provided in this Article VI which may be greater than the benefits set forth in such special conditions for initial or continued participation.

6.15 COMBINATION OF MONTHLY PENSION AMOUNTS

For Participants with Accrued Benefits under both Sections 6.01 or 6.02 and 6.03, the pension benefits payable under the Plan will be combined into a single monthly payment.

6.16 ROUNDING OF MONTHLY PENSION AMOUNT

If the monthly pension benefit is not a whole dollar amount, it shall be rounded to the next-higher dollar amount.

ARTICLE VII

DISABILITY

SECTION:

7.01 DISABILITY PENSION

(a) Eligibility

A Participant may retire on a Disability Pension, regardless of age, if the Participant becomes totally and permanently disabled, as hereinafter defined, when Actively Engaged in Covered Employment, and the Participant meets all of these requirements:

- (i) makes timely Pension Application for a benefit as required by Article X;
- (ii) has at least 10 years of Pension Credit accrued under Section 4.02(a) while working for a Legacy or Transition Employer;
- (iii) has never been in receipt of any pension benefit described in Article VI;
- (iv) is not an Inactive Vested Participant at the Participant's Effective Date; and
- (v) works under Collective Bargaining Agreements that conform to the Maintenance of Benefits Requirements or for Employers conforming to the Maintenance of Benefits Requirements

(b) Amount

The monthly amount of the Disability Pension shall be the Participant's Accrued Benefit determined under Section 6.01 multiplied by the applicable percentage in column (III) (Early Disability Pension) of Table 3A, based on the Participant's age as of the date that the Disability Pension commences. This Disability Pension will be paid in accordance with the Participant's elections made under Article VIII.

7.02 TOTAL AND PERMANENT DISABILITY DEFINED

- (a) A Participant shall be considered totally and permanently disabled within the meaning of Section 7.01 and for the purposes of this Article VII if (i) the Participant is in receipt of a Certificate of Social Insurance Award from the Social Security Administration entitling the Participant to disability benefits payable under Title II of the Social Security Act; and (ii) the Social Security Award demonstrates that the Participant has been totally and permanently disabled for at least six months prior to the date the Participant applies for a Disability Pension from the Fund.

- (b) In some cases, the Fund may require a Participant to submit to an examination by an independent physician for confirmation of the Participant's total and permanent disability. Additionally, in some cases a Participant receiving a Disability Pension from the Fund may be required to submit proof of the Participant's continuing total and permanent disability in order to continue the Participant's eligibility for the Disability Pension described in this Article VII.
- (c) Notwithstanding the above, if a Participant's eligibility for a Disability Pension is conditioned on any determination of disability by the Trustees that is not solely based on an independent finding of disability by a third party such as the Social Security Administration or a physician, the Plan's procedures with respect to such claim for a Disability Pension will comply with the provisions of Section 2560.503-1 of the Department of Labor Regulations applicable to claims for disability benefits.

7.03 COMMENCEMENT AND TERMINATION OF DISABILITY PENSION

(a) Commencement

The monthly payment of a Disability Pension shall commence the first of the month following six months of total and permanent disability and shall continue thereafter so long as the Pensioner remains totally and permanently disabled as herein defined.

(b) Termination

The Disability Pension payable under this Article VII shall cease if the Participant (i) returns to Covered Employment except as permitted under the Certificate of Social Insurance Award from the Social Security Administration, (ii) engages in Disqualifying Employment in accordance with the suspension of benefits rules of Article XI except as permitted under the Certificate of Social Insurance Award from the Social Security Administration or (iii) the Participant's Certificate of Social Insurance Award is revoked by the Social Security Administration.

(c) Recovery from Total and Permanent Disability

If a Participant receiving a Disability Pension ceases to be totally and permanently disabled or the Certificate of Social Insurance Award from the Social Security Administration received by the Pensioner is modified or revoked by the Social Security Administration, the Pensioner must notify the Trustees as soon as practicable. If a Participant recovers from the disability prior to the Participant's Normal Retirement Age, and the Participant was eligible to apply for any pension under Article VI, such Participant may elect to begin the Participant's Early Retirement Pension as adjusted by the applicable percentage in column (I) (Early Retirement Pension) of Table 3A, based on the Participant's age at benefit commencement. Such Early Retirement Pension shall not be reduced by the value of the Disability Pension that the Participant received.

7.04 RESTRICTION ON EMPLOYMENT BY A PARTICIPANT RECEIVING A DISABILITY PENSION

The restrictions below shall apply to a Participant receiving a Disability Pension who is under Normal Retirement Age.

- (a) If a disabled Participant who is eligible for and receiving a Disability Pension engages in substantial gainful activity, the Trustees shall suspend any further payments of the Disability Pension so long as the Participant is so engaged. In determining whether work activity constitutes “substantial gainful activity,” the Trustees shall be entitled to rely on guidelines issued by the Social Security Administration, to determine whether work activity constitutes “substantial gainful activity” when those guidelines, based upon the age of the recipient, permit greater de minimis monthly earnings.

The Trustees may authorize a 12-month period of suspension for rehabilitation purposes. If the Pensioner is unable to continue in substantial gainful employment after the 12-month period, the Participant’s Disability Pension shall again become payable without any medical reevaluation. If the Participant is able to continue employment beyond the 12-month period, the Participant’s Disability Pension shall be terminated.

- (b) If a disabled Participant eligible for and receiving a Disability Pension appears to have recovered from disability, the Trustees may continue Disability Pension payments for up to six months in which period the disabled Participant shall be given the opportunity to furnish additional information of a medical nature as evidence that the disability in fact continues from which there has been no recovery. The Disability Pension payments shall terminate unless the Trustees shall, on the basis of the medical evidence, determine that the Participant continues to be totally and permanently disabled as defined in Section 7.02.
- (c) A Participant receiving a Disability Pension may be required from time to time upon request to submit to the Fund a copy of the Participant’s current income tax return or, if no tax return has been filed, to submit a signed affidavit to that effect. Failure to respond to such a request from the Trustees could delay payment of the monthly pension to which the Participant may otherwise be entitled.

7.05 BENEFITS PAYABLE UPON DEATH

- (a) **Disability Pension Has Commenced**

If a Participant who is receiving a Disability Pension described in Section 7.01 dies, a survivor benefit will be paid to the Participant’s surviving Spouse only if a Joint and Survivor Pension was elected at the time of the Participant’s submission of a Pension Application for a pension. Any survivor benefit payable to the surviving Spouse will be in accordance with the Joint and Survivor Pension chosen.

(b) Disability Pension Has Not Commenced

The following surviving Spouse and Single-Payment Death Benefits shall be paid on behalf of a Participant who qualifies for a Disability Pension described in Section 7.01 and who dies before payments begin under Section 7.03(a) or 10.01. The surviving Spouse and Single-Payment Death Benefits paid under this Section 7.05(b) will commence the first day of the month following the date of death of the Participant. Such surviving Spouse and Single-Payment Death Benefits shall be paid without regard to any pending Pension Application for benefits or elections thereon.

- (i) If the Participant has a Spouse, a Surviving Spouse Annuity will be payable. The monthly benefit shall be in an amount equal to the pension benefit the Participant would have been entitled to at the time of the Participant's death based upon age and Pension Credits determined under this Article VII and calculated as the 100% Joint and Survivor Pension with the standard 25% reduction factor.
- (ii) If the Participant does not have a Spouse, a monthly benefit shall be paid to the Participant's designated Beneficiary for 36 months. The monthly benefit shall be in an amount equal to the pension benefit the Participant would have been entitled to at the time of the Participant's death based upon age and Pension Credits determined under this Article VII less a 25% reduction factor.
- (iii) The Single-Payment Death Benefit described in Section 9.01 shall be payable to the Participant's designated Beneficiary.

ARTICLE VIII

PENSION PAYMENT FORMS, TYPES AND OPTIONS

SECTION:

8.01 NORMAL FORM OF PENSION

- (a) For Participant's Accrued Benefit determined under Section 6.01, the form of a Participant's Pension shall be as follows:

- (i) If the Participant is not married on the Participant's pension Effective Date, the Participant's pension shall be paid in the form of a Single-Life Annuity.

Under this form of benefit the Pensioner shall receive a monthly income in an amount as determined under Article VI, ending with the payment for the month of the Participant's death.

- (ii) If the Participant is married on the Participant's pension Effective Date, the Participant's pension shall be paid in the form of a Joint and Survivor Pension. If the Participant has not been married for at least one year on the Participant's pension Effective Date, the Participant's pension shall be paid as a Single-Life Annuity in accordance with paragraph (i) above. Subsequent to the first anniversary of the marriage, the Participant's pension shall be paid as a Joint and Survivor Pension in accordance with this paragraph (ii).

Under this form the Pensioner shall receive a reduced monthly pension payable for the Participant's lifetime with 50%, 75% or 100% of the Participant's reduced benefit, as elected by the Pensioner prior to the Effective Date of the Participant's pension, continuing thereafter to the Participant's surviving Qualified Spouse, ending with the payment for the month of the Qualified Spouse's death. The monthly amount of the Pensioner's reduced pension is equal to the percentage of the Participant's unreduced Single-Life Annuity shown in Table 4. The monthly amount of the Participant's pension, once it becomes payable, shall not be increased if the Qualified Spouse predeceases the Pensioner. If no election is made, a 50% Joint and Survivor Pension shall be automatically provided.

- (b) For Participant's Accrued Benefit determined under Section 6.02, the form of a Participant's Pension shall be as follows:

- (i) If the Participant is not married on the Participant's pension Effective Date, the Participant's pension shall be paid in the form of a Single-Life Annuity.

Under this form of benefit the Pensioner shall receive a monthly income in an amount as determined under Article VI, ending with the payment for the month of the Participant's death.

- (ii) If the Participant is married on the Participant's pension Effective Date, the Participant's pension shall be paid in the form of a Joint and Survivor Pension with Pop-Up. If the Participant has not been married for at least one year on the Participant's pension Effective Date, the Participant's pension shall be paid as a Single-Life Annuity in accordance with paragraph (i) above. Subsequent to the first anniversary of the marriage, the Participant's pension shall be paid as a Joint and Survivor Pension with Pop-Up in accordance with this paragraph (ii).

Under this form the Pensioner shall receive a reduced monthly pension payable for the Participant's lifetime with 50% or 100% of the Participant's reduced benefit, as elected by the Pensioner prior to the Effective Date of the Participant's pension, continuing thereafter to the Participant's surviving Qualified Spouse, ending with the payment for the month of the Qualified Spouse's death. Should the Participant's Qualified Spouse predecease the Participant, the amount of the Participant's monthly payment will "pop up" to the full amount of the Participant's unreduced Single-Life Annuity and continue at that level, ending with the payment for the month of the Participant's death. The monthly amount of the Pensioner's reduced pension is equal to the percentage of the Participant's unreduced Single-Life Annuity based on the Actuarial Equivalent. If no election is made, a 100% Joint and Survivor Pension with Pop-Up shall be automatically provided.

(c) Relative Value Notice

Within 30 to 180 days prior to the Participant's pension Effective Date, the Fund will provide the Participant with a generic notice of relative value, as described in Treasury Regulations § 1.417(a)(3)-1(d). At the Participant's option, the Participant may request from the Fund relative-value calculations specific to the Participant's individual circumstances.

8.02 TYPES OF PENSIONS

For pension benefits payable in accordance with Section 8.01(a) above, the Participant may elect the types of pensions described in Sections 8.02(a) and (b) below, as well as the benefit option described in Section 8.03 below.

(a) Joint and Survivor Pension with "Pop-Up"

Under this type, the Pensioner shall receive a reduced monthly pension payable as long as the Participant and the Participant's Qualified Spouse both survive, with the designated percentage of the Participant's reduced benefit, as elected by the Pensioner prior to the Participant's pension Effective Date, continuing after the

Participant's death to the Participant's surviving Qualified Spouse, ending with the payment for the month of the Qualified Spouse's death. Should the Participant's Qualified Spouse predecease the Participant, the amount of the Participant's monthly payment will "pop-up" to the full amount of the Participant's unreduced Single-Life Annuity and continue at that level, ending with the payment for the month of the Participant's death. Such "pop-up" adjustment to the amount of monthly payment will be effective on the first of the month following the date of death of the Qualified Spouse. The monthly amount of the Pensioner's reduced pension is equal to the percentage of the Participant's unreduced Single-Life Annuity shown in Table 4.

If a Pensioner elects the Joint and Survivor Pension with Pop-Up as described in this Section 8.02(a) and the Participant's Qualified Spouse predeceases the Participant, the Participant's monthly pension will be adjusted as described above. If such Pensioner later remarries, the Participant may elect again a Joint and Survivor Pension with Pop-Up naming a subsequent Qualified Spouse. Such election must be made within 12 months of the Participant's date of remarriage and will be effective following the first anniversary of the Participant's date of remarriage. If the Pensioner dies before the first anniversary of the Participant's date of remarriage, no benefits will be paid to the Qualified Spouse.

(b) 120 Certain Payments Pension

- (i) Under this type, the Pensioner shall receive a reduced monthly pension equal to 90% of the Single-Life Annuity, payable for the Participant's lifetime, with the guarantee that if the Participant dies before the Participant has received 120 monthly pension payments, the Participant's monthly pension shall continue to be paid to the Participant's designated Beneficiary until a total of 120 payments has been made, including the payments to both the Pensioner and the Participant's Beneficiary. At the option of the Beneficiary, these remaining payments may be commuted and paid as a lump sum.
- (ii) If this type is elected and no Beneficiary is named, or if the last-named Beneficiary has predeceased the Pensioner, the estate of the Pensioner shall be deemed to be the Beneficiary. If the last-named Beneficiary dies after the Pensioner and such Beneficiary has received at least one pension payment, then the commuted value of the remaining payments shall be paid to the estate of such Beneficiary.

8.03 CHRISTMAS BENEFIT OPTION

- (a) This option may be elected in combination with any one of the other benefit forms. Under this option the retired Participant shall receive a reduced monthly benefit which is 93% of the benefit that would have otherwise been payable to the Participant under the benefit form the Participant has elected. The Fund shall pay to the Participant each December 1 an extra monthly payment (or Christmas

Benefit) provided the retired Participant is alive on that date. If elected in combination with any benefit form other than the Single-Life Annuity, the reduction for this option shall be applied last.

- (b) After the first year, the amount of the Christmas Benefit shall be identical to the retired Participant's regular monthly payment. On the first December of retirement the Christmas Benefit shall equal the Participant's regular monthly payment times the number of regular monthly payments due that Calendar Year divided by 12.
- (c) If the Christmas Benefit is elected in combination with the Joint and Survivor Pension Pop-Up, as described in Section 8.02(a), and the Qualified Spouse predeceases the Pensioner, the amount paid in each December following the Qualified Spouse's death will be equal to the monthly benefit payable to the Pensioner, adjusted for the "pop-up."
- (d) The Christmas Benefit is not paid to any surviving Spouse under the Joint and Survivor Pension or to any Beneficiary under the 120 Certain Payments Pension. As a result, the 7% deduction for the Christmas Benefit option is added back into the Participant's benefit amount when calculating the amount of benefit that will be paid to the surviving Qualified Spouse or designated Beneficiary, as applicable.

8.04 REJECTION OF NORMAL FORM OF PENSION FOR MARRIED PARTICIPANTS

(a) Married Participant Election

Subject to the restriction of paragraph (b) below, a Participant other than a Participant retiring on a Disability Pension may reject the normal form of pension described in Section 8.01 and elect instead from among the other types or options described in Sections 8.02 and 8.03, other than the Joint and Survivor Pension with Pop-Up described in Section 8.02(a). If the Participant is married at the Participant's pension Effective Date, however, such rejection and election must be made jointly with the Participant's Spouse as described in paragraph (d) below.

Such rejection and election (including a revocation of a prior election) must be made in writing on a form prescribed by the Trustees and filed with the Trustees prior to the later of the Effective Date or award notification date of the Participant's pension. An election may not be made or altered after the later of the Effective Date or award notification date of the Participant's pension. A married Participant, however, may, jointly with the Participant's Spouse, change the Participant's benefit form after the later of the Participant's pension Effective Date or award notification date as long as such revised election is filed within 90 days of the Participant's receipt of the written notification described in paragraph (c) below.

(b) **Limitation on Elections**

The Christmas Benefit option described in Section 8.03 may be elected in conjunction with the Joint and Survivor Pension (with or without Pop-Up) or the Single-Life Annuity.

(c) **Written Notification of Election**

Upon a Participant's submission of a Pension Application to retire, the Trustees shall furnish the Participant, within at least 30 days and no longer than 90 days prior to the starting date of benefits, with a written, non-technical explanation of the forms of benefit payment available to the Participant, including the normal form of pension described in Section 8.01. Such explanation shall also describe the Participant's right to reject the normal form of pension and elect another form, the effect on the Participant's benefit of such a rejection and election, the rights of the Participant's Spouse, and the right to revoke any previous election.

The benefit commencement date for a distribution in a form other than the normal form of pension may be less than 30 days after receipt of the written explanation described above, provided that (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 normal form of pension and elect (with spousal consent) a form of distribution other than the normal form of pension; (ii) the Participant is permitted to revoke any affirmative distribution election at least until the benefit commencement date or, if later, at any time prior to the expiration of the seven-day period that begins the day after the explanation of the normal form of pension is provided to the Participant; and (iii) the benefit commencement date is a date after the date the written explanation was provided to the Participant.

(d) **Spousal Consent Required**

If the Participant is married on the Participant's Pension Effective Date and elects a form of payment other than the Joint and Survivor Pension, any such election must be consented to by the Participant's Spouse. Such an election and spousal consent is valid only if:

- (i) The Participant files the election in writing in such form as the Trustees may prescribe, and the Participant's Spouse acknowledges in writing the effect of the election, and consenting to the election of the alternative form of benefit (including all choices and Beneficiary designations that may be required to implement that form of benefit). The Spouse's written acknowledgement must be witnessed by a notary public or such representative of the Fund as the Trustees may designate for that purpose.
- (ii) The Spouse's consent is not required if the Participant establishes to the satisfaction of the Trustees that:
 - (A) The Participant is not married;

- (B) the Spouse whose consent would be required cannot be located; or
- (C) consent of the Spouse cannot be obtained because of extenuating circumstances, as provided in IRS regulations.

(e) **Proof of Marriage**

The Trustees may require proof of marriage at any time in connection with the administration of the Joint and Survivor Pension. The Trustees shall be entitled to rely on a written representation last filed by the Participant before the Effective Date of the Participant's pension as to whether the Participant is married and to the identity of the Participant's Spouse. If such representation later proves to be false, the Trustees will adjust for any excess benefits paid as the result of the misrepresentation.

8.05 SPECIAL RULES

- (a) If a Participant is eligible for a Disability Pension, such Participant shall be entitled to elect the form, type or option of pension set forth in Sections 8.01(a), 8.02(a) and 8.03.
- (b) An election of a form of pension may not be altered after the Effective Date of a Participant's pension unless such revised election is filed within 90 days of the Participant's receipt of the written notification described in Section 8.04(c) above. The election of the Joint and Survivor Pension, once it becomes payable, cannot be changed or revoked if the Pensioner is divorced or legally separated under a court decree from the Spouse to whom the Participant was married at the Participant's pension Effective Date. The Spouse to whom the Participant was married on the Participant's pension Effective Date shall remain entitled to any survivor benefits under the Participant's pension form regardless of any changes in the Spouse's marital status after the pension Effective Date.
- (c) If the Participant and Spouse have not been married for one year following the pension Effective Date, payments under the Participant's benefit form shall commence in an amount equal to the Single-Life Annuity benefit form. If the Pensioner dies before the Participant and the Participant's Spouse have been married for one year, no payments shall continue to the Participant's Spouse. When the Pensioner and the Participant's Spouse have been married for one year, additional payments to the retired Participant shall be made in the reduced designated Joint and Survivor Pension, and the Participant's Qualified Spouse shall be entitled to survivor payments upon the Participant's death.

8.06 COMMUTATION OF PENSION

In the event that the present value of a pension on its Effective Date is less than \$3,500, the Trustees shall convert the benefit to a lump-sum payment which shall be the Actuarial Equivalent of the pension benefit. In the event the present value of a pension on its Effective Date is more than \$3,500 and the benefit is less than \$25 a month, the benefit

shall be converted to a lump-sum payment at the joint option of the Pensioner and the Participant's Spouse; or as to a survivor's benefit at the option of the Beneficiary. Any lump sum payable under this Section 8.06 shall be determined in accordance with Section 417(e) of the Code.

8.07 DIRECT ROLLOVER DISTRIBUTIONS

- (a) If any distribution of \$200 or more to a Participant, Spouse, Beneficiary, or Alternate Payee and such distribution constitutes an "eligible rollover distribution" within the meaning of Section 402(c)(4) of the Code, the recipient may elect, instead, to have all or part of such eligible rollover distribution paid in a direct rollover to an Eligible Retirement Plan, as described in paragraph (c) below, selected by the recipient. Such direct rollover shall be made in accordance with procedures established by the Trustees.
- (b) If the Participant, Spouse, Beneficiary or Alternate Payee elects not to roll over such distribution, or if an election is not made in a timely manner, such distribution shall be made directly to the entitled individual subject to applicable federal, state, and local withholding taxes.
- (c) An "Eligible Retirement Plan" means:
 - (i) an individual retirement account described in Section 408(a) of the Code;
 - (ii) an individual retirement annuity (other than an endowment contract) described in Section 408(b) of the Code;
 - (iii) with respect only to Participants and Alternate Payees under Qualified Domestic Relations Orders, a qualified defined contribution plan and exempt trust described in Section 401(a) and Section 501(a) of the Code, respectively, the terms of which permit the acceptance of rollover contributions;
 - (iv) with respect only to Participants and Alternate Payees under Qualified Domestic Relations Orders, an annuity plan described in Section 403(a) of the Code;
 - (v) with respect only to Participants and Alternate Payees under Qualified Domestic Relations Orders, an annuity plan described in Section 403(b) of the Code;
 - (vi) with respect only to Participants and Alternate Payees under Qualified Domestic Relations Orders, an annuity plan described in Section 457(b) of the Code; or

- (vii) with respect only to Participants and Alternate Payees under Qualified Domestic Relations Orders, a Roth IRA described in Section 408A(b) of the Code.

With respect to a non-Spouse designated Beneficiary, an “Eligible Retirement Plan” includes only those described in clause (i), (ii) or (vii) above.

ARTICLE IX
BENEFITS UPON DEATH PRIOR TO RETIREMENT

SECTION:

9.01 SINGLE-PAYMENT DEATH BENEFIT FOR DEATH DURING ACTIVE SERVICE

- (a) Upon the death of a Participant who:
- (i) has 10 or more years of Pension Credit accrued under Section 4.02(a) while working for a Legacy or Transition Employer,
 - (ii) is Actively Engaged in Covered Employment,
 - (iii) dies before the Participant's pension Effective Date,
 - (iv) is not an Inactive Vested Participant at the time of the Participant's death, and
 - (v) is working under Collective Bargaining Agreements that conform to the Maintenance of Benefits Requirements or for Employers conforming to the Maintenance of Benefits Requirements,

a Single-Payment Death Benefit shall be paid to the Participant's designated Beneficiary. The death benefit shall be an amount equal to \$100 for each year of Pension Credit determined under Section 9.01(a)(i) above to a maximum of \$2,500, but not less than \$1,000. If the Participant shall have had one hour of contributions made on the Participant's behalf during the four Calendar Years ending with the Calendar Year of the Participant's date of death at a rate of \$2.66 or more, the death benefit shall be an amount equal to \$200 for each year of Pension Credit, to a maximum of \$5,000, but not less than \$2,000.

- (b) If no Beneficiary has been named, or if the last-named Beneficiary has predeceased the Participant, then the payment required under this Section 9.01 may be made to the surviving Spouse of such Participant, if any, and if there is no surviving Spouse, payments provided under this Section 9.01 may be made to any surviving children of the Participant.
- (c) The question of the existence of a surviving Spouse or children, and the proportion of benefits to one or more children, shall be at the sole and exclusive discretion of the Trustees. No one shall be eligible to receive a death benefit under this Section 9.01 unless an application is made in writing in a form and manner prescribed by the Trustees which is filed within one year of the death of the Participant; provided, however, that the Trustees may extend the time for filing for good and sufficient

reasons which are acceptable to the Trustees which prevented or interfered with the filing by the surviving Spouse or children within the prescribed one year. In the event there is no surviving Spouse or children, the estate of the Participant shall be deemed to be the Beneficiary.

- (d) As noted in Section 7.05(b), a Single-Payment Death Benefit will be paid to the Beneficiary of a deceased disabled Participant only if the Participant's Disability Pension has not commenced in accordance with Section 7.03(a).

9.02 SURVIVING SPOUSE ANNUITY

(a) Eligibility and Benefit Description

The surviving Qualified Spouse of a Participant who had achieved Vested Status and who dies prior to commencing benefits under the Plan shall, upon application in writing on a form prescribed by the Trustees, be entitled to a monthly Surviving Spouse Annuity as described in this Section 9.02. The Surviving Spouse Annuity shall commence at such date and in such amount as is described in paragraphs (b) and (c) below and shall cease with the payment due for the month in which the Spouse dies.

A disabled Pensioner may be eligible for a Surviving Spouse Annuity as further described in paragraph (f) below.

(b) Immediate Annuity

(i) Eligibility

The Surviving Spouse Annuity shall commence the first day of the month following the later of the date of death of the Participant or the date of notification of the death of the Participant, if, on the Participant's date of death:

- (A) the Participant could have retired and would have been entitled to a pension benefit under Article VI, or
- (B) the Participant
 - (1) was Actively Engaged in Covered Employment,
 - (2) had accumulated at least 15 years of Pension Credit accrued under Article IV,
 - (3) was not an Inactive Vested Participant at the time of the Participant's death, and
 - (4) worked under a Collective Bargaining Agreement that conforms to the Maintenance of Benefits Requirements or

for Employers conforming to the Maintenance of Benefits Requirements.

(ii) ***Amount Based on the Participant's Accrued Benefit under Section 6.01***

The amount of the Surviving Spouse Annuity shall be the amount that would have been payable to the surviving Qualified Spouse had the Participant retired under Article VI on the Participant's date of death electing the 100% Joint and Survivor Pension, and then immediately died. The monthly amount of Surviving Spouse Annuity is the Participant's Accrued Benefit determined under Section 6.01 multiplied by the applicable percentage in column (I) (Early Retirement Pension) of Table 3A, based on the Participant's age at benefit commencement, if applicable. The 25% reduction as set forth in Table 4 will be applied in calculating the amount of the 100% Joint and Survivor Pension. If the Participant was under age 52 on the Participant's date of death, the benefit amount shall be calculated as if the Participant were age 52.

(iii) ***Amount Based on the Participant's Accrued Benefit under Section 6.02***

The amount of the Surviving Spouse Annuity shall be the amount that would have been payable to the surviving Qualified Spouse had the Participant retired under Article VI on the Participant's date of death, electing the 50% Joint and Survivor Pension with Pop-Up, and then immediately died. The monthly amount of Surviving Spouse Annuity is the Participant's Accrued Benefit determined under Section 6.02 multiplied by the Early Retirement Pension Reduction Percentage from Table 3B based on the Participant's age at benefit commencement, if applicable. The reduction based on the Actuarial Equivalent will be applied in calculating the amount of the 50% Joint and Survivor Pension with Pop-Up. If the Participant was under age 55 on the Participant's date of death, the benefit amount shall be payable under Section 9.02(c) below.

(c) **Deferred Annuity**

(i) ***Eligibility and Commencement Date***

If the surviving Qualified Spouse was not eligible for an immediate annuity under paragraph (b) above, the Surviving Spouse Annuity shall commence on the first day of the earliest month the Participant could have commenced benefits under Article VI were the Participant to have survived to such earliest benefit commencement date while earning no additional Pension Credit.

(ii) ***Amount Based on the Participant's Accrued Benefit under Section 6.01***

(A) For Participants who are not Inactive Vested Participants at the time of death, the amount of the Surviving Spouse Annuity shall be the

amount that would have been payable to the surviving Qualified Spouse had the Participant survived to the Participant's earliest commencement date, retired under Article VI electing the 100% Joint and Survivor Pension, and then immediately died. The monthly amount of Surviving Spouse Annuity is the Participant's Accrued Benefit determined under Section 6.01 multiplied by the applicable percentage in column (I) (Early Retirement Pension) of Table 3A, based on the Participant's age at benefit commencement, if applicable. The 25% reduction as set forth in Table 4 will be applied in calculating the amount of the 100% Joint and Survivor Pension.

- (B) For Participants who are Inactive Vested Participants at the time of death, the amount of the Surviving Spouse Annuity shall be the amount that would have been payable to the surviving Qualified Spouse had the Participant survived to the Participant's Normal Retirement Age, retired under Article VI electing the 50% Joint and Survivor Pension, and then immediately died. The 15% reduction as set forth in Table 4 will be applied in calculating the amount of the 50% Joint and Survivor Pension. The Surviving Spouse Annuity payable under this subparagraph (B) will commence at the Participant's Normal Retirement Age.

(iii) ***Amount Based on the Participant's Accrued Benefit under Section 6.02***

- (A) For Participants who are not Inactive Vested Participants at the time of death, the amount of the Surviving Spouse Annuity shall be the amount that would have been payable to the surviving Qualified Spouse had the Participant survived to the Participant's earliest commencement date, retired under Article VI electing the 50% Joint and Survivor Pension with Pop-Up, and then immediately died. The monthly amount of Surviving Spouse Annuity is the Participant's Accrued Benefit determined under Section 6.02 multiplied by the Early Retirement Pension Reduction Percentage from Table 3B based on the Participant's age at benefit commencement, if applicable. The reduction based on the Actuarial Equivalent will be applied in calculating the amount of the 50% Joint and Survivor Pension with Pop-Up.
- (B) For Participants who are Inactive Vested Participants at the time of death, the amount of the Surviving Spouse Annuity shall be the amount that would have been payable to the surviving Qualified Spouse had the Participant survived to the Participant's Normal Retirement Age, retired under Article VI electing the 50% Joint and Survivor Pension with Pop-Up, and then immediately died. The reduction based on the Actuarial Equivalent will be applied in

calculating the amount of the 50% Joint and Survivor Pension with Pop-Up.

(d) Optional Deferred Annuity

The surviving Qualified Spouse who is eligible for a benefit under this Section 9.02 prior to the date the Participant would have attained Normal Retirement Age may elect to defer commencement of this benefit until the first day of any month through the date the Participant would have attained Normal Retirement Age. In such case, the amount of the benefit shall be determined as in paragraph (b)(ii) or (b)(iii) above, except that the reduction for early retirement from Table 3A or 3B, as applicable, that is applied when calculating this benefit, shall be based on the age that would have been used when calculating the Participant's pension had the Participant survived to the surviving Spouse's benefit commencement date.

If the surviving Spouse dies before benefits commence, no benefits shall be payable.

(e) Disabled Participant Surviving Spouse Annuity

A Surviving Spouse Annuity will be payable upon the death of a disabled Participant eligible for a Disability Pension described in Section 7.01 as follows:

- (i) If the Participant's Disability Pension has commenced under Section 7.03(a), a Surviving Spouse Annuity is payable subject to the requirements of Section 7.05(a); or
- (ii) If the Participant's Disability Pension has not commenced under Section 7.03(a), a Surviving Spouse Annuity is payable subject to the requirements of Section 7.05(b).

9.03 36-MONTH ANNUITY FOR UNMARRIED PARTICIPANTS

- (a) Upon the death of an unmarried Participant who satisfies the eligibility requirements below, a "36-Month Annuity" shall be paid to the Participant's designated Beneficiary for 36 months. The 36-Month Annuity shall be paid if the unmarried Participant:
 - (i) dies and could have retired and would have been entitled to a pension benefit under Article VI of the Plan, or
 - (ii) dies and who
 - (A) was Actively Engaged in Covered Employment,
 - (B) had accumulated at least 15 years of Pension Credit accrued under Section 4.02(a) while working for a Legacy or Transition Employer,

- (C) was not an Inactive Vested Participant at the time of the Participant's death, and
- (D) worked under Collective Bargaining Agreements that conformed to the Maintenance of Benefits Requirements or for Employers conforming to the Maintenance of Benefits Requirements.

The 36-Month Annuity shall be in an amount equal to 75% of the lesser of: (1) the pension benefit the Participant would have been entitled to at the time of the Participant's death based upon age and Pension Credit determined under Section 4.02(a); and (2) the Participant's Accrued Benefit determined under Section 6.01 payable at the Participant's Normal Retirement Age. If the Participant was under age 52 on the Participant's date of death, the benefit amount shall be calculated as if the Participant were age 52.

- (b) Upon the death of an unmarried disabled Participant who is eligible for a Disability Pension described in Section 7.01, a 36-Month Annuity will be payable only if the Participant's Disability Pension has not commenced. The 36-Month Annuity shall be in accordance with Section 7.05(b)(ii) by applying the applicable percentage in column (III) (Early Disability Pension) of Table 3A, based on the Participant's age as of the date of benefit commencement, if payable prior to Normal Retirement Age.

ARTICLE X
APPLICATIONS, BENEFITS PAYMENTS AND RETIREMENT

SECTION:

10.01 APPLICATIONS

To receive any benefit under the Plan, an eligible Participant must complete in writing and file two forms in the style prescribed by the Trustees.

- (a) A Pension Application must be filed with Trustees at least one calendar month in advance of the Effective Date of the pension; and
- (b) A notice of retirement, which gives the last day the Participant worked in Covered Employment, must be filed with the Trustees.

10.02 INFORMATION AND PROOF

Every claimant for the benefits shall furnish, at the request of the Trustees, any information or proof reasonably required to determine the Participant's benefit rights. If the claimant makes a willfully false statement material to the Participant's Pension Application or furnishes fraudulent information or proof material to the Participant's claim, benefits not vested under the Plan may be denied, suspended, or discontinued. The Trustees shall have the right to recover, through legal proceedings or offsetting against future benefits, any benefits paid in reliance on any false statement, information, or proof submitted by a claimant (including withholding of material fact) plus interest and costs, including attorney fees, without limitation by recovery through offset of benefit payments as permitted by this Article X. Further, in the administration of the Plan's rules concerning suspension of benefits, the Trustees may require of the Pensioner that the Pensioner furnish evidence from the Social Security Administration concerning the Participant's employment history during a specified period of time.

10.03 ACTION OF TRUSTEES

- (a) The Trustees shall have full discretionary authority with respect to the interpretation and construction of the Plan, including the power to make factual findings, as set forth in the Trust Agreement. The Trustees shall be the judges of the standard of proof required in any case and of the application and interpretation of the Plan, and the decisions of the Trustees shall be final and binding on all parties, subject to appeal under Section 10.04.
- (b) Wherever in the Plan the Trustees are given discretionary powers, they shall endeavor to exercise such powers in a uniform and non-discriminatory manner.

- (c) The Trustees shall process a claim for benefits as diligently as is feasible, consistent with the need for adequate information and proof necessary to determine the claimant's rights to benefits and to commence the payment of benefits. If circumstances cause a delay in processing a claim for benefits, and the claimant has fulfilled all the conditions for entitlement to benefits in accordance with Section 10.05(b), the Trustees shall approve retroactive payment of benefits for any month for which benefits are due and payable in accordance with this Section 10.03.
- (d) The Trustees shall be entitled to rely upon written representations, consents, and revocations submitted by Participants, Spouses or other parties in making determinations under the Plan and, unless such reliance is arbitrary or capricious, the Trustees' determinations shall be final and binding and shall discharge the Fund and the Trustees from liability to the extent of the payments made. This means that, unless the Plan is administered in a manner determined to be inconsistent with the fiduciary standards of Part 4 of Title I of ERISA, the Fund shall not be liable for duplicate benefits with respect to the same Participant, or for surviving Spouse benefits in excess of actuarial present value of the benefits described in the Plan, determined as of the Effective Date of the Participant's pension or, if earlier, the date of the Participant's death.

10.04 RIGHT OF APPEAL

A claimant whose application for benefits under the Plan has been denied in whole or in part shall be provided with adequate notice in writing setting forth the specific reasons for such denial. The claimant shall have the right to appeal the decision by written request, which shall set forth the facts and arguments therefor and which shall be filed with the Trustees within 90 days after receipt of such notice. The appeal shall be considered by the Trustees or by a person or committee designated by the Trustees. No claimant shall have the right to bring suit for benefits under the Plan unless the claimant shall have first exhausted the procedures for appeal established under this Section 10.04.

10.05 BENEFIT PAYMENTS

- (a) A Participant who is eligible to receive benefits under the Plan and who makes a Pension Application in accordance with the Plan's rules shall be entitled upon retirement to receive the monthly benefits for the remainder of the Participant's life, subject to the other provisions of this Article X and of any other applicable provisions of the Plan.
- (b) Pension benefits shall be payable commencing with the month following the month in which the claimant has fulfilled all the conditions for entitlement to benefits, including retirement and the requirements of Section 10.01 for the filing of the Pension Application and the notice of retirement with the Trustees.

If the Participant dies after filing a Pension Application to receive benefits, but before such benefits commence, such death will be deemed to have occurred after retirement and pension benefits will be paid to the Participant's Spouse or

Beneficiary in accordance with the elections made on the Participant's Pension Application.

The pension shall last be payable for the month in which the death of the Pensioner occurs, except as provided in accordance with the survivor's pension option or any other provision of the Plan for payments after the death of the Pensioner.

If the Participant dies, the Spouse or Beneficiary may elect to have the death treated as either before retirement or after retirement. If the death is treated as before retirement, pension benefits will be paid to the Participant's Spouse or Beneficiary in accordance with the provisions of Article IX. If the death is treated as after retirement, pension benefits will be paid to the Participant's Spouse or Beneficiary in accordance with the elections made on the Participant's Pension Application.

(c) Minimum Distributions

Payment of the benefits may begin sooner but shall begin no later than the earlier of:

- (i) April 1 of the Calendar Year following the Calendar Year in which the Participant attained age 72: or
- (ii) the later of (A) or (B) below:
 - (A) 60 days after the end of the Calendar Year in which the Participant retired; or
 - (B) 60 days after the date the Participant filed a Pension Application for benefits; and

In any event, the Trustees need not make payment before they are first able to ascertain entitlement to, or the amount of, the pension, nor before such later date as the Participant has elected to receive benefits, in writing and filed with the Trustees.

(d) Compliance with Code Section 401(a)(9) Regulations

Notwithstanding the foregoing, the provisions of Code Section 401(a)(9) will override any other provisions of the Plan to the contrary, as provided below.

- (i) The Plan provides that the required minimum distribution will be made by the required beginning date, which is defined generally as the April 1 of the Calendar Year following the later of:
 - (A) the Calendar Year in which the employee attains age 72, or
 - (B) the Calendar Year in which the employee retires. A 5% owner as defined in Code Section 416(i)(1)(i) must begin receiving a benefit by the date specified in (A) above without regard to (B).

- (ii) The Fund will fully comply with the incidental benefit requirements of Code Section 401(a)(9)(G).
- (iii) For all distributions under the Plan, the Fund will fully comply with the requirements of Treasury Regulations §§ 1.401(a)(9)-2 through 1.401(a)(9)-9.

10.06 RETIREMENT

- (a) To be considered retired, whether or not the Participant has attained the Participant's Normal Retirement Age, a Participant must have completed the Participant's last day of work in Covered Employment unless the Plan shall otherwise provide.
- (b) A Participant who has retired from previous employment as defined in paragraph (a) above and who attains the Participant's Normal Retirement Age shall thereafter be considered retired notwithstanding subsequent employment or reemployment in Covered Employment for no more than 80 hours in any month.

10.07 INCOMPETENCE OR INCAPACITY OF A PENSIONER OR BENEFICIARY

In the event it is determined to the satisfaction of the Trustees that a Pensioner or Beneficiary is unable to care for the Pensioner's or Beneficiary's respective affairs because of mental or physical incapacity, any payment due may be applied, in the discretion of the Trustees, to the maintenance and support of such Pensioner or Beneficiary or to such person as the Trustees find to be primarily responsible for the Pensioner or Beneficiary in the manner decided by the Trustees, unless prior to such payment, claim shall have been made for such payment by a legally appointed guardian, committee or other legal representative appropriate to receive such payments on behalf of the Pensioner or Beneficiary.

10.08 DESIGNATION OF BENEFICIARY

Each Participant may designate one or more Beneficiaries and, if the Participant wishes, one or more contingent Beneficiaries, in writing in the form and manner required by the Trustees with respect to the Single-Payment Death Benefit and 36-Month Annuity for Unmarried Participants provided in Sections 9.01 and 9.03, respectively. If more than one primary Beneficiary or contingent Beneficiary is designated, the Participant may designate whole number percentages (up to 100% of the benefit) to specify how the benefit should be payable to the Beneficiaries. If more than one primary Beneficiary or contingent Beneficiary is designated, and the Participant does not specify how the benefit should be payable to the Beneficiaries, the benefit shall be payable to the Beneficiaries equally.

10.09 NON-ASSIGNMENT OF BENEFITS

- (a) No Participant, Pensioner or Beneficiary entitled to any benefits under the Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair in any manner the Participant's legal or beneficiary interest, or any interest in assets of the Fund, or benefits of the Plan.

Neither the Fund nor any of the assets thereof shall be liable for the debts of any Participant, Pensioner or Beneficiary entitled to any benefits under the Plan, nor be subject to attachment or execution or process in any court or action or proceeding, except as provided in paragraphs (b), (c), (d) and (e) below.

- (b) Notwithstanding paragraph (a) above, benefits may be paid to an Alternate Payee in accordance with a "Qualified Domestic Relations Order" as defined in ERISA Section 206(d)(3). The Fund shall maintain written procedures for determining the qualified status of the domestic relations order and for administering distributions of benefits under qualified orders. Those procedures shall be binding on all Participants, Beneficiaries, and Alternate Payees. The Fund shall not comply with orders which do not meet the requirements of ERISA Section 206(d)(3) or the procedures adopted in accordance with this paragraph (b). If any such Qualified Domestic Relations Order requires benefits to be converted from a benefit paid for the Participant's lifetime to a benefit paid for the Alternate Payee's lifetime, such conversion shall be made using the Actuarial Equivalent factors in effect on the date the order is qualified.
- (c) Any rights of a former Spouse or other Alternate Payee under a Qualified Domestic Relations Order, with respect to a Participant's pension, shall take precedence over those of any later Spouse of the Participant.
- (d) Notwithstanding paragraph (a) above, once a Participant or Beneficiary begins receiving benefits such Participant or Beneficiary may assign the right to future benefit payments to be directed to pay the Participant's or Beneficiary's share of retiree medical benefit coverage provided such assignment meets the requirements of Section 1.401(a)-13 of the Income Tax Regulations.
- (e) Notwithstanding paragraph (a) above, a Participant's pension benefits may be offset for certain judgments or settlements described in Code Section 401(a)(13)(C). Such judgments or settlements must be court ordered.

10.10 NO RIGHT TO ASSETS

No person other than the Trustees of the Fund shall have any right, title or interest in any of the income or property of any character received or held by or for the account of the Fund, and no person shall have any right to benefits provided by the Plan except as expressly provided herein. No Employee, Beneficiary, group of Employees, Local Union, or Employer, who ceases to maintain Employee's, Beneficiary's, group of Employees', Local Union's, or Employer's status as a Participant, Beneficiary, Local Union or Contributing Employer shall have any right to any of the assets of the Fund nor may any contributions to the Fund on behalf of the employment of a Participant be transferred to any other pension fund, local union or employer, or be paid to any Participant or Beneficiary except in the form of benefits as provided in the Plan.

10.11 MAXIMUM LIMITATION

(a) Limitations on Benefits Under Section 415 of the Code

In addition to any other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, benefits under the Plan shall be limited in accordance with Section 415 of the Code and the Treasury Regulations thereunder, in accordance with this Section 10.11. This Section 10.11 is intended to incorporate the requirements of Section 415 of the Code by reference except as otherwise specified herein.

(b) Definitions

For purposes of this Section 10.11, and where otherwise required under the Plan or for Plan purposes (such as nondiscrimination testing of non-bargained Participants under Section 401(a)(4) of the Code), the following terms shall have the following meanings.

- (i) “Plan Benefit” means, as of any date, the amount of a Participant’s benefit as determined under the applicable provisions of the Plan before the application of the limits in this Section 10.11.
- (ii) “Severance from Employment” has occurred when a Participant is no longer an Employee of any Employer maintaining the Plan.
- (iii) “Limitation Year” means the Plan Year.
- (iv) “Compensation” with respect to any Participant means compensation from a Contributing Employer that is currently includible in gross income, as provided for under Section 414(s) of the Code, and as reported on IRS Form W-2 and as defined in Treasury Regulation § 1.415(c)-2(d)(4).
- (v) “Compensation” shall also be subject to the following rules:
 - (A) Compensation must be paid within the Limitation Year, and paid or treated as paid before Severance from Employment in accordance with the general timing rule of Treasury Regulation § 1.415(c)-2(e)(1).
 - (B) Compensation must include amounts paid by the later of 2½ months after Severance from Employment or the end of the Limitation Year that includes the Severance from Employment date in accordance with Treasury Regulation § 1.415(c)-2(e)(3)(i). Such post-severance compensation includes regular pay as defined in § 1.415(c)-2(e)(3)(ii), but not other post-severance payments as defined in § 1.415(c)-2(e)(3)(iii).

The annual Compensation of each Participant taken into account in determining benefit accruals in any Limitation Year shall be that amount of annual Compensation as may be adjusted from time to time by the application of Section 415(b)(1) of the Code. The limit on annual Compensation shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code.

(c) Limit on Accrued Benefits

For Limitation Years beginning on or after July 1, 2007, in no event shall a Participant's benefit accrued under the Plan for a Limitation Year exceed the annual dollar limit determined in accordance with Section 415 of the Code and the Treasury Regulations thereunder (the "annual dollar limit") for that Limitation Year. If a Participant's Plan Benefit for a Limitation Year beginning on or after July 1, 2007, would exceed the annual dollar limit for that Limitation Year, the accrued benefit, but not the Plan Benefit, shall be frozen or reduced so that the accrued benefit does not exceed the annual dollar limit for that Limitation Year.

(d) Limit on Benefits Distributed or Paid

For Limitation Years beginning on or after July 1, 2007, in no event shall the annual amount of benefit distributed or otherwise payable to or with respect to a Participant under the Plan in a Limitation Year exceed the annual dollar limit for that Limitation Year. If the benefit distributable or otherwise payable in a Limitation Year would exceed the annual dollar limit for that Limitation Year, the benefit shall be reduced so that the benefit distributed or otherwise payable does not exceed the annual dollar limit for that Limitation Year.

(e) Protection of Prior Benefits

To the extent permitted by law, the application of the provisions of this Section 10.11 shall not cause the benefit that is accrued, distributed or otherwise payable for any Participant, including the Participant's annual benefit accrued under the Plan as separately determined for each Contributing Employer, to be less than the Participant's accrued benefit as of December 31, 2007, under the provisions of the Plan that were both adopted and in effect before April 5, 2007, and that satisfied the limitations under Section 415 of the Code and the Treasury Regulations thereunder as in effect as of December 31, 2007.

(f) Section 415 Cost of Living Adjustments

To the extent permitted by law, benefits accrued, distributed or otherwise payable with respect to any Participant while in Covered Employment and after such Participant's Severance From Employment, or after the Participant's Annuity Starting Date if earlier, that are limited by this Section 10.11 shall be increased annually pursuant to cost of living increases in the annual dollar limit under Section 415(d)(1)(A) of the Code and the Treasury Regulations thereunder; provided, however, that in no event shall any increase under this Section 10.11 cause the

amount of a Participant's accrued, distributed or otherwise payable benefit to exceed the amount of the Participant's Plan Benefit.

(g) Order in Which Limits Are Applied

To the extent permitted by law, a Participant's Qualified Joint and Survivor Annuity form of payment and the survivor annuity portion of such form of payment are computed by applying a reduction factor or factors to a Participant's Plan Benefit before the limits under this Section 10.11 are applied; provided however that the survivor annuity may not exceed the benefit that would have been payable to the Participant after application of the limits in this Section 10.11.

(h) Mortality Adjustments for Benefit Commencement Before Age 62 or After Age 65

When adjusting the annual dollar limit for benefits commencing before age 62 or after age 65, no adjustment shall be made to the annual dollar limit to reflect the probability of a Participant's death between the Annuity Starting Date and age 62, or between age 65 and the Annuity Starting Date, as applicable. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a Qualified Pre-retirement Survivor Annuity, as defined in Section 417(c) of the Code and the Treasury Regulations thereunder, upon the Participant's death.

(i) Aggregation of Plans

- (i) In the event that a Participant's aggregated benefit exceeds the limit under Section 415 of the Code and the Treasury Regulations thereunder as a result of the mandatory aggregation of the benefits under the Plan with the benefits under a defined benefit plan maintained by a Contributing Employer, the benefits of the other plan shall be reduced to the extent necessary to comply with Section 415 of the Code and the Treasury Regulations thereunder.
- (ii) For purposes of applying the limits of this Section 10.11, if a Participant also participates in another tax-qualified defined benefit plan of the Contributing Employer that is not a multiemployer plan, only the benefits under the Plan that are provided by the Contributing Employer are aggregated with the benefits under the other plan.

(j) General

- (i) To the extent that a Participant's benefit is subject to the provisions of Section 415 of the Code and the Treasury Regulations thereunder that have not been set forth in the Plan, such provisions are hereby incorporated by reference into the Plan and for all purposes shall be deemed a part of the Plan.

- (ii) This Section 10.11 is intended to satisfy the requirements imposed by Section 415 of the Code and the Treasury Regulations thereunder and shall be construed in a manner that will effectuate this intent. This Section 10.11 shall not be construed in a manner that would impose limitations that are more stringent than those required by Section 415 of the Code and the Treasury Regulations thereunder.
- (iii) If and to the extent that the Plan's rules set forth in this Section 10.11 are no longer required for qualification of the Plan under Section 401(a) and related provisions of the Code and the Treasury Regulations thereunder, they shall cease to apply without the necessity of an amendment to the Plan.

(k) Adjustment for Benefits Subject to Section 417(e) of the Code

- (i) Effective for Annuity Starting Dates in Plan Years beginning on or after October 1, 2006, for purposes of adjusting any benefit under Section 415(b)(2)(B) of the Code for any form of benefit subject to Section 417(e)(3) of the Code, the interest rate assumption shall be the greater of:
 - (A) the interest rate specified in the Plan,
 - (B) five and one-half percent (5.5%), and
 - (C) the interest rate that produces a benefit of not more than one hundred and five percent (105%) of the benefit that would be provided using the "applicable interest rate" (as defined in Section 417(e)(3) of the Code).
- (ii) Effective for Annuity Starting Dates in Plan Years beginning in 2004 and 2005, for purposes of adjusting any benefit under Section 415(b)(2)(B) of the Code for any form of benefit subject to Section 417(e)(3) of the Code, the interest rate assumption shall be not less than the greater of:
 - (A) the interest rate specified in Plan, and
 - (B) five and one-half percent (5.5%).

(l) Interpretation or Definition of Other Terms

The terms used in this Section 10.11 that are not otherwise expressly defined in the Plan shall be defined, interpreted and applied for purposes of this Section 10.11 as prescribed in Section 415 of the Code and the Treasury Regulations thereunder.

10.12 WAIVER OF BENEFITS

Any Pensioner who is eligible for or who is receiving any other pension benefit, the receipt of which is dependent upon the Participant's not exceeding certain income limits, may, if the Participant so elects, by signing and acknowledging a written waiver and delivering the

same to the Trustees, waive all or any part of the Participant's pension benefits under the Plan; provided, however, that such waiver may not be withdrawn except upon 30 days' written notice by registered mail to the Trustees. After having executed such waiver, the Pensioner shall at no time be entitled to make claim for the benefits which have been waived. Withdrawal of such waiver shall not be effective until 30 days' receipt thereof by the Trustees.

10.13 WORKING AFTER RETIREMENT

- (a) If a Pensioner is receiving the Participant's monthly pension benefits after age 70, such Pensioner may work and continue to receive the Participant's monthly pension benefit. If, as a result of such employment, the Pensioner earns additional Pension Credit, the Participant may be entitled to an additional pension, earned through the Participant's additional service. Such additional benefit shall be determined without recognizing the Participant's prior years of Pension Credit, but, in total, no more than the maximum years of recognized Pension Credit under Section 6.03 shall be recognized under this Section 10.13. Any adjusted monthly pension benefit will be payable each January 1.
- (b) Any other Pensioner not described in paragraph (a) above may work up to 80 hours per month and continue to receive the Participant's monthly pension benefit. If, as a result of such employment, the Pensioner earns additional Pension Credit, the Participant may be entitled to an additional pension, earned through the Participant's additional service. Such additional benefit shall be determined without recognizing the Participant's prior years of Pension Credit, but, in total, no more than the maximum years of recognized Pension Credit under Section 6.03 shall be recognized under this Section 10.13. Any adjusted monthly pension benefit will be payable each January 1 and shall include the offset provisions of Section 11.02(b).

If a Pensioner not described in paragraph (a) above works more than 80 hours per month, the Participant will be subject to the suspension of benefit provisions of Article XI.

ARTICLE XI
SUSPENSION OF BENEFITS

SECTION:

11.01 SUSPENSION OF BENEFITS

(a) General Rule

Payment of pension benefits to which a Pensioner is otherwise entitled shall be suspended for any month in which a Pensioner works at least 81 hours in Disqualifying Employment (as defined in Sections 1.23 and 1.24) prior to the Pensioner attaining age 70. On and after the date a Pensioner attains age 70, the Pensioner's benefit shall not be suspended for engaging in any employment, regardless of the type or amount of such employment.

(b) Further Suspension

A Pensioner who has not attained the Participant's Normal Retirement Age shall have the Participant's monthly benefits suspended for up to three consecutive months after any consecutive period of one or more months during which the Pensioner engaged in Disqualifying Employment. Further, if such Pensioner has failed to notify the Fund of any employment in accordance with the notice requirements of paragraph (d) below or has willfully misrepresented any material facts with respect to such employment, the monthly benefits shall be suspended for an additional period of six months.

The Trustees may, for good cause, waive either or both of these additional periods of suspension.

(c) Suspension of Benefits

Suspension of benefits for a month means non-entitlement to benefits for the month. If benefits were paid for a month for which benefits were later to be suspended, the over-payment shall be recoverable through deductions from future pension payments, pursuant to paragraph (g)(i) below, and in accordance with Section 10.03.

(d) Notices

(i) Upon commencement of pension payments, the Trustees shall notify the Pensioner of the Plan's rules governing suspension of benefits. If benefits have been suspended and payment resumed, new notification shall, upon resumption, be given to the Participant, if there has been any material

change in the suspension rules or the identity of the industries or area covered by the Fund.

- (ii) A Pensioner shall notify the Trustees in writing, within 15 days after starting any work, without regard to the number of hours of such work (that is, whether or not less than 81 hours in a month). A Pensioner may also request a determination in advance of starting any work whether such work will be Disqualifying Employment. The Pensioner shall be required to describe such work in sufficient detail for the Trustees to determine whether the employment is Disqualifying Employment. The Trustees shall provide the Pensioner with its determination within a reasonable period.

If a Pensioner has worked in Disqualifying Employment in any month and has failed to give notice to the Trustees of such employment, the Trustees shall presume that the Participant worked at least 81 hours in such month and any subsequent month before the Participant gives notice that the Participant has ceased such Disqualifying Employment. The Participant shall have the right to overcome such presumption by establishing to the satisfaction of the Trustees that the Participant's employment was not in fact an appropriate basis for suspension of the Participant's benefits under the Plan. The Trustees shall inform all Pensioners at least once every 12 months of the reemployment notice requirements and the presumptions set forth in this paragraph (d)(ii).

- (iii) A Pensioner whose pension has been suspended shall notify the Trustees when Disqualifying Employment has ended. The Trustees shall have the right to withhold benefit payments until such notice is filed with the Trustees and proof satisfactory to the Trustees is furnished that employment has ended. Further, in the administration of the Plan's rules concerning suspension of benefits, the Trustees may require the Pensioner to furnish evidence from the Social Security Administration concerning the Participant's employment history during a specific period of time.
- (iv) The Trustees shall inform a Pensioner of any suspension of the Participant's benefit by written notice given by personal delivery or electronic or first class mail before or during the first calendar month in which the Participant's benefits are withheld. The Trustees shall be entitled to rely on the last known physical or email address furnished to the Trustees by the Pensioner.
- (v) The Trustees shall provide the Participant with a written suspension of benefit notice as required by DOL Regulation 2530-203-3(b)(4) no later than the end of the first calendar month in which the payment of benefits would have commenced if the Participant had not remained in Disqualifying Employment.

(e) **Review**

A Participant shall be entitled to a review of a determination suspending the Participant's benefits by written request filed with the Trustees within 180 days of the notice of suspension together with a written statement of facts and arguments and relevant documents in support of such claim. The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be disqualifying.

(f) **Waiver of Suspension**

The Trustees may, in their sole and exclusive discretion or on request of a Participant, waive suspension of benefits subject to such limitations as the Trustees may determine, including any limitations based on the Participant's previous record of benefit suspensions or noncompliance with reporting requirements under this Article XI.

(g) **Resumption of Benefit Payments**

- (i) The resumption of benefit payments for months after the last month for which benefits were suspended shall begin no later than the third month after the last calendar month for which the Pensioner's benefit was suspended; provided the Pensioner has complied with the notification requirements of paragraph (d)(iii) above.
- (ii) Payments made for any months for which a Pensioner was employed in Disqualifying Employment prior to Normal Retirement Age shall be recouped from pension payments otherwise payable subsequent to the period of suspension up to 100% of the pension payments until the improper payments are recovered. With respect to recovery from monthly payments for months in which the Pensioner worked in Disqualifying Employment after Normal Retirement Age, the recovery shall not exceed 25% of the monthly pension amount otherwise payable before deduction except that the Trustees may withhold up to 100% of the first such monthly pension payment made upon resumption after a suspension. If a Pensioner dies before recovery of improper payments has been completed, deductions shall be made from the benefits, if any, payable to the Beneficiary or Spouse receiving a pension, subject to the 25% limitation with respect to improper payments following Disqualifying Employment.

11.02 BENEFIT PAYMENTS FOLLOWING SUSPENSION

- (a) The monthly amount of pension when resumed after suspension shall be determined under either paragraph (b) or (c) below. Nothing in this Section 11.02 shall be understood to extend any benefit increase or adjustment effective after the Participant's initial retirement to the amount of pension upon resumption of payment, except to the extent that it may be expressly directed by other provisions of the Plan.

(b) Pensioner Returns to Covered Employment

For a Pensioner who returns to Covered Employment, the Participant's monthly amount of pension will be recomputed upon subsequent termination of employment to reflect any additional Pension Credit earned and adjusted for pension benefits previously received. The Pensioner's adjusted monthly amount of pension is equal to the larger amount determined under paragraphs (i) and (ii) below. In no event, however, will the Participant's adjusted monthly amount of pension be smaller than the monthly amount of pension the Participant received immediately preceding to the Participant's return to Covered Employment.

- (i) The Participant's pension benefit upon the Participant's re-retirement shall be determined as if it were then being determined for the first time, including any additional amounts earned under this Section 11.02(b) and adjusted to reflect any survivor's pension or other optional form of benefit elected at the Participant's original retirement date. Then, such amount shall be offset by the value of payments previously received, prior to the time such Participant engaged in Disqualifying Employment, as set forth in Table 5.
- (ii) If the Pensioner earns Pension Credit, the Participant shall be entitled to resume the Participant's prior pension amount and commence any additional pension, which the Participant may have earned through the Participant's additional service. Such additional benefit shall be determined without recognizing the Participant's prior years of Pension Credit, but, in total, no more than the maximum years of recognized Pension Credit under Section 6.03 shall be recognized under this Section 11.02.

(c) Pensioner Does Not Return to Covered Employment

If a Pensioner engages in Disqualifying Employment without returning to Covered Employment, the Participant's pension benefit following the Participant's period of Disqualifying Employment will resume in the same amount and in the same form as paid prior to the Participant's period of Disqualifying Employment.

(d) Optional Forms of Payment and Suspended Benefits

A Joint and Survivor Pension in effect immediately prior to suspension of benefits and any other optional benefit following the death of the Pensioner shall remain effective if the Pensioner's death occurs while the Participant's benefits are in suspension. If a Pensioner has returned to Covered Employment, the Participant shall not be entitled to change any election as to Joint and Survivor Pension or any optional form of pension unless after that return the Participant has sufficient service in Covered Employment to earn at least two consecutive Years of Vesting Service.

ARTICLE XII
MISCELLANEOUS

SECTION:

12.01 NON-REVERSION

It is expressly understood that in no event shall any of the corpus or assets of the Fund revert to the Employers or Local Unions or be subject to any claims of any kind or nature by the Employers or Local Unions, except for the return within the time limits prescribed by law and at the discretion of the Trustees of an erroneous contribution made in good faith.

12.02 LIMITATION OF LIABILITY

The Plan has been established on the basis of an actuarial calculation which has established, to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of ERISA as amended. Except for liabilities which may result from provisions of ERISA, nothing in the Plan shall be construed to impose any obligation to contribute beyond the obligation of the Employer to make contributions as provided in its collective bargaining with the Local Union, except as described in Article XV.

There shall be no liability upon the Trustees individually, or collectively, or upon the Local Union to provide the benefits established by the Plan, if the Fund does not have assets to make such payments.

12.03 TERMINATION OF THE PLAN

(a) Right to Terminate

The Trustees shall have the right to discontinue or terminate the Plan in whole or in part, subject to the provisions of ERISA as it may be amended from time to time. The rights of all affected Participants to benefits accrued to the date of termination, partial termination, or discontinuance to the extent funded as of such date shall be nonforfeitable.

(b) Priorities of Allocation

In the event of termination, the assets then remaining in the Fund after providing for any administrative expenses shall be allocated among the Pensioners, Beneficiaries, and Participants in the following order:

- (i)** First, in the case of benefits payable as a pension:

- (A) In the case of the pension of a Participant or Beneficiary which was in pay status as of the beginning of the three-year period ending on the termination date of the Plan, to each such pension, based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which such pension would be least. The lowest pension in pay status during the three-year period shall be considered the pension in pay status for such period.
- (B) In the case of the pension of a Participant or Beneficiary which would have been in pay status as of the beginning of such three-year period, if the Participant had retired prior to the beginning of the three-year period and if the Participant's pension has commenced (in the normal form) as of the beginning of such period, to each such pension based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which the pension would be the least.
- (ii) Second, to all other benefits (if any) of the individuals under the Plan guaranteed under Title IV of ERISA.
- (iii) Third, to all other vested benefits under the Plan.
- (iv) Fourth, to all other benefits under the Plan.

(c) **Allocation Procedure**

For purposes of paragraph (b) above:

- (i) The amount allocated under paragraph (b)(i), (b)(ii), (b)(iii) or (b)(iv) above with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior paragraph of that paragraph (b).
- (ii) If the assets available for allocation under paragraph (b)(i) or (b)(ii) are insufficient to satisfy in full the benefits of all individuals that are described in this paragraph (c), the assets shall be allocated pro rata among such individuals on the basis of the present value (as of termination date) of their respective benefits described in such paragraph.
- (iii) This paragraph (c)(iii) applies if the assets available for allocation under paragraph (b)(iii) are not sufficient to satisfy in full the benefits of individuals described in that paragraph.
 - (A) If this paragraph (A) applies except as provided in paragraph (B) below, the assets shall be allocated to the benefits of individuals described in paragraph (b)(iii) above on the basis of the benefits of individuals which would have been described in such paragraph

(b)(iii) above under the Plan as in effect at the beginning of the five-year period ending on the date of Plan termination.

- (B) If the assets available for allocation under paragraph (A) above are sufficient to satisfy in full the benefits described in such paragraph (without regard to this paragraph (c)(iii)), then for purposes of paragraph (A) above, benefits of individuals described in such paragraph shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such five-year period under which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in paragraph (A) on the basis of the Plan as amended by the next succeeding Plan amendment effective during such period.

The provisions of this Section 12.03 are intended to comply with the requirements of ERISA and regulations promulgated thereunder. Should ERISA, as amended, or such regulations require any different allocation of assets, the required allocation shall apply in lieu of this Section 12.03.

12.04 SAVINGS CLAUSE

If any court or any agency of the United States Government having jurisdiction over the Plan shall determine that any provision of the Plan is unlawful or adversely affects the tax-exempt status of the Fund as a qualified pension plan, then such provision shall be suspended and the Trustees shall, if possible, provide an appropriate substitute thereof.

12.05 MERGER

The Fund may be merged and/or consolidated with another pension plan, but only if each Participant in the Plan is entitled to an Accrued Benefit immediately following such merger and/or consolidation which is at least equal to the Accrued Benefit of such Participant immediately before such merger and/or consolidation.

12.06 MISSING PARTICIPANTS

Upon termination of the Plan, benefits of missing Participants shall be treated in accordance with Section 4050 of ERISA.

ARTICLE XIII

PARTIAL PENSIONS UNDER RECIPROCAL AGREEMENT

SECTION:

13.01 PURPOSE

Partial pensions are provided under the Plan for Employees who would otherwise lack sufficient years of Pension 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.

13.02 RELATED PLANS

In their sole and exclusive discretion, the Trustees may recognize one or more other pension plans which have executed a Reciprocal Agreement to which the Plan is a party, as a "Related Plan."

13.03 RELATED PENSION CREDIT

Years of Pension Credit accumulated and maintained by an Employee under a Related Plan shall be recognized under the Plan as "Related Pension Credit." The Trustees shall compute Related Pension Credit on the basis on which that credit has been earned and granted under the Related Plan and certified by the Related Plan to the Fund.

13.04 COMBINED PENSION CREDIT

The total of an Employee's years of Pension Credit under the Plan and Related Pension Credit comprise the Employee's years of Combined Pension Credit. Not more than one year of Combined Pension Credit shall be counted in any Calendar Year unless the Participant has Hours of Service in the movie or pipeline industries.

13.05 PARTIAL PENSION ELIGIBILITY

An Employee shall be eligible for a Partial Pension under the Plan if the Participant satisfies all of the following requirements:

- (a) The Employee must be a Participant Actively Engaged in Covered Employment in the Plan or in a Related Plan on or after January 1, 1996;
- (b) The Participant would be eligible for any type of pension if the Participant's years of Combined Pension Credit were treated as years of Vesting Service and/or of Contributory Credit earned under Sections 4.02(a) and 5.02(a);
- (c) In addition to any other requirements necessary to be eligible under paragraph (a) above, the Participant has, under the Plan, a minimum of 12 months of Pension

Credit earned under Section 4.02(a) while working for a Legacy or Transition Employer;

- (d) The Participant is found to be (i) eligible for a Partial Pension from a Related Plan and (ii) 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, the Participant’s 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 majority of contribution hours were made on behalf of the Employee in the six consecutive calendar months immediately preceding the Participant’s retirement;
- (e) A pension is not payable to the Participant from a Related Plan independently of its provisions for a Partial Pension;
- (f) The Employee works under Collective Bargaining Agreements that conform to the Maintenance of Benefits Requirements or for Employers conforming to the Maintenance of Benefits Requirements; and
- (g) The Employee is not an Inactive Vested Participant at the Participant’s Effective Date and is applying for a Partial Pension under this Article XIII prior to Normal Retirement Age.

An Employee who is entitled to a pension other than a Partial Pension from the Plan or a Related Plan may elect to waive the other pension and qualify for the Partial Pension.

13.06 ELECTION OF PENSION

If an Employee is eligible for more than one type of pension or option under the Plan, the Participant shall be entitled to elect the type of pension or option the Participant is to receive.

13.07 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 the Plan taking into account the Participant’s Combined Pension Credit shall be determined; then
- (b) The Participant’s years of Pension Credit earned under Section 4.02(a) in accordance with the Plan, shall be divided by the total amount of Combined Pension Credit earned by the Employee; then
- (c) The fraction so determined in paragraph (b) shall be multiplied by the pension amount determined in paragraph (a), and the result shall be the Partial Pension amount payable by the Plan.

13.08 PAYMENT OF PARTIAL PENSIONS

The payment of a Partial Pension shall be subject to all the conditions contained in the Plan applicable to other types of pensions including, but not limited to, retirement as herein defined and timely submission of a Pension Application. Partial Pension payments subject to this Article XIII shall be limited to monthly pension payments to a Pensioner or to monthly payments or death benefits to the survivor of a Pensioner.

13.09 TERMINATION OF PARTIAL PENSION

The Trustees may eliminate the Partial Pension benefit upon giving 90 days' notice to Participants and to all other plans of their intentions to do so.

ARTICLE XIV
AMENDMENTS

SECTION:

14.01 AMENDMENT

The Plan may be amended at any time by a vote of the Trustees, consistent with the provisions of the Trust Agreement. No amendment may decrease the Accrued Benefit of any Participant, except:

- (a) as necessary to establish or maintain the qualification of the Plan or the Fund under the Code and to maintain compliance of the Plan with the requirements of ERISA;
- (b) if the amendment meets the requirements of Section 301(c)(8) of ERISA and Section 412(c)(8) of the Code, and the Secretary of Labor has been notified of such amendment and has either approved of it or, within 90 days after the date on which such notice was filed, failed to disapprove; or
- (c) as allowed under the Pension Protection Act of 2006 (as well as any successor act or interpretations thereof) governing pension plans classified as Critical or Critical and Declining.

14.02 PLANS REQUIRED BY THE PENSION PROTECTION ACT

Any Plan adopted by the Trustees that is required by the Pension Protection Act of 2006 (as well as any successor act or interpretations thereof) will be considered an amendment to the Plan in accordance with this Article XIV.

ARTICLE XV
EMPLOYER WITHDRAWAL LIABILITY

SECTION:

15.01 PREAMBLE AND DEFINITIONS

(a) Preamble

This Article XV sets forth and describes the Plan's rules 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

(i) New Employer

"New Employer" means an Employer who has been accepted to participate or re-enter the Fund by the Trustees and (A) first became obligated to contribute under the Fund after May 28, 2010, or (B) had withdrawn from the Fund, and has paid or is paying its assessed withdrawal liability under terms and conditions approved by the Trustees.

(ii) Existing Employer

"Existing Employer" means any Employer other than a New Employer.

(iii) 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.

(iv) Directly Attributable Assets

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

(A) The share of administrative expenses allocated to the New Employer Pool's directly attributable assets is equal to the total Fund administrative expenses multiplied by the ratio of New Employer

contributions for the Plan Year to all Employer contributions for the Plan Year.

- (B) 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 Fund'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:

$$\text{Return} = \text{Net Investment Income} \div \text{Average Assets}$$

where Average Assets = Sum of Market Value at the start and end of the Plan Year less Net Investment Income.

15.02 CALCULATION OF WITHDRAWAL LIABILITY

Effective for withdrawals that occur on or after October 1, 2010, the Fund shall create two pools of unfunded vested benefits. The first pool shall be known as the "New Employer Pool" and the second 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 consists of all Fund 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 Fund shall be the unfunded vested benefits allocable to such New Employer using the direct attribution method under ERISA Section 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 Fund, the New Employer Pool and the Existing Employer Pool will be treated as if they were two separate and distinct multiemployer plans (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 Fund shall be equal to the product of (i) and (ii) described below:

- (i) The unfunded vested benefits of the Existing Employer Pool as of end of the Plan Year preceding the Plan Year in which the Employer withdraws, less the value as of the end of such Plan Year of all outstanding claims for

withdrawal liability which can be reasonably collected from Existing Employers withdrawing before such year, and

(ii) A fraction:

(A) the numerator of which is the total amount required to be contributed under the Plan by the Employer for the last 10 Plan Years ending before the date on which the Employer withdraws, and

(B) the denominator of which is the total amount contributed under the Plan by Existing Employers for the last 10 Plan Years ending before the date on which the Employer withdraws, increased by any contributions of Existing Employers owed with respect to earlier periods which were collected in those Plan Years, and decreased by any amount contributed by Existing Employers who withdrew from the Fund during those Plan Years.

(c) **Existing Employers Who First Suspend Contributions in Plan Year 2008 (“2008 Suspending Employers”)**

The amount of unfunded vested benefits allocable to any 2008 Suspending Employer who withdraws from the Fund subsequent to September 30, 2008, shall be equal to the sum of (i) and (ii) described below:

(i) the unfunded vested benefits allocable to the 2008 Suspending Employer as if it withdrew on the day immediately preceding the day on which the 2008 Suspending Employer resumed contributions to the Fund; and

(ii) the unfunded vested benefits computed using the direct attribution method for service after resumption of contributions to the Fund. For the purposes of Section 15.02(b)(ii), the numerator of the fraction for any 2008 Suspending Employer shall include imputed hours and contribution amounts as required under the applicable Collective Bargaining Agreement during the period of suspension until resumption of contributions to the Fund.

15.03 CESSATION OF EXISTING EMPLOYER POOL

If all Existing Employers cease to be obligated to contribute to the Fund, the New Employer Pool and the Existing Employer Pool shall be discontinued and the Fund shall use the one-pool rolling 10-year method 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 Plan Years prior to the date of the mass withdrawal shall not be subject to or assessed any reallocation liability.

15.04 CESSATION OF NEW EMPLOYER POOL

If in any Plan Year all New Employers cease to be obligated to contribute to the Fund, the New Employer Pool and the Existing Employer Pool shall be discontinued and the Plan shall use the one-pool rolling 10-year method to determine allocable unfunded vested benefits for withdrawals that occur in the following Plan Year. Should an Employer subsequently commence participation in the Fund 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.

15.05 SPECIAL RULES WITH RESPECT TO EMPLOYER CONTRIBUTIONS

For purposes of determining the fraction defined in Section 15.02(b)(ii), the amount of Employer Contributions made or contributed with respect to a Plan Year shall be the amount of Employer Contributions accrued in the Plan Year if received within one and one-half months after the end of the Plan Year plus any contributions received in that period that accrued earlier but were not included as contributions with respect to any earlier Plan Years.

15.06 PAYMENT OF WITHDRAWAL LIABILITY

- (a) The amount of payment shall be calculated as follows:
 - (i) Except as provided in paragraph (ii) below, and in paragraphs (c) and (d) below, the Employer shall pay the amount determined under Section 15.02 appropriately adjusted for partial withdrawal and *de minimis* reductions of \$50,000 or less as provided in ERISA Sections 4206 and 4209(a), over the period of years required to amortize the amount in level annual payments determined under paragraph (iii) below, calculated as if the first payment were made on the first day of the Plan Year following the Plan Year in which the withdrawal occurs and as if each subsequent payment were made on the first day of each subsequent Plan Year. Such amortization period shall be determined based on actuarial assumptions used in the most recent actuarial valuation of the Fund completed under ERISA Section 4213.
 - (ii) If the amortization period described in paragraph (i) above exceeds 20 years, the liability of the Employer shall be limited to the first 20 annual payments determined in paragraph (iii) below.
 - (iii) Except as provided in paragraph (v) below, the amount of each annual payment shall be the product of:
 - (A) the average number of hours of contributions for the three consecutive Plan Years during the 10 consecutive Plan Years ending before the date of withdrawal in which the Employer had an obligation to contribute to the Fund for the greatest number of hours of contributions; and

- (B) the highest Contribution Rate at which the employer had an obligation to contribute to the Fund during the 10 Plan Years ending with the Plan Year in which the withdrawal occurs.
- (iv) In the event of a withdrawal of all or substantially all Employers which contribute to the Fund (as described in Section 4219(c)(1)(D) of ERISA), paragraph (ii) above shall not apply, and total unfunded vested benefits shall be allocated among all such Employers according to the regulations established by the Pension Benefit Guaranty Corporation (the "PBGC").
- (v) As described in Section 4219(c)(1)(E) of ERISA, the amount of annual payment may be adjusted in the event of a partial withdrawal.
- (vi) Existing Employers Who First Suspend Contributions in Plan Year 2008 ("2008 Suspending Employers"): the amount of each annual payment in paragraph (iii) above payable by any 2008 Suspending Employer who withdraws from the Fund subsequent to September 30, 2008, shall be no less than the amount calculated under paragraph (iii) above as if the 2008 Suspending Employer withdrew on the day immediately preceding the day on which the 2008 Suspending Employer resumed contributions to the Fund and, for the purposes of Section 15.06(a)(iii)(B), the highest Contribution Rate shall be computed including the Contribution Rates under the applicable Collective Bargaining Agreement during the period of suspension until resumption of contributions to the Fund.
- (b) Withdrawal liability shall be payable monthly, according to the schedule determined by the Trustees. Payments of withdrawal liability shall commence no later than 60 days after demand is made therefor by the Trustees.
- (c) An Employer shall be entitled to prepay its withdrawal liability and accrued interest without penalty.
- (d) Non-payment by an Employer of any amounts due shall not relieve any other Employer from its obligation to make payment. In accordance with Section 502(g)(2) of ERISA, the Trustees shall establish the rate of interest to be paid by Employers on delinquent contributions; and further, liquidated damages shall be assessed in an amount of 20% of the amount of the delinquency, or such higher percentage as may be permitted under Federal or State law, plus reasonable attorneys' fees and costs of the action.
- (e) In the event of a default, the outstanding amount of the withdrawal liability shall immediately become due and payable. A default occurs if:
 - (i) the Employer fails to make, when due, any payments of withdrawal liability, if such failure is not cured within 60 days after such Employer receives written notification from the Fund of such failure; or

- (ii) the Trustees deem the Fund insecure as a result of any of the following events with respect to the Employer:
 - (A) the Employer's insolvency, or any assignment by the Employer for the benefit of creditors, or the Employer's calling of a meeting of creditors for the purpose of offering a composition or extension to such creditors, or the Employer's appointment of a committee of creditors or liquidating agent, or the Employer's offer of a composition or extension to creditors.
 - (B) The Employer's failure or liability to pay its debts as they become due.
 - (C) The commencement of any proceedings by or against the Employer (with or without the Employer's consent) pursuant to any bankruptcy or insolvency laws or any laws relating to the relief of debtors, or the readjustment, composition, or extension of indebtedness, or to the liquidation, receivership, dissolution, or reorganization of debtors.
 - (D) The withdrawal, revocation, or suspension, by any governmental or judicial entity or by any national securities exchange or association, of any charter, license, authorization, or registration required by the Employer in the conduct of its business.
 - (E) Any other event or circumstance which in the judgment of the Trustees materially impairs the Employer's creditworthiness or the Employer's ability to pay its withdrawal liability when due.

15.07 RESOLUTION OF DISPUTES

Any dispute concerning whether a complete or partial withdrawal has occurred, the amount and/or payment of any withdrawal liability or any other matter pertaining to ERISA Sections 4201 through 4219 and ERISA Section 4225 shall be resolved in accordance with ERISA Sections 4219 and 4221.

Arbitration of all withdrawal liability disputes shall proceed in accordance with the Multiemployer Pension Plan Arbitration Rules for Withdrawal Liability Disputes of the American Arbitration Association ("AAA Rules"), except as otherwise provided herein.

(a) Manner of Initiation

Arbitration shall be initiated in accordance with the AAA Rules, with written notice to the Boston Regional Office of the American Arbitration Association ("AAA") and copies to the Plan, or, if initiated by the Fund, to the Employer, and the bargaining representative, if any, of the affected Employees of the Employer. The initial filing fee is to be paid by the party initiating the arbitration proceeding.

Arbitration is timely initiated, if received by the AAA along with the initial filing fee within the time period prescribed in ERISA Section 4221(a)(1).

(b) Venue

Arbitration of all withdrawal liability disputes shall be conducted in Boston, Massachusetts.

(c) Statement of Issues

The Employer shall file with the AAA and serve upon the Fund at the same time it initiates arbitration a Statement of Issues. Each Statement of Issues shall contain:


- (i) a complete and detailed list of the issues the Employer intends to submit to arbitration;
- (ii) a statement of the factual and legal contentions of the party with respect to each of the issues before the arbitrator; and
- (iii) a statement of relief sought by the party.

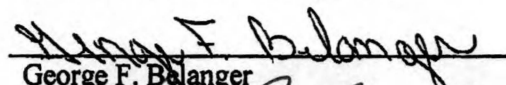
The employer shall not include in its Statement of Issues any issue not initially raised in its request for review under ERISA Section 4219(b)(2)(A), and the arbitrator shall have no authority to allow the submission of additional issues.

[SIGNATURE PAGE FOLLOWS]

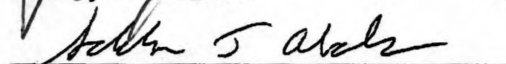
IN WITNESS WHEREOF, the undersigned duly appointed Trustees do cause this amended and restated Rules and Regulations for the New England Teamsters Pension Fund to be approved and executed this 4th day of August, 2022.

UNION TRUSTEES


Sean M. O'Brien, Co-Chairman


George F. Balanger


Jeffrey S. Padellaro


Salvatore J. Abate

EMPLOYER TRUSTEES


Christopher J. Langan, Co-Chairman


Dennis McGuire


Jason Paradis

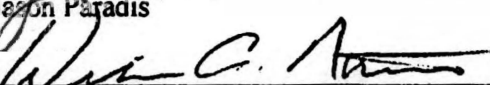

William Nations

TABLE 1A

**FRACTIONAL CONTRIBUTORY CREDIT FOR HOURS OF SERVICE
WITH A LEGACY OR TRANSITION EMPLOYER**

Hours of Service in Calendar Year For Which Contributions To The Fund Are Required	Months of Contributory Credit For Calendar Year
Less than 375	0
375 – 449	2
450 – 599	3
600 – 749	4
750 – 829	5
830 – 999	6
1,000 - 1,149	7
1,150 - 1,299	8
1,300 - 1,499	9
1,500 - 1,649	10
1,650 - 1,799	11
1,800 and above	12
In the period January 1, 1976 through December 31, 1979, Contributory Credit shall be granted as follows in lieu of the Contributory Credit set forth above.	
Less than 150	0
150 – 299	1
300 – 449	2
450 – 599	3
600 – 749	4
750 – 829	5
830 – 999	6
1,000 - 1,149	7
1,150 - 1,299	8
1,300 - 1,499	9
1,500 - 1,649	10
1,650 - 1,799	11
1,800 and above	12

Note: For Hours of Service worked prior to October 1, 1979, Contributory Credit will accrue only for those Hours of Service for which contributions were paid to the Fund.

TABLE 1B

**CONTRIBUTORY CREDIT FOR HOURS OF SERVICE
EARNED IN SPECIFIC INDUSTRIES IN EXCESS OF 1,800**

Table 1B is effective January 1, 1998, solely for Hours of Service with a Legacy or Transition Employer worked in the Movie or Pipeline Industry or on the Central Artery/Tunnel Project.

Hours of Service in Calendar Year For Which Contributions To The Fund Are Required	Months of Contributory Credit For Calendar Year
1,800 - 2,229	12
2,230 - 2,379	13
2,380 - 2,529	14
2,530 - 2,679	15
2,680 - 2,829	16
2,830 - 2,979	17
2,980 - 3,129	18
3,130 - 3,279	19
3,280 - 3,429	20
3,430 - 3,579	21
3,580 - 3,729	22
3,730 - 3,879	23
3,880 - 4,029	24
4,030 - 4,179	25
4,180 - 4,329	26
4,330 - 4,479	27
4,480 - 4,629	28
4,630 - 4,779	29
4,780 and above	30

TABLE 1C

**FRACTIONAL CONTRIBUTORY CREDIT FOR HOURS OF SERVICE
WITH A NEW EMPLOYER**

Hours of Service in Calendar Year For Which Contributions To The Fund Are Required	Months of Contributory Credit For Calendar Year
Less than 750	0
750 – 999	6
1,000 - 1,999	7
1,200 - 1,399	8
1,400 - 1,599	9
1,600 - 1,799	10
1,800 - 1,999	11
2,000 and above	12

TABLE 2A

**CONTRIBUTORY SERVICE ACCRUAL
FOR EACH YEAR OF CONTRIBUTORY CREDIT
EARNED THROUGH DECEMBER 31, 1986**

(For Participants With 6 Months of Contributory Credit Earned On and After January 1, 1991)

Contributory Service Accrual for Contributory Credit Through December 31, 1986	
Pre-1987 Approved Contribution Rate	Monthly Contributory Service Accrual Payable at Age 64 for Each Year of Contributory Credit
	Pensions Effective On or After 10/1/2000
\$0.36	\$15.00
0.42	18.00
0.49	22.00
0.57	26.00
0.60	27.00
0.71	31.00
0.82	36.00
0.92	40.00
1.04	47.00
1.14	50.00
1.24	54.00
1.30	54.00
1.41	54.00
1.56	54.00
1.61-1.66-1.71	65.00

Notes: The Approved Hourly Contribution Rate is the highest rate from this Table 2A which is less than or equal to the actual hourly Contribution Rate made on the Participant's behalf.

A Collective Bargaining Agreement qualifies for the \$1.61-\$1.66-\$1.71 Contribution Rate once contributions are first made at \$1.61 per hour or more for a period scheduled to be 12 months or less and either (a) contributions for the next two 12 month periods will be made at least at \$1.66 and \$1.71 per hour or (b) contributions for the next 12 month period will be made at least at \$1.71 per hour.

* These monthly Contributory Service Accrual amounts also apply to Pension Credit earned after 1986 and prior to 1995 for contributions at hourly rates under \$0.60.

TABLE 2B

**CONTRIBUTORY SERVICE ACCRUAL
FOR EACH YEAR OF CONTRIBUTORY CREDIT
EARNED BETWEEN JANUARY 1, 1987 AND JULY 31, 2005**

(For Participants With 6 Months of Contributory Credit Earned Between January 1, 1991 and July 31, 2005)

Contributory Service Accrual for Pension Credit Between January 1, 1987 and July 31, 2005		Contributory Service Accrual for Pension Credit Between January 1, 1987 and July 31, 2005		Contributory Service Accrual for Pension Credit Between January 1, 1987 and July 31, 2005	
Approved Hourly Contribution Rate	Monthly Contributory Service Accrual Payable at Age 64 for Each Year of Pension Credit	Approved Hourly Contribution Rate	Monthly Contributory Service Accrual Payable at Age 64 for Each Year of Pension Credit	Approved Hourly Contribution Rate	Monthly Contributory Service Accrual Payable at Age 64 for Each Year of Pension Credit
\$ 0.15*	\$ 6.00	\$ 2.46	\$ 162.30	\$ 4.26	\$ 232.00
0.20*	8.00	2.51	166.70	4.31	234.00
0.25*	11.25	2.56	171.20	4.36	236.00
0.30*	15.00	2.61	171.20	4.41	238.00
0.35*	17.50	2.66	171.20	4.46	240.00
0.40*	20.00	2.71	173.00	4.51	242.00
0.45*	22.50	2.76	174.80	4.56	244.00
0.50*	25.00	2.81	176.60	4.61	246.00
0.55*	27.50	2.86	178.40	4.66	248.00
0.60	31.00	2.91	180.20	4.71	250.00
0.71	35.10	2.96	182.00	4.76	252.00
0.82	41.30	3.01	183.80	4.81	254.00
0.92	45.40	3.06	185.60	4.86	256.00
1.04	53.70	3.11	187.40	4.91	258.00
1.14	57.80	3.16	189.20	4.96	260.00
1.24	61.80	3.21	191.00	5.01	262.00
1.30	65.60	3.26	192.80	5.06	264.00
1.41	73.60	3.31	194.60	5.11	266.00
1.56	84.60	3.36	196.40	5.16	268.00
1.61	88.40	3.41	198.20	5.21	270.00
1.66	92.10	3.46	200.00	5.26	272.00
1.71	95.70	3.51	202.00	5.31	274.00
1.76	100.15	3.56	204.00	5.36	276.00
1.81	104.60	3.61	206.00	5.41	278.00
1.86	109.00	3.66	208.00	5.46	280.00
1.91	113.40	3.71	210.00	5.51	282.00
1.96	117.90	3.76	212.00	5.56	284.00
2.01	122.30	3.81	214.00	5.61	286.00
2.06	126.80	3.86	216.00	5.66	288.00
2.11	131.20	3.91	218.00	5.71	290.00
2.16	135.60	3.96	220.00	5.76	292.00
2.21	140.10	4.01	222.00	5.81	294.00
2.26	144.50	4.06	224.00	5.86	296.00
2.31	149.00	4.11	226.00	5.91	298.00
2.36	153.40	4.16	228.00	5.96	300.00
2.41	157.80	4.21	230.00		

Notes: The approved Hourly Contribution Rate is the highest rate from this Table 2B which is less than or equal to the actual hourly Contribution Rate made on the Participant's behalf.
A collective Bargaining Agreement qualifies for the \$1.61-\$1.66-\$1.71 Contribution Rate once contributions are first made at \$1.61 per hour or more for a period scheduled to be 12 months or less and either (a) contributions for the next two 12 month periods will be made at least at \$1.66 and \$1.71 per hour or (b) contributions for the next 12 month period will be made at least at \$1.71 per hour.
* Effective July 1, 1995.

TABLE 2C

**FROZEN ACCRUAL VALUE
FOR EACH YEAR OF CONTRIBUTORY CREDIT
EARNED AFTER JULY 31, 2005**

(For Participants Contributory Credit Earned On and After July 31, 2005)

Frozen Accrual Value for Pension Credit Beginning July 31, 2005		Frozen Accrual Value for Pension Credit Beginning July 31, 2005		Frozen Accrual Value for Pension Credit Beginning July 31, 2005	
Approved Hourly Contribution Rate on July 31, 2005	Monthly Frozen Accrual Payable at Age 64 for Each Year of Pension Credit	Approved Hourly Contribution Rate on July 31, 2005	Monthly Frozen Accrual Payable at Age 64 for Each Year of Pension Credit	Approved Hourly Contribution Rate on July 31, 2005	Monthly Frozen Accrual Payable at Age 64 for Each Year of Pension Credit
\$ 0.15*	\$ 6.00	\$ 2.46	\$ 162.30	\$ 4.26	\$ 232.00
0.20*	8.00	2.51	166.70	4.31	234.00
0.25*	11.25	2.56	171.20	4.36	236.00
0.30*	15.00	2.61	171.20	4.41	238.00
0.35*	17.50	2.66	171.20	4.46	240.00
0.40*	20.00	2.71	173.00	4.51	242.00
0.45*	22.50	2.76	174.80	4.56	244.00
0.50*	25.00	2.81	176.60	4.61	246.00
0.55*	27.50	2.86	178.40	4.66	248.00
0.60	31.00	2.91	180.20	4.71	250.00
0.71	35.10	2.96	182.00	4.76	252.00
0.82	41.30	3.01	183.80	4.81	254.00
0.92	45.40	3.06	185.60	4.86	256.00
1.04	53.70	3.11	187.40	4.91	258.00
1.14	57.80	3.16	189.20	4.96	260.00
1.24	61.80	3.21	191.00	5.01	262.00
1.30	65.60	3.26	192.80	5.06	264.00
1.41	73.60	3.31	194.60	5.11	266.00
1.56	84.60	3.36	196.40	5.16	268.00
1.61	88.40	3.41	198.20	5.21	270.00
1.66	92.10	3.46	200.00	5.26	272.00
1.71	95.70	3.51	202.00	5.31	274.00
1.76	100.15	3.56	204.00	5.36	276.00
1.81	104.60	3.61	206.00	5.41	278.00
1.86	109.00	3.66	208.00	5.46	280.00
1.91	113.40	3.71	210.00	5.51	282.00
1.96	117.90	3.76	212.00	5.56	284.00
2.01	122.30	3.81	214.00	5.61	286.00
2.06	126.80	3.86	216.00	5.66	288.00
2.11	131.20	3.91	218.00	5.71	290.00
2.16	135.60	3.96	220.00	5.76	292.00
2.21	140.10	4.01	222.00	5.81	294.00
2.26	144.50	4.06	224.00	5.86	296.00
2.31	149.00	4.11	226.00	5.91	298.00
2.36	153.40	4.16	228.00	5.96	300.00
2.41	157.80	4.21	230.00		

TABLE 3A

**EARLY RETIREMENT REDUCTION PERCENTAGES APPLICABLE TO
ACCruED BENEFITS BASED ON CONTRIBUTORY CREDIT
WITH A LEGACY OR TRANSITION EMPLOYER**

Early Retirement Reduction Percentages shall apply to any Participant who meets the requirements for an Early Retirement Pension, a Thirty-Year Full Service Pension under Article VI, or an Early Disability Pension under Article VII, based on the Participant's Accrued Benefit determined under Section 6.01.

Age at Retirement	(I) Early Retirement Pension	(II) 30 Year Full Service Pension	(III) Early Disability Pension
64 and older	100%	100%	100%
63	95%	95%	100%
62	90%	90%	100%
61	85%	85%	100%
60	80%	80%	100%
59	72%	75%	100%
58	64%	75%	90%
57	56%	75%	82%
56	48%	N/A	74%
55	40%	N/A	66%
54	40% *	N/A	61%
53	40% *	N/A	55%
52	36% *	N/A	50%
51 and younger	36% *	N/A	50%

* Early Retirement Reduction Percentages applicable to Surviving Spouse Annuities payable under Section 9.02(b)(ii) only.

TABLE 3B

**EARLY RETIREMENT REDUCTION PERCENTAGES APPLICABLE TO
ACCRUED BENEFITS BASED ON CONTRIBUTORY CREDIT
WITH A NEW EMPLOYER**

Early Retirement Reduction Percentages shall apply to any Participant who meets the requirements for an Early Retirement Pension under Article VI based on the Participant's Accrued Benefit determined under Section 6.02.

Age at Retirement	Early Retirement Pension
65 and older	100%
64	95%
63	90%
62	85%
61	80%
60	75%
59	67%
58	59%
57	51%
56	43%
55	35%

TABLE 4
JOINT AND SURVIVOR PENSION PERCENTAGES

**To Be Applied To the Participant's Accrued Benefit determined under
Section 6.01 and Payable Under Articles VI, VII, VIII and IX**

Joint and Survivor Pension			
Survivor Benefit Percentage	50%	75%	100%
Pension Reduction	15%	20%	25%
	Benefit Paid as Percent of Participant's Unreduced Annuity Amount		
While Pensioner and Qualified Spouse Are Both Alive	85%	80%	75%
To Pensioner Following Qualified Spouse's Death	85%	80%	75%
To Qualified Spouse Following Pensioner's Death	42.5%	60%	75%
Joint and Survivor Pension With "Pop-Up"			
Survivor Benefit Percentage	50%	75%	100%
Pension Reduction	16%	21%	26%
	Benefit Paid as Percent of Participant's Unreduced Annuity Amount		
While Pensioner and Qualified Spouse Are Both Alive	84%	79%	74%
To Pensioner Following Qualified Spouse's Death	100%	100%	100%
To Qualified Spouse Following Pensioner's Death	42%	59.25%	74%

TABLE 5

CALCULATION OF RESUMED AMOUNT FOLLOWING SUSPENSION

The calculation of the resumed amount shall be determined as follows:

- Step 1: Multiply the monthly pension benefit paid times the factor in Part 1 based on the years and months of payments.
- Step 2: Multiply the amount calculated in Step 1 by the factor in Part 2, based on the years and months of benefit suspension.
- Step 3: Divide the amount calculated in Step 2 by the factor in Part 3, based on the Pensioner's age at re-retirement.
- Step 4: Adjust the new gross benefit amount at re-retirement for the form of payment and options originally elected.
- Step 5: Subtract the amount calculated in Step 4 from the amount determined in Step 3. In no event shall this resultant benefit be less than the monthly benefit amount used in Step 1.

Note: Consideration for pension payments made prior to suspension shall be recovered over the life of the Pensioner only.

TABLE 5 (continued)
CALCULATION OF RESUMED AMOUNT FOLLOWING SUSPENSION

Part 1: Accumulation Factor During Period of Pension Payments

Months

Years	0	1	2	3	4	5	6	7	8	9	10	11
0	0.0000	1.0068	2.0205	3.0411	4.0687	5.1033	6.1449	7.1936	8.2495	9.3126	10.3830	11.4606
1	12.5456	13.6380	14.7379	15.8452	16.9601	18.0826	19.2128	20.3507	21.4963	22.6498	23.8111	24.9804
2	26.1576	27.3429	28.5362	29.7377	30.9474	32.1653	33.3915	34.6261	35.8692	37.1207	38.3807	39.6493
3	40.9266	42.2126	43.5074	44.8110	46.1235	47.4450	48.7754	50.1150	51.4636	52.8215	54.1887	55.5651
4	56.9510	58.3463	59.7511	61.1656	62.5896	64.0234	65.4669	66.9203	68.3837	69.8570	71.3403	72.8338
5	74.3374	75.8514	77.3756	78.9102	80.4553	82.0110	83.5772	85.1542	86.7419	88.3404	89.9499	91.5703
6	93.2017	94.8443	96.4981	98.1632	99.8397	101.5275	103.2269	104.9379	106.6606	108.3950	110.1412	111.8994
7	113.6695	115.4517	117.2461	119.0527	120.8716	122.7030	124.5468	126.4033	128.2723	130.1542	132.0488	133.9564
8	135.8770	137.8107	139.7576	141.7178	143.6914	145.6784	147.6789	149.6931	151.7211	153.7629	155.8186	157.8883
9	159.9722	162.0703	164.1826	166.3094	168.4507	170.6066	172.7773	174.9627	177.1630	179.3783	181.6088	183.8545
10	186.1154	188.3918	190.6838	192.9913	195.3147	197.6538	200.0089	202.3801	204.7675	207.1711	209.5911	212.0277
11	214.4809	216.9508	219.4375	221.9412	224.4620	227.0000	229.5553	232.1280	234.7183	237.3263	239.9520	242.5957
12	245.2573	247.9372	250.6353	253.3518	256.0869	258.8406	261.6131	264.4045	267.2150	270.0446	272.8935	275.7619
13	278.6498	281.5575	284.4849	287.4324	290.3999	293.3877	296.3958	299.4245	302.4739	305.5440	308.6351	311.7473
14	314.8807	318.0355	321.2118	324.4097	327.6295	330.8712	334.1351	337.4212	340.7298	344.0609	347.4147	350.7914
15	354.1912	357.6141	361.0604	364.5302	368.0236	371.5409	375.0822	378.6476	382.2374	385.8517	389.4906	393.1543
16	396.8430	400.5569	404.2961	408.0608	411.8512	415.6675	419.5098	423.3783	427.2732	431.1947	435.1429	439.1180
17	443.1203	447.1498	451.2069	455.2916	459.4042	463.5449	467.7137	471.9111	476.1370	480.3918	484.6756	488.9887
18	493.3311	497.7032	502.1051	506.5370	510.9992	515.4918	520.0150	524.5691	529.1543	533.7707	538.4187	543.0983
19	547.8099	552.5536	557.3296	562.1383	566.9797	571.8542	576.7619	581.7031	586.6780	591.6869	596.7299	601.8073
20	606.9193											

TABLE 5 (continued)
CALCULATION OF RESUMED AMOUNT FOLLOWING SUSPENSION
Part 2: Accumulation Factor During Period of Pension Suspension

Months

Years	0	1	2	3	4	5	6	7	8	9	10	11
0	1.0000	1.0068	1.0137	1.0206	1.0276	1.0346	1.0416	1.0487	1.0559	1.0631	1.0703	1.0776
1	1.0850	1.0924	1.0999	1.1074	1.1149	1.1225	1.1302	1.1379	1.1456	1.1535	1.1613	1.1692
2	1.1772	1.1853	1.1933	1.2015	1.2097	1.2179	1.2262	1.2346	1.2430	1.2515	1.2600	1.2686
3	1.2773	1.2860	1.2948	1.3036	1.3125	1.3215	1.3305	1.3395	1.3487	1.3579	1.3671	1.3765
4	1.3859	1.3953	1.4048	1.4144	1.4241	1.4338	1.4436	1.4534	1.4633	1.4733	1.4834	1.4935
5	1.5037	1.5139	1.5242	1.5346	1.5451	1.5556	1.5663	1.5769	1.5877	1.5985	1.6094	1.6204
6	1.6315	1.6426	1.6538	1.6651	1.6764	1.6879	1.6994	1.7110	1.7227	1.7344	1.7462	1.7581
7	1.7701	1.7822	1.7944	1.8066	1.8189	1.8313	1.8438	1.8564	1.8691	1.8818	1.8947	1.9076
8	1.9206	1.9337	1.9469	1.9602	1.9735	1.9870	2.0006	2.0142	2.0280	2.0418	2.0557	2.0697
9	2.0839	2.0981	2.1124	2.1268	2.1413	2.1559	2.1706	2.1854	2.2003	2.2153	2.2304	2.2457
10	2.2610	2.2764	2.2919	2.3076	2.3233	2.3392	2.3551	2.3712	2.3874	2.4036	2.4200	2.4365
11	2.4532	2.4699	2.4867	2.5037	2.5208	2.5380	2.5553	2.5727	2.5903	2.6080	2.6257	2.6437
12	2.6617	2.6798	2.6981	2.7165	2.7351	2.7537	2.7725	2.7914	2.8105	2.8296	2.8489	2.8684
13	2.8879	2.9076	2.9275	2.9474	2.9675	2.9878	3.0082	3.0287	3.0493	3.0701	3.0911	3.1122
14	3.1334	3.1548	3.1763	3.1980	3.2198	3.2417	3.2639	3.2861	3.3085	3.3311	3.3538	3.3767
15	3.3997	3.4229	3.4463	3.4698	3.4935	3.5173	3.5413	3.5654	3.5898	3.6143	3.6389	3.6637
16	3.6887	3.7139	3.7392	3.7647	3.7904	3.8163	3.8423	3.8685	3.8949	3.9215	3.9482	3.9751
17	4.0023	4.0296	4.0571	4.0847	4.1126	4.1406	4.1689	4.1973	4.2260	4.2548	4.2838	4.3130
18	4.3425	4.3721	4.4019	4.4319	4.4622	4.4926	4.5232	4.5541	4.5852	4.6164	4.6479	4.6796
19	4.7116	4.7437	4.7761	4.8086	4.8414	4.8745	4.9077	4.9412	4.9749	5.0088	5.0430	5.0774
20	5.1120											

TABLE 5 (continued)
CALCULATION OF RESUMED AMOUNT FOLLOWING SUSPENSION
Part 3: Pension Conversion Factor at Most Recent Retirement Age

Months												
Years	0	1	2	3	4	5	6	7	8	9	10	11
50	123.0876	122.9694	122.8512	122.7330	122.6148	122.4966	122.3784	122.2602	122.1420	122.0238	121.9056	121.7874
51	121.6692	121.5465	121.4238	121.3011	121.1784	121.0557	120.9330	120.8103	120.6876	120.5649	120.4422	120.3195
52	120.1968	120.0692	119.9416	119.8140	119.6864	119.5588	119.4312	119.3036	119.1760	119.0484	118.9208	118.7932
53	118.6656	118.5329	118.4002	118.2675	118.1348	118.0021	117.8694	117.7367	117.6040	117.4713	117.3386	117.2059
54	117.0732	116.9351	116.7970	116.6589	116.5208	116.3827	116.2446	116.1065	115.9684	115.8303	115.6922	115.5541
55	115.4160	115.2721	115.1282	114.9843	114.8404	114.6965	114.5526	114.4087	114.2648	114.1209	113.9770	113.8331
56	113.6892	113.5390	113.3888	113.2386	113.0884	112.9382	112.7880	112.6378	112.4876	112.3374	112.1872	112.0370
57	111.8868	111.7299	111.5730	111.4161	111.2592	111.1023	110.9454	110.7885	110.6316	110.4747	110.3178	110.1609
58	110.0040	109.8402	109.6764	109.5126	109.3488	109.1850	109.0212	108.8574	108.6936	108.5298	108.3660	108.2022
59	108.0384	107.8685	107.6986	107.5287	107.3588	107.1889	107.0190	106.8491	106.6792	106.5093	106.3394	106.1695
60	105.9996	105.8239	105.6482	105.4725	105.2968	105.1211	104.9454	104.7697	104.5940	104.4183	104.2426	104.0669
61	103.8912	103.7101	103.5290	103.3479	103.1668	102.9857	102.8046	102.6235	102.4424	102.2613	102.0802	101.8991
62	101.7180	101.5312	101.3444	101.1576	100.9708	100.7840	100.5972	100.4104	100.2236	100.0368	99.8500	99.6632
63	99.4764	99.2840	99.0916	98.8992	98.7068	98.5144	98.3220	98.1296	97.9372	97.7448	97.5524	97.3600
64	97.1676	96.9702	96.7728	96.5754	96.3780	96.1806	95.9832	95.7858	95.5884	95.3910	95.1936	94.9962
65	94.7988	94.5976	94.3964	94.1952	93.9940	93.7928	93.5916	93.3904	93.1892	92.9880	92.7868	92.5856
66	92.3844	92.1808	91.9772	91.7736	91.5700	91.3664	91.1628	90.9592	90.7556	90.5520	90.3484	90.1448
67	89.9412	89.7362	89.5312	89.3262	89.1212	88.9162	88.7112	88.5062	88.3012	88.0962	87.8912	87.6862
68	87.4812	87.2750	87.0688	86.8626	86.6564	86.4502	86.2440	86.0378	85.8316	85.6254	85.4192	85.2130
69	85.0068	84.8008	84.5948	84.3888	84.1828	83.9768	83.7708	83.5648	83.3588	83.1528	82.9468	82.7408
70	82.5348	82.3309	82.1270	81.9231	81.7192	81.5153	81.3114	81.1075	80.9036	80.6997	80.4958	80.2919

TABLE 5 (continued)
CALCULATION OF RESUMED AMOUNT FOLLOWING SUSPENSION
Part 3: Pension Conversion Factor at Most Recent Retirement Age

Months

Years	0	1	2	3	4	5	6	7	8	9	10	11
71	80.0880	79.8865	79.6850	79.4835	79.2820	79.0805	78.8790	78.6775	78.4760	78.2745	78.0730	77.8715
72	77.6700	77.4691	77.2682	77.0673	76.8664	76.6655	76.4646	76.2637	76.0628	75.8619	75.6610	75.4601
73	75.2592	75.0562	74.8532	74.6502	74.4472	74.2442	74.0412	73.8382	73.6352	73.4322	73.2292	73.0262
74	72.8232	72.6167	72.4102	72.2037	71.9972	71.7907	71.5842	71.3777	71.1712	70.9647	70.7582	70.5517
75	70.3452	70.1353	69.9254	69.7155	69.5056	69.2957	69.0858	68.8759	68.6660	68.4561	68.2462	68.0363
76	67.8264	67.6152	67.4040	67.1928	66.9816	66.7704	66.5592	66.3480	66.1368	65.9256	65.7144	65.5032
77	65.2920	65.0836	64.8752	64.6668	64.4584	64.2500	64.0416	63.8332	63.6248	63.4164	63.2080	62.9996
78	62.7912	62.5884	62.3856	62.1828	61.9800	61.7772	61.5744	61.3716	61.1688	60.9660	60.7632	60.5604
79	60.3576	60.1607	59.9638	59.7669	59.5700	59.3731	59.1762	58.9793	58.7824	58.5855	58.3886	58.1917
80	57.9948	57.8056	57.6164	57.4272	57.2380	57.0488	56.8596	56.6704	56.4812	56.2920	56.1028	55.9136
81	55.7244	55.5427	55.3610	55.1793	54.9976	54.8159	54.6342	54.4525	54.2708	54.0891	53.9074	53.7257
82	53.5440	53.3694	53.1948	53.0202	52.8456	52.6710	52.4964	52.3218	52.1472	51.9726	51.7980	51.6234
83	51.4488	51.2813	51.1138	50.9463	50.7788	50.6113	50.4438	50.2763	50.1088	49.9413	49.7738	49.6063
84	49.4388	49.2780	49.1172	48.9564	48.7956	48.6348	48.4740	48.3132	48.1524	47.9916	47.8308	47.6700
85	47.5092	47.3542	47.1992	47.0442	46.8892	46.7342	46.5792	46.4242	46.2692	46.1142	45.9592	45.8042
86	45.6492	45.4995	45.3498	45.2001	45.0504	44.9007	44.7510	44.6013	44.4516	44.3019	44.1522	44.0025
87	43.8528	43.7073	43.5618	43.4163	43.2708	43.1253	42.9798	42.8343	42.6888	42.5433	42.3978	42.2523
88	42.1068	41.9654	41.8240	41.6826	41.5412	41.3998	41.2584	41.1170	40.9756	40.8342	40.6928	40.5514
89	40.4100	40.2724	40.1348	39.9972	39.8596	39.7220	39.5844	39.4468	39.3092	39.1716	39.0340	38.8964
90	38.7588	38.6252	38.4916	38.3580	38.2244	38.0908	37.9572	37.8236	37.6900	37.5564	37.4228	37.2892

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