

PENSION PLAN

AMENDED AND RESTATED EFFECTIVE JANUARY 1, 1987
AS CONSTITUTED APRIL 8, 2019



Western Conference of Teamsters Pension Trust
An Employer-Employee Jointly Administered Pension Plan —Founded 1955

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Employer Identification Number 91-6145047

WESTERN CONFERENCE OF TEAMSTERS PENSION PLAN

TABLE OF CONTENTS

		Page
<u>ARTICLES</u>		
ARTICLE ONE: INTRODUCTION		
1.1	History	1
1.2	General Information about Eligibility	1
1.3	Two Different Benefit Formulas	1
1.4	Applicable Plan Provisions — Before and After January 1, 1987	1
1.5	Organization of Plan Document/Defined Terms	2
ARTICLE TWO: PLAN PARTICIPATION		
2.1	When Active Participation Begins	2
2.2	750 Hour Requirement	2
2.3	250 Hour Requirement	2
2.4	Inactive Participant Status	2
2.5	Reinstatement of Active Participant Status	2
2.6	Termination of Participation	2
ARTICLE THREE: VESTING AND FORFEITURES		
3.1	Vesting	3
3.2	Year of Vesting Service	3
3.3	Interruption of Service	4
3.4	Forfeiture of Service	4
3.5	Effect of Forfeiture of Service	4
3.6	Special Vesting Rules	4
ARTICLE FOUR: NORMAL RETIREMENT BENEFIT		
4.1	General	5
4.2	Maximum Benefit	5
ARTICLE FIVE: CONTRIBUTION ACCOUNT BENEFITS		
5.1	Contribution Account Benefits	5
5.2	Contributory Service Benefit	5
5.3	Years of Service	6
5.4	Noncontributory Service Benefit	6
5.5	Years of Noncontributory Service	6
*5.6	Special Rules for Employees Reentering Plan After 1986	7
ARTICLE SIX: FIVE-YEAR AVERAGE BENEFITS		
6.1	Five-Year Average Benefit	7
6.2	Five-Year Average Rate	7
6.3	Prior Plan Service Credits	8
6.4	Prior Plan Future Service Credits	8
6.5	Prior Plan Past Service Credits	8
6.6	Floor Rate	8
6.7	Minimum Benefit	9

ARTICLE SEVEN: PAST EMPLOYMENT

7.1	Past Employment.....	9
7.2	Continuous Past Employment.....	9
7.3	Breaks in Continuous Past Employment.....	10
7.4	Special Past Employment.....	10
7.5	Breaks in Special Past Employment	10
7.6	Employment	11
7.7	Proof of Past Employment	11

ARTICLE EIGHT: AGE RETIREMENT BENEFITS

8.1	Eligibility.....	12
8.2	Amount.....	12
8.3	Election of a Pension Effective Date	12
8.4	Change of Pension Effective Date	12
8.5	Retirement from Employment.....	12
8.6	Automatic Retirement at Age 70	12

ARTICLE NINE: DISABILITY RETIREMENT BENEFITS

*9.1	Eligibility.....	13
9.2	Disability Pension Effective Date	13
9.3	Amount.....	13
9.4	Special Rules	14
*9.5	Disability Determinations	14
9.6	Termination of Disability Retirement Benefits.....	15

ARTICLE TEN: FORMS OF PENSION PAYMENT

10.1	Available Forms of Pension Payment.....	15
10.2	Choosing a Form of Pension.....	15
10.3	Life Only Pension	16
10.4	Employee and Spouse Pension	16
10.5	Life Only Pension with Benefit Adjustment Option.....	17
10.6	Employee and Spouse Pension with Benefit Adjustment Option.....	17
10.7	Employee and Spouse Pop Up.....	18
10.8	Optional Small Pension Cashout.....	18
10.9	Changing the Form of Pension	19
10.10	Spousal Consent Requirements	19
10.11	Plan Member's Spouse.....	20
10.12	Court-Ordered Conversion of Employee and Spouse Pension to Life Only Pension	21

ARTICLE ELEVEN: SPOUSE LIFETIME PENSIONS

11.1	Types of Spouse Lifetime Pensions.....	21
11.2	Before Retirement Spouse Lifetime Pension.....	21
11.3	Election of Spouse Pension Effective Date	22
11.4	After Retirement Spouse Lifetime Pension	23
11.5	1979 Plan Pre-Retirement Benefit to Spouse Option	24
11.6	Optional Spouse Small Pension Cashout.....	24

ARTICLE TWELVE: DEATH AND SURVIVOR BENEFITS

12.1	Before Retirement Basic Lump Sum Death Benefit.....	24
12.2	Before Retirement 48-Month Death Benefit.....	24
12.3	Optional After Retirement Lump Sum Death Benefit	25
12.4	After Retirement 4-Year Certain Death Benefit	25

	Page	
12.5	Child Survivor Benefits.....	25
12.6	Surviving Child	26
12.7	Limitation Applicable to Inactive Participants	26
 ARTICLE THIRTEEN: RECENCY, PEER & RETIREMENT FACTORS		
13.1	Recent Coverage at Retirement.....	27
13.2	Recent Coverage for Disability	27
13.3	Recent Coverage at Death.....	28
13.4	Special Recent Coverage Rules	28
13.5	Current PEER Coverage at Retirement.....	28
13.6	Current PEER Coverage for Disability	28
13.7	Current PEER Coverage at Death.....	29
13.8	Special Current PEER Coverage Rules	29
13.9	Rules for Choosing Appropriate Retirement Table	29
 ARTICLE FOURTEEN: RECIPROCAL RETIREMENT AND SURVIVOR BENEFITS		
14.1	Reciprocal Benefit Rules.....	31
 ARTICLE FIFTEEN: BENEFIT CLAIM AND ELECTION PROCEDURES		
15.1	General Requirements	31
15.2	Claim Forms/Filing of Claims	31
15.3	Information Required to Establish Claim	31
15.4	Information About Election Rights and Forms of Pensions for Plan Members.....	32
15.5	Election Period for Plan Members	32
15.6	Right to Cancel Retirement Benefit Application	32
15.7	General Election Procedures	32
15.8	Processing of Benefit Claims	33
15.9	Denied Claims	33
 ARTICLE SIXTEEN: BENEFIT CLAIM REVIEW PROCEDURES		
16.1	Right to Review of Denied Claim.....	33
16.2	Form of Request for Review	33
16.3	Time for Action by Benefits Review Committee	34
16.4	Decision by Benefits Review Committee	34
16.5	Rules and Procedures	34
 ARTICLE SEVENTEEN: GENERAL PROVISIONS		
17.1	Authority of Trustees	34
17.2	Plan Provisions Are Controlling	34
17.3	Exhaustion of Remedies.....	34
17.4	Liberalized Application of Rules	34
17.5	No Assignment of Property Rights	34
17.6	Beneficiary.....	35
17.7	Marital Status	36
17.8	Small Amounts	36
*17.9	Rounding	37
17.10	Unpaid Payments.....	37
17.11	Incapacity	37
17.12	Receipt of Documents	37
17.13	Severability.....	37
17.14	Treatment of Eligible Rollover Distributions	37
17.15	Applicable Interest Rate and Applicable Mortality Table	38
17.16	Interest on Certain Retroactive Payments.....	38

ARTICLE EIGHTEEN: REEMPLOYED PENSIONERS

18.1	Rules Affecting Reemployed Pensioners.....	38
------	--	----

ARTICLE NINETEEN: AMENDMENT AND TERMINATION OF THE PLAN

19.1	Amendment of the Plan.....	39
19.2	Termination of the Plan.....	39

ARTICLE TWENTY: DEFINITIONS

20.1	Active Participant.....	39
20.2	Adjustment Date.....	39
20.3	After Retirement Spouse Lifetime Pension	39
20.4	Age Pensioner	39
20.5	Age Retirement Benefit.....	40
20.6	Before Retirement Spouse Lifetime Pension	40
20.7	Beneficiary.....	40
20.8	Benefit Adjustment Options	40
20.9	Benefits Review Committee.....	40
20.10	Calendar Year.....	40
20.11	Child Survivor Benefit	40
20.12	Code	40
20.13	Continuous Past Employment	40
20.14	Contribution Percentage	40
20.15	Contributory Service Benefit.....	40
20.16	Covered Employee	40
20.17	Covered Employer.....	40
20.18	Covered Employment.....	40
20.19	Covered Hour	40
20.20	Disability Pension Effective Date	40
20.21	Disability Pensioner	40
20.22	Disability Retirement Benefit.....	41
20.23	Earliest Retirement Date	41
20.24	Employee.....	41
20.25	Employee and Spouse Pension	41
20.26	Employer	41
20.27	Employer Contributions	41
20.28	Employment	41
20.29	ERISA	41
20.30	First Covered Hour.....	41
20.31	500 Covered Hour Year	41
20.32	Five-Year Average Benefit	41
20.33	Five-Year Average Rate.....	41
20.34	Floor Rate	41
20.35	Forfeiture of Service	42
20.36	Hour of Noncovered Employment.....	42
20.37	Hour of Service	42
20.38	Inactive Participant.....	43
20.39	Interruption of Service	43
20.40	Latest Retirement Date.....	43
20.41	Life Only Pension	43
20.42	Lump Sum Death Benefit.....	44
20.43	Noncontributory Service Benefit.....	44
20.44	Non-Western Region Union.....	44
20.45	Normal Retirement Benefit	44
20.46	Normal Retirement Date	44
20.47	Participant.....	44
20.48	Past Employment.....	44
20.49	PEER	44

	Page	
20.50	PEER Covered Hour	44
20.51	PEER Pension Agreement.....	44
20.52	Pension Agreement	45
20.53	Pension Effective Date	45
20.54	Pensioner	46
20.55	Plan	46
20.56	Plan Member	46
20.57	Plan Year	46
20.58	Postponement Factor	46
20.59	Pre-ERISA Break in Service.....	46
20.60	Prior Plan Future Service Credits	46
20.61	Prior Plan Past Service Credits	46
20.62	Prior Plan Service Credits	46
20.63	Reciprocal Benefits	46
20.64	Retirement Benefit.....	46
20.65	Retirement Factor	46
20.66	Retirement From Employment.....	46
20.67	750 Hour Requirement	46
20.68	Special Past Employment.....	47
20.69	Special PEER Contributions	47
20.70	Spouse	47
20.71	Spouse Pension Effective Date	47
20.72	Surviving Child	47
20.73	Surviving Spouse.....	47
20.74	Survivor Benefit Rate.....	47
20.75	Trust Administrative Office	47
20.76	Trust Agreement.....	47
20.77	Trust Fund	47
20.78	Trustees	47
20.79	250 Hour Requirement	47
20.80	Union	47
20.81	Vested Participant	48
20.82	Western Region Joint Council	48
20.83	Western Region Union	48
20.84	Year of Contributory Service.....	48
20.85	Year of Noncontributory Service.....	48
20.86	Year of Service.....	48
20.87	Year of Vesting Service	48

TABLES

Table One:	Retirement Factors Under Age 62 With PEER Eligibility.....	49
Table Two:	Retirement Factors Under Age 62 With Recent Coverage and Meets Contributory Service Requirement	50
Table Three:	Retirement Factors Under Age 65 With Recent Coverage	51
Table Four:	Retirement Factors Under Age 65 Without Recent Coverage	52
Table Five:	Retirement Factors Age 65 or Over	53
Table Six:	Contributory Service Requirement	53
Table Seven:	Benefit Factors for Five-Year Average Benefits.....	54
Table Eight:	Spouse Pension Factors	55
Table Nine:	Minimum Increase Under Benefit Adjustment Options	56
Table Ten:	Special Benefit Adjustment Option Factors.....	58
Table Eleven:	Postponement Factors for Before Retirement Spouse Lifetime Pensions	60
Table Twelve:	Child Survivor Benefits	61
Table Thirteen:	Optional Lump Sum Death Benefit Factors.....	62

Table Fourteen:	Factors to Determine Reduction in Recomputed Normal Retirement Benefit under Appendix E.....	62
Table Fifteen:	Factors for 1979 Before Retirement Spouse Benefit Option under Appendix J	63

APPENDICES

APPENDIX A: RECIPROCAL RETIREMENT AND SURVIVOR BENEFITS

A.1	Purpose	65
A.2	Recognition of Reciprocating Plans.....	65
A.3	Reciprocal Retirement Benefits.....	65
A.4	Reciprocal Before Retirement Death and Survivor Benefits	66
A.5	Reciprocal After Retirement Death and Survivor Benefits	66
A.6	Amount of Reciprocal Benefits.....	66
A.7	Payment of a Reciprocal Benefit.....	67
A.8	Forfeitures and Pre-ERISA Breaks in Service.....	67
A.9	Combined Covered Hours.....	67
A.10	Combined Employer Contributions	67
A.11	Combined Past Employment.....	68
A.12	Reciprocal Peer Coverage	68
A.13	Limitations	68

APPENDIX B: NONCONTRIBUTORY SERVICE BENEFITS FOR EMPLOYEES REENTERING PLAN AFTER 1986

*B.1	Purpose	69
*B.2	Intermediate Employment	69
*B.3	Continuous Intermediate Employment	69
*B.4	Special Intermediate Employment	70
*B.5	Employment	70
B.6	Years of Service	70
B.7	Noncontributory Service Benefit.....	70
B.8	Years of Noncontributory Service	71

APPENDIX C: SUSPENSION OF BENEFITS OF REEMPLOYED AGE PENSIONERS

C.1	Forfeiture of Benefit Payments By Returning to Suspendible Employment	72
C.2	Suspension of Benefit Payments	72
C.3	Reinstatement of Benefit Payments	73
C.4	Recovery of Forfeited Benefit Payments	73
C.5	Employment Reporting and Verification Requirements.....	73
C.6	Suspendible Employment.....	74
C.7	Hours of Suspendible Employment	75
C.8	Advance Determinations About Suspendible Employment	75

APPENDIX D: PENSION INCREASES FOR REEMPLOYED AGE PENSIONERS

D.1	Eligibility for Pension Increase	76
D.2	When Pension Increase Takes Effect (Pension Increase Date)	76
D.3	Amount of Pension Increase	76
D.4	Recent Coverage	77
D.5	Current PEER Coverage	77
D.6	Additional Normal Retirement Benefits	77
D.7	Additional Contributory Service Benefit	77

	Page	
D.8	Additional Noncontributory Service Benefit	78
D.9	Additional Five-Year Average Benefit (Normal Method).....	79
D.10	Additional Five-Year Average Benefit (Alternate Method)	80
D.11	Form of Pension Increase Payment.....	81
D.12	Application and Election Procedures for Pension Increases	82
 APPENDIX E: RECOMPUTATION OF RETIREMENT BENEFITS FOR CERTAIN REEMPLOYED AGE PENSIONERS		
E.1	Eligibility for Recomputed Retirement Benefits.....	82
E.2	Amount of Recomputed Retirement Benefit.....	83
E.3	Recomputed Pension Effective Date.....	83
E.4	Form of Payment.....	84
E.5	Termination of Original Retirement Benefit.....	84
E.6	New Election Period	84
 APPENDIX F: DEATH AND SURVIVOR BENEFITS FOR REEMPLOYED PENSIONERS		
F.1	General Rule.....	84
F.2	Special Lump Sum Death Benefit	85
F.3	Survivor Benefits.....	85
F.4	After Retirement Spouse Lifetime Pension Increase (Death After Pension Increase Takes Effect)	85
F.5	After Retirement Spouse Lifetime Pension Increase (Death Before Pension Increase Takes Effect)	86
F.6	After Retirement 4-Year Certain Death Benefit (Death After Pension Increase Takes Effect)	86
F.7	After Retirement 4-Year Certain Death Benefit (Death Before Pension Increase Takes Effect)	87
F.8	Optional After Retirement Lump Sum Death Benefit	87
F.9	Recomputed After Retirement Spouse Lifetime Pension	88
F.10	Death Before Recomputed Pension Effective Date	88
 APPENDIX G: SPECIAL RULES FOR SEASONAL EMPLOYEES IN THE FOOD PROCESSING INDUSTRY		
G.1	Purpose	89
G.2	Definitions	89
G.3	Year of Vesting Service	89
G.4	Year of Contributory Service.....	90
G.5	500 Covered Hour Year	90
G.6	750 Hour Requirement.....	90
G.7	Employer Contributions	90
G.8	Disability Absences.....	90
G.9	Special Pre-ERISA Break in Service Rule	91
G.10	Special Recent Coverage Rule	91
G.11	Special Prior Plan Past Service Credit Rule	91
 APPENDIX H: GRANDFATHER PROTECTIONS FOR RETIREMENT BENEFITS		
H.1	Purpose	92
H.2	Plan Participation	92
H.3	Special Vesting Rule No. 1	92
H.4	Special Vesting Rule No. 2.....	92

	Page	
H.5	Special Vesting Rule No. 3.....	92
H.6	Special Vesting Rule No. 4.....	92
H.7	Partially Vested Participant.....	93
H.8	Earliest Retirement Date.....	93
H.9	Disability Retirement Benefits.....	93
 APPENDIX I: GRANDFATHER PROTECTIONS FOR SURVIVOR BENEFITS		
I.1	Purpose.....	94
I.2	1979 Plan Child Survivor Benefit.....	94
I.3	1984 Plan Child Survivor Benefit.....	94
I.4	1979 Plan Spouse Survivor Benefit.....	94
I.5	1984 Plan Spouse Survivor Benefit.....	95
I.6	Surviving Spouse.....	95
 APPENDIX J: 1979 PLAN BEFORE RETIREMENT SPOUSE BENEFIT OPTION		
J.1	Purpose.....	96
J.2	Spouse Benefit Provided Under Option.....	96
J.3	Charge for Option Protection.....	96
J.4	Revocation of Option Election.....	96
 APPENDIX K: SPECIAL VESTING RULES		
K.1	Purpose.....	98
K.2	Specially Vested Participant.....	98
K.3	Year of Special Vesting Service.....	98
K.4	Forfeiture of Service.....	98
K.5	Eligibility for Benefits.....	98
 APPENDIX L: DEATH AND SURVIVOR BENEFITS FOR CERTAIN PENSIONERS		
L.1	Purpose.....	99
L.2	Protected Pensioner.....	99
L.3	After Retirement Lump Sum Death Benefits.....	99
L.4	Spouse Survivor Benefits.....	100
L.5	Limitations Applicable to Certain Pensioners.....	100
 APPENDIX M: RESTORATION OF CERTAIN COVERED HOURS FORFEITED UNDER PRE-ERISA BREAK IN SERVICE RULES		
M.1	Purpose.....	101
M.2	Eligibility.....	101
M.3	Restoration of Covered Hours.....	101
M.4	Recognition of Restored Covered Hours.....	101
M.5	Recognition of Employer Contributions Payable on Restored Covered Hours.....	102
M.6	Years of Restored Contributory Service.....	102
M.7	Limitations.....	102
 APPENDIX N: PAYMENT OF EXTRA CHECKS TO PRE-1985 RETIREES AND THEIR SURVIVORS		
N.1	Purpose.....	103
N.2	Eligible Class of Extra Check Recipients.....	103
N.3	Amount of Extra Checks.....	103
N.4	Merged Plans.....	105

ARTICLE ONE

INTRODUCTION

1.1 History.

The Western Conference of Teamsters Pension Plan was established by the Trustees on April 26, 1955 to define the retirement, death and termination benefits to be provided by employer contributions to the Trust Fund, the conditions of eligibility for those benefits, the terms of payment, and other necessary or appropriate items. The Plan was initially determined by the Internal Revenue Service to be a “qualified plan” under section 401(a) of the Internal Revenue Code on May 5, 1955 and became effective May 15, 1955. Retirement benefits first became payable to eligible employees retiring effective June 1, 1957. The Plan has been amended from time to time since April 1955.

1.2 General Information about Eligibility.

To be eligible to participate in this Plan, a person must be an Employee (see Article 20.24) and he must be covered under a bona fide written labor contract between an Employer and a local union of the International Brotherhood of Teamsters (see Article 20.80) that requires the Employer to make payments to the Trust Fund and has been accepted by the Trustees as a Pension Agreement (see Article 20.52). Certain other agreements requiring payments by Employers to the Trust Fund may also qualify as Pension Agreements (see Article 20.52).

Unincorporated owners and partners are not eligible to personally participate in the Plan.

Special rules may apply to the determination of benefits for an employee who has been a corporate officer of an employer or who is a former owner, proprietor or partner.

Only the Trust Administrative Offices represent the Trustees in administering the Plan and giving information about benefit amounts, eligibility and other provisions of the Plan. No representative of any union (including union officers and business agents), of any employer or employer association, or of any other organization except the Trust Administrative Offices is authorized to provide information or interpret the Plan. In all cases, the provisions of the Plan govern.

Benefits will not be paid to persons who are found to be ineligible for coverage under the Plan even though pension contributions may have been made on their behalf.

1.3 Two Different Benefit Formulas.

The Trustees amended the Plan effective January 1, 1987 to provide two different defined benefit formulas for determining an employee’s retirement benefits.

The first is the Five-Year Average Benefit formula, which is used to determine an eligible employee’s retirement benefits for service before 1987. Under this defined benefit formula, set out in Article Six, monthly retirement benefits are based on the length of an employee’s service and the rate of employer contributions payable for his last five years of service. Although service after 1986 is not recognized for this formula, employer contribution rates payable for the employee’s service up through the end of 1991 are recognized in determining his retirement benefits under this formula.

The second formula, set out in Article Five, is the Contribution Account Benefit formula. It is used to determine an eligible employee’s retirement benefits for contributory service after 1986 and, if he is first covered by the Plan after 1986, for his noncontributory service, whenever performed. Under this defined benefit formula, monthly retirement benefits are not based directly on an employee’s length of service but instead are a function (expressed as a percentage) of the total employer contributions payable for all of his service after 1986.

1.4 Applicable Plan Provisions — Before and After January 1, 1987.

The provisions of the Plan that follow this Article apply to any Plan Member who becomes a Pensioner on or after January 1, 1987 and to any Plan Member who dies on or after January 1, 1987 but before he becomes a Pensioner. Except as provided in Article 9.6 (termination of disability retirement benefits) and Article Eighteen (reemployed pensioners), the provisions of the Plan in effect before January 1, 1987 rather than the provisions that follow this Article, apply to any Plan Member who dies or becomes a Pensioner before January 1, 1987.

1.5 Organization of Plan Document/Defined Terms.

The provisions of the Plan having general applicability are set out in Articles One through Twenty. These are followed by a set of Tables (One through Fifteen) that contain various numerical factors. Those provisions of the Plan having more limited applicability are set out in Appendices A through N.

The Plan uses a number of defined terms. Most of those terms are capitalized and listed in alphabetical order in Article Twenty together with the definition of the term or, in some cases, the location of the Article where the definition can be found. A term that is only used in an Appendix will not be listed or defined in Article Twenty. The definition of that term generally will be found in the Appendix in which that term first is used.

ARTICLE TWO

PLAN PARTICIPATION

2.1 When Active Participation Begins.

An Employee becomes an Active Participant when he first meets the 750 Hour Requirement (see Article 2.2), provided he is in Covered Employment on that date.

An Employee who is not in Covered Employment when he first meets the 750 Hour Requirement becomes an Active Participant when he first meets either of the following conditions:

- After he meets the 750 Hour Requirement, he completes a Covered Hour by December 31 of the following Calendar Year.
- After he meets the 750 Hour Requirement, he completes a Covered Hour in a Calendar Year in which he meets the 250 Hour Requirement (see Article 2.3).

2.2 750 Hour Requirement.

An Employee meets the 750 Hour Requirement when he completes 750 Hours of Service over a continuous period of not more than two Calendar Years. If an Employee has a Forfeiture of Service (see Article 3.4) and does not become an Active Participant by December 31 of the following Calendar Year, then only his Hours of Service after the Forfeiture of Service will be counted in determining whether and when he meets the 750 Hour Requirement.

2.3 250 Hour Requirement.

An Employee meets the 250 Hour Requirement in any Calendar Year in which he completes at least 250 Hours of Service.

2.4 Inactive Participant Status.

An Active Participant becomes an Inactive Participant at the end of any Calendar Year in which either one of the following conditions applies:

- He fails to complete any Covered Hours.
- He has an Interruption of Service (see Article 3.3).

2.5 Reinstatement of Active Participant Status.

An Inactive Participant again becomes an Active Participant when he completes a Covered Hour in a Calendar Year in which he meets the 250 Hour Requirement.

2.6 Termination of Participation.

Any Participant who is not a Vested Participant (see Article 3.1) loses his status as a Participant on December 31 following a Forfeiture of Service. A Vested Participant is no longer a Participant when he becomes a Pensioner.

ARTICLE THREE

VESTING AND FORFEITURES

3.1 Vesting.

The following vesting rules only apply to Participants who earn a Year of Vesting Service after December 31, 1990:

Before his Normal Retirement Date, a Participant becomes a Vested Participant when he satisfies either of the following conditions:*

- He is a Participant when he earns five Years of Vesting Service.
- He becomes an Active Participant after he earns five Years of Vesting Service.

A Participant who does not become a Vested Participant before his Normal Retirement Date becomes a Vested Participant when he satisfies either of the following conditions:

- He is an Active Participant on his Normal Retirement Date.
- He becomes an Active Participant after his Normal Retirement Date.

If a Participant is not an Active Participant on his Normal Retirement Date because of a disability, he can become a Vested Participant according to the following rules:

- He becomes a Vested Participant on his Normal Retirement Date if he meets the 250 Hour Requirement in the immediately preceding Calendar Year counting only his Hours of Service credited because of his disability.
- If he meets the 250 Hour Requirement in the Calendar Year that includes his Normal Retirement Date, counting only his Hours of Service credited because of his disability, he becomes a Vested Participant on the later of the following:
 - His Normal Retirement Date.
 - The last day of the month in which he so meets the 250 Hour Requirement.

The vesting rules that apply to Participants who do not earn a Year of Vesting Service after December 31, 1990, or who die before January 1, 1992, are the same as the vesting rules described above (excluding the footnote) except that the phrase “ten Years of Vesting Service” is substituted for the phrase “five Years of Vesting Service” each place it appears.

3.2 Year of Vesting Service.

An Employee earns a Year of Vesting Service for each Calendar Year in which he completes at least 500 Hours of Service.

If a Plan Member’s First Covered Hour is earned because he is employed as a member of a collective bargaining unit (or other unit approved by the Trustees) on the date that unit first becomes covered by the Plan and that date is on or after January 1, 2002, then each of his full years of unbroken Employment with the Employer up to his First Covered Hour will be recognized as a Year of Vesting Service solely for the purposes of Article 3.1 and only after he completes the required number of Years of Vesting Service in Calendar Years ending after his First Covered Hour. The required number is determined from the following table:

**The provisions of this paragraph do not apply to any Participant who dies before January 1, 1992. In addition, the earliest date an individual can qualify as a Vested Participant under this paragraph is the latest of the following four dates:*

- *January 1, 1992.*
- *The date the Participant earns five Years of Vesting Service.*
- *The date the Participant becomes an Active Participant.*
- *If the Participant does not earn a Year of Vesting Service during 1991, the date the Participant first earns a Year of Vesting Service after 1991.*

Plan Member's Attained Age on First Covered Hour	Number of Years of Vesting Service to be Completed after First Covered Hour
55 or over	One
54	Two
53	Three
52	Four
51 or under	Five

The determination of the Plan Member's period of unbroken Employment will be made according to the rules in Articles 7.2, 7.3, 7.5 and 7.6, substituting the term "Employment" for the terms "Continuous Past Employment" and "Past Employment." The determination of the Plan Member's years of unbroken Employment will be made according to the rules in the first paragraph of Article 5.5, substituting the term "unbroken Employment" for the term "Past Employment" and the term "year of unbroken Employment" for the term "Year of Noncontributory Service."

3.3 Interruption of Service.

A person has an Interruption of Service at the end of any Calendar Year in which he fails to complete at least 250 Hours of Service.

3.4 Forfeiture of Service.

A person who is neither a Vested Participant nor a Pensioner has a Forfeiture of Service when both of the following conditions are met:

- The person has at least five consecutive Interruptions of Service.
- The person has consecutive Interruptions of Service that equal or exceed his total Years of Vesting Service.

The above rules are to be used for determining if a person has a Forfeiture of Service at any time after 1986. To determine if a person had a Forfeiture of Service at any time before 1987, substitute "three consecutive Interruptions of Service" for "five consecutive Interruptions of Service."

Once a person becomes a Vested Participant or a Pensioner, completes ten Years of Vesting Service, or completes five Years of Vesting Service, at least one of which is after December 31, 1990, he cannot have a Forfeiture of Service.

3.5 Effect of Forfeiture of Service.

If a person has a Forfeiture of Service, all of the person's Hours of Service and employment before the Forfeiture of Service (including Covered Employment, Past Employment, Intermediate Employment (see Appendix B), Hours of Noncovered Employment and any other employment in any capacity), and any Employer Contributions based on that employment, will be disregarded for all purposes. All benefits directly or indirectly attributable to that employment are permanently forfeited.

Any Pre-ERISA Break in Service will be given the same effect as a Forfeiture of Service.

3.6 Special Vesting Rules.

Special vesting rules may apply to a Participant who earns any Covered Hours after 1988 for work with any of the Employers listed below that is covered by a Pension Agreement which is not a collective bargaining agreement:

- Any Union.
- Any Western Region Joint Council or any other subordinate body of the International Brotherhood of Teamsters that is located in the 13 western states and primarily services one or more Western Region Unions or their members.
- Any administrative agency serving the Trustees.
- The Trust Fund.

Those rules are set out in Appendix K.

ARTICLE FOUR

NORMAL RETIREMENT BENEFIT

4.1 General.

A Participant's Normal Retirement Benefit consists of:

- His Contribution Account Benefits (Article Five).
- His Five-Year Average Benefits (Article Six).

4.2 Maximum Benefit.

A Plan Member's Normal Retirement Benefit may never exceed any applicable limitation imposed by section 415 of the Code.

ARTICLE FIVE

CONTRIBUTION ACCOUNT BENEFITS

5.1 Contribution Account Benefits.

A Participant's Contribution Account Benefits consist of:

- His Contributory Service Benefit (Article 5.2).
- His Noncontributory Service Benefit (Article 5.4).

5.2 Contributory Service Benefit.

A Participant's Contributory Service Benefit is calculated by multiplying his Employer Contributions for Covered Employment during each Calendar Year beginning after 1986 and before his Pension Effective Date by the Contribution Percentage that applies to that Calendar Year. The Contribution Percentage that applies to a Calendar Year depends on two factors:

- How many Years of Service the Participant has completed by the beginning of that Calendar Year.
- When that Calendar Year occurs.

The following Table is used to determine the Contribution Percentage that applies to a Calendar Year:

CONTRIBUTION ACCOUNT BENEFIT PERCENTAGES		
Calendar Year	If the Calendar Year begins before Participant earns 20 Years of Service	If the Calendar Year begins after Participant earns 20 Years of Service
the Contribution Percentage for the Calendar Year is		
1987 through 1991	2.00%	2.65%
1992 through 1996	2.30%	3.05%
1997 through 1999	2.46%	3.26%
2000 through 2002	2.70%	3.58%
Jan. 1, 2003 through June 30, 2003	2.20%	2.92%
July 1, 2003 through Dec. 31, 2003	1.20%	1.20%
Jan. 1, 2004 through Dec 31, 2006	1.20%	1.20%
Jan. 1, 2007 through Dec 31, 2007	1.65%	1.65%
Jan. 1, 2008 through Dec 31, 2008	2.00%	2.65%
2009 and Beyond	1.20%	1.20%

Years of Service are defined in Article 5.3. See Appendix D for rules on how a reemployed Pensioner can earn an Additional Contributory Service Benefit.

5.3 Years of Service.

A Participant earns Years of Service according to the following rules:

- One Year of Service for each Calendar Year that ends within the Participant's period of Past Employment (see Article 7.1). A Participant cannot earn more than ten Years of Service based on his period of Past Employment.
- One Year of Service for each Year of Vesting Service the Participant completes in a Calendar Year that ends on or after the date of his First Covered Hour.

See Appendix M for special rules on recognition of certain Years of Restored Contributory Service as Years of Service under this Article.

5.4 Noncontributory Service Benefit.

A Participant qualifies to have a Noncontributory Service Benefit included as part of his Contribution Account Benefits if he meets all of the following requirements:

- His First Covered Hour is after 1986.
- He has any Past Employment (see Article 7.1).
- He completes at least one 500 Covered Hour Year in a Calendar Year that begins before the tenth anniversary of his First Covered Hour.

The amount of the Noncontributory Service Benefit is determined in three steps:

- First, determine how many of the Participant's Years of Noncontributory Service (see Article 5.5) can be recognized. For each 500 Covered Hour Year the Plan Member completes, the Plan will recognize two of his Years of Noncontributory Service. However, the number of Years of Noncontributory Service the Plan will recognize can never exceed the Participant's actual number of Years of Noncontributory Service.
- Second, determine the Participant's average annual Employer Contributions for his first five 500 Covered Hour Years by dividing his Employer Contributions for those Calendar Years by five. (If the Participant has fewer than five 500 Covered Hour Years, his average annual Employer Contributions are determined by dividing his Employer Contributions for all of his 500 Covered Hour Years by the number of his 500 Covered Hour Years.) In either case, do not count Employer Contributions for any Calendar Year that begins on or after the tenth anniversary of the Participant's First Covered Hour.
- Third, take the applicable percentage of his average annual Employer Contributions from the second step and multiply the result by the number of his recognized Years of Noncontributory Service from the first step. If the Plan Member's First Covered Hour is before July 1, 2003, the applicable percentage is 2%. If the Plan Member's First Covered Hour is on or after July 1, 2003, the applicable percentage is 1.2%.

5.5 Years of Noncontributory Service.

A Participant whose First Covered Hour is after 1986 is entitled to one full Year of Noncontributory Service for each completed year of Past Employment (see Article 7.1), counting from the beginning of his Past Employment up to, but not including, the date of his First Covered Hour.

If a period of Past Employment of less than one year remains (or if the Participant has less than one year of Past Employment), the Participant is entitled to 1/12th of a Year of Noncontributory Service for each completed month during that period.

In no event will the Participant be entitled to more than ten Years of Noncontributory Service.

The Trustees may adopt uniform rules under which a maximum number of Years of Noncontributory Service that is less than ten may apply to a Participant whose First Covered Hour is after December 31, 2011 if his First Covered Hour is

based on Covered Employment in a collective bargaining unit (or other unit approved by the Trustees) represented by a Non-Western Region Union or is based on Covered Employment as an Employee of a Non-Western Region Union.*

5.6 Special Rules for Employees Reentering Plan After 1986.

Appendix B sets out special rules for certain Employees who leave Covered Employment at any time and reenter the Plan after 1986 as part of a newly covered unit of Employees. Those rules relate to:

- Intermediate Employment
- Years of Noncontributory Service
- Years of Service
- Noncontributory Service Benefits

ARTICLE SIX

FIVE-YEAR AVERAGE BENEFITS

6.1 Five-Year Average Benefit.

If a Participant is an Active Participant on January 1, 1987 or attains or regains Active Participant status after January 1, 1987, his Five-Year Average Benefit is determined in three steps:

- First, determine the Participant's Five-Year Average Rate (see Article 6.2).
- Second, derive the Benefit Factor for that Rate from Table Seven.
- Third, multiply that Benefit Factor by the Participant's Prior Plan Service Credits (see Article 6.3).

If a person is not an Active Participant on January 1, 1987, his Five-Year Average Benefit equals the amount of his Normal Retirement Benefit on December 31, 1986, determined under the provisions of the Plan in effect as of December 31, 1986, unless and until he attains or regains Active Participant status after January 1, 1987.

6.2 Five-Year Average Rate.

A Participant's Five-Year Average Rate is determined in three steps:

- First, identify the Participant's five most recent 500 Covered Hour Years before 1992.
- Second, determine the Plan Member's average rate in each of his five most recent 500 Covered Hour Years before 1992 by dividing his Employer Contributions for the 500 Covered Hour Year by his Covered Hours for that 500 Covered Hour Year.
- Third, add together the average rate for each of his five most recent 500 Covered Hour Years before 1992 and divide the total by five.

If a Participant has less than five 500 Covered Hour Years before 1992, his Five-Year Average Rate equals his Floor Rate (see Article 6.6).

A Participant's Five-Year Average Rate can never be less than his Floor Rate.

A Plan Member's Five-Year Average Rate after 1986 can never be less than his Five-Year Average Rate on December 31, 1986.

When determining a Participant's Five-Year Average Rate, the following Covered Hours, and Employer Contributions for those Covered Hours, are disregarded:

- Covered Hours completed on or after his Pension Effective Date.

**Under uniform rules adopted by the Trustees pursuant to the provisions of Articles 5.5 and 7.1, no Participant whose First Covered Hour is after December 31, 2011 can qualify for more than five Years of Noncontributory Service based on his period of Past Employment if the Participant's First Covered Hour is based on Covered Employment in a collective bargaining unit (or other unit approved by the Trustees) represented by a Non-Western Region Union or is based on Covered Employment as an Employee of a Non-Western Region Union. If the unit does not satisfy the criteria established in those uniform rules for recognition of Past Employment under Article 7.1, then the Participant does not qualify for any period of Past Employment or Years of Noncontributory Service whatsoever.*

- Covered Hours completed after December 31, 1991.

This means that a Participant's Five-Year Average Rate after 1991 is always equal to his Five-Year Average Rate on December 31, 1991.

6.3 Prior Plan Service Credits.

A Participant's Prior Plan Service Credits consist of his Prior Plan Future Service Credits under Article 6.4 and his Prior Plan Past Service Credits under Article 6.5, including in each case, any fractional credit. A Participant can never have more than 33-1/3 Prior Plan Service Credits.

6.4 Prior Plan Future Service Credits.

A Participant's Prior Plan Future Service Credits equal the total of his Covered Hours before January 1, 1987 divided by 1,875.

Covered Hours after 1986 do not count toward a Participant's Prior Plan Future Service Credits.

6.5 Prior Plan Past Service Credits.

A Participant whose First Covered Hour is before 1987 is entitled to one full Prior Plan Past Service Credit for each completed year of Past Employment (see Article 7.1), counting from the beginning of his Past Employment up to, but not including, the date of his First Covered Hour.

If a period of Past Employment of less than one year remains (or if the Participant has less than one year of Past Employment), he is entitled to 1/12th of a Prior Plan Past Service Credit for each completed month during that period.

In no event will a Participant be entitled to Prior Plan Past Service Credits in excess of the limitations described below.

<u>If the Participant's First Covered Hour is in</u>	<u>Then the Maximum Number of Prior Plan Past Service Credits is</u>
1973 or before	18 ¹ / ₃
1974 through 1979	Smallest of: — 18 ¹ / ₃ , — Twice the number of his Covered Hours divided by 1,875, — Greater of 10 and the number of his Prior Plan Past Service Credits from Past Employment before 1974
1980 through 1986	Smaller of: — 10, — Twice the number of his Covered Hours divided by 1,875

A Participant will not be entitled to any Prior Plan Past Service Credit based on any employment that the San Francisco Local 85 Drivers and Helpers Pension Plan (before its merger with this Plan) took into account in determining a person's past service pension credit or future service pension credit.

6.6 Floor Rate.

A Participant's Floor Rate is determined by dividing the Participant's total Employer Contributions to date by his Covered Hours to date.

A Participant's Floor Rate after 1986 can never be less than his Floor Rate on December 31, 1986.

When determining a Participant's Floor Rate, disregard the following Covered Hours, and Employer Contributions for those Covered Hours:

- Covered Hours on or after his Pension Effective Date.
- Covered Hours after December 31, 1991.

This means that a Participant's Floor Rate after 1991 always equals his Floor Rate on December 31, 1991.

6.7 Minimum Benefit.

A Participant's Five-Year Average Benefit can never be less than his Normal Retirement Benefit on December 31, 1986 under the provisions of the Plan in effect as of that date, after giving effect to any cancellation of Service Credits and any Forfeiture of Service that may have occurred after 1986.

ARTICLE SEVEN PAST EMPLOYMENT

7.1 Past Employment.*

If a Participant's First Covered Hour is before January 1, 2012, is based on Covered Employment in a collective bargaining unit (or other unit approved by the Trustees) represented by a Western Region Union, or is based on Covered Employment as an Employee of a Western Region Union, the Participant's Past Employment includes the following:

- His Continuous Past Employment.
- His Special Past Employment.

Except as otherwise provided in uniform rules established by the Trustees, if a Participant's First Covered Hour is after December 31, 2011, the Participant does not qualify for Past Employment if his First Covered Hour is based on Covered Employment in a collective bargaining unit (or other unit approved by the Trustees) represented by a Non-Western Region Union or is based on Covered Employment as an Employee of a Non-Western Region Union. The rules established by the Trustees will include actuarial criteria for the Trustees to apply in determining whether and to what extent Employees in a unit will qualify for Past Employment and will provide that only Continuous Past Employment will be recognized as Past Employment. The rules may define any special circumstance in which the Trustees will disregard all or some part of a unit's period of coverage under another pension plan. The rules will not permit the Trustees to grant Past Employment to Employees in the unit on terms more liberal than those set forth in Article Seven.

If a Participant's First Covered Hour is before 1987, his Past Employment will be determined under the provisions of the Plan in effect on December 31, 1986 if those provisions give him more Past Employment than the provisions of Article Seven that follow.

7.2 Continuous Past Employment.

An Employee qualifies for Continuous Past Employment if all of the following conditions are met:

- He earns his First Covered Hour because he is employed as a member of a collective bargaining unit (or other unit approved by the Trustees) on the date that unit becomes covered by the Plan.
- The unit was never covered by the Plan at any time before that date, or if it was, the Trustees determine, in their sole and absolute discretion, that recognition of the unit as a "newly covered" unit for purposes of this Article and Appendix B would not be adversely selective against the Plan. The Trustees may (but need not) consider any one or more of the following factors, as well as any other factors they deem appropriate, in making this determination:
 - The length of time between the unit's prior and current Plan coverage.

**The provisions in Article 7.1 and elsewhere in the Plan relating to Non-Western Region Unions and units represented by such Unions, as added to the Plan on July 16, 2013 and as amended from time to time thereafter, expire ten years from that date; thereafter, additional new units represented by Non-Western Region Unions will no longer be permitted to participate in the Pension Plan unless the Trustees agree otherwise.*

- The number of Employees in the unit at the time its current Plan coverage commences as compared to the number of Employees in the unit at the time its prior Plan coverage ended.
- The number of Employees in the unit at the time its current Plan coverage commences who were also in the unit at the time its prior Plan coverage ended.
- The extent to which any of those Employees have incurred Forfeitures of Service during the period the unit was not covered by the Plan.
- The extent to which any of those Employees could reasonably be expected to qualify for retirement under PEER within the first six years after the unit's current Plan coverage begins assuming the Pension Agreement covering the unit at the time its current Plan coverage commences were to provide for participation in PEER/80.
- The difference, if any, between the rate of Employer Contributions that was payable on behalf of Employees in the unit at the end of its prior Plan coverage and at the beginning of its current Plan coverage.
- He is not a corporate officer on or any time before his First Covered Hour.

A collective bargaining unit becomes covered by the Plan when any Employee in the unit first performs work for which the Employer is obligated to make payments to the Trust Fund under a Pension Agreement.

An Employee has Continuous Past Employment for all unbroken Employment (see Article 7.6) with an Employer before his First Covered Hour if he is in Covered Employment with that Employer on his First Covered Hour.

7.3 Breaks in Continuous Past Employment.

An Employee has a break in Continuous Past Employment with an Employer any time he has less than 600 hours of active employment with the Employer over a continuous period of two Calendar Years that ends at least two years after his date of hire with the Employer. Employment before the break does not count towards the Employee's Continuous Past Employment. A break always occurs at the end of a Calendar Year.

The Employee will be credited with 50 hours of active employment with the Employer for any full calendar month of:

- Approved leave of absence.
- Disability absence because of illness or injury.
- Military leave, but only if the Employee returns to active employment with the Employer while his reemployment rights are protected under applicable federal law.

7.4 Special Past Employment.

An Employee has Special Past Employment for all unbroken Employment (see Article 7.6) before his First Covered Hour that meets all of the following conditions:

- The Employment is in a capacity that either is or becomes covered by a collective bargaining agreement with a Western Region Union before the Employee's First Covered Hour.
- The Employment does not qualify as part of the Employee's Continuous Past Employment.
- The Employment is on or after the Employee's 30th birthday.
- If the Employee is a corporate officer on or any time before his First Covered Hour, the Employment must be in a capacity that is covered by a collective bargaining agreement with a Western Region Union at the time the Employment is rendered.

7.5 Breaks in Special Past Employment.

An Employee has a break in Special Past Employment any time he is absent from that Employment for a continuous period of more than ten months. Employment before the break does not count towards the Employee's Special Past Employment.

An Employee's absence from Employment for any of the following reasons will be disregarded in determining if he has a break in Special Past Employment:

- Disability absence because of illness or injury.
- Military leave, but only if the Employee returns to active employment with the Employer while his reemployment rights are protected by applicable federal law.
- Absence while the Employee is in unbroken Employment that qualifies as Continuous Past Employment.

7.6 Employment.

The following rules apply in determining an Employee's Past Employment. They do not apply for any other purpose.

First, a person will be considered in Employment with an Employer while carried on the records of the Employer as an Employee in active employment or while the Employee is:

- On temporary layoff.
- On approved leave of absence.
- On disability absence because of illness or injury.
- On military leave, but only if the Employee returns to active employment with the Employer while his reemployment rights are protected under applicable federal law.

Second, Employment with an Employer that is a predecessor, successor, wholly owned subsidiary or affiliate of an Employer is considered Employment with that Employer.

Third, an Employee is considered on disability absence because of illness or injury only if he is wholly prevented from engaging in any substantial gainful activity as a result of a medically determinable physical or mental impairment. For this purpose, a determination of disability under the Federal Social Security Act will be considered conclusive proof of disability.

Fourth, if the Employee's First Covered Hour has been redetermined because of a Forfeiture of Service or a Pre-ERISA Break in Service, only Employment which follows the Employee's most recent period of Covered Employment prior to his redetermined First Covered Hour will be taken into account in determining the Employee's Past Employment.

Fifth, Employment for which an Employee becomes entitled to benefits under this Plan pursuant to a transfer of assets and liabilities under Section 4235 of ERISA will not be counted in determining the Employee's Past Employment except to the extent and under the conditions specified by the Trustees in a resolution uniformly applicable to all similarly situated persons.

7.7 Proof of Past Employment.

Past Employment will be allowed only to the extent that satisfactory proof of that Employment is provided to the Trustees. The burden of submitting that proof rests on the Participant. The Trustees may require the Participant to bear the expense of obtaining and submitting that proof. Among the proofs that may be acceptable are:

- Certification by the Employer to which the Employment was rendered.
- Certification by the local union that has the collective bargaining agreement with the Employer to which the Employment was rendered.
- Proof of employment by governmental records such as records of the Federal Social Security Administration.

ARTICLE EIGHT

AGE RETIREMENT BENEFITS

8.1 Eligibility.

A Participant must meet three conditions before he is eligible for an Age Retirement Benefit:

- He must be a Vested Participant (see Article 3.1).
- He must have reached his Earliest Retirement Date.
- He must have retired from employment (see Article 8.5) or reached his Normal Retirement Date.

8.2 Amount.

The amount of a Vested Participant's Age Retirement Benefit is determined by multiplying his Normal Retirement Benefit by his Retirement Factor from the appropriate Retirement Table (see Article 13.9).

8.3 Election of a Pension Effective Date.

A Participant who applies for an Age Retirement Benefit must elect a Pension Effective Date. That date must meet all of the following conditions:

- The date must be the first day of a calendar month.
- The date cannot be earlier than the date the Participant first meets all of the eligibility conditions for the Benefit.
- The date cannot be more than 180 days after the date the Participant makes the election.
- The date cannot be more than three months before the date the Trustees receive his application.
- The date cannot be later than his Latest Retirement Date. When necessary, this condition overrides the three-month condition.

If a Participant fails to make a proper election of a Pension Effective Date within a reasonable time after his application is received by the Trustees, his application for an Age Retirement Benefit may be denied.

8.4 Change of Pension Effective Date.

A Plan Member may elect to change his Pension Effective Date as often as he wants during his election period under Article 15.5, provided:

- His election of a new Pension Effective Date meets all the conditions applicable to the initial election of a Pension Effective Date.
- His election complies with the general election procedures in Article 15.7.
- He makes satisfactory arrangements for repayment of any Benefit payments made on the basis of the old Pension Effective Date.

8.5 Retirement from Employment.

A person who has not attained age 65 is retired from employment only when there has been a bona fide, complete severance and termination of his employment relationship with the Employer that was his most recent Covered Employer. For this purpose only, "Employer" includes all trades or businesses (whether or not incorporated) that are under common control within the meaning of section 414 of the Code and the regulations thereunder.

8.6 Automatic Retirement at Age 70.

If a Plan Member becomes a Vested Participant before his Latest Retirement Date and does not die before that date, he automatically becomes an Age Pensioner on his Latest Retirement Date if he does not apply for an Age Retirement Benefit within three months after his Latest Retirement Date. However, no Retirement Benefit payments will be made until the Plan Member or his Beneficiary complies with the Plan's benefit claim procedures (see Article Fifteen). The Plan Member's Beneficiary has no right to make any election, or revoke any election, the Plan Member is required or permitted to make.

ARTICLE NINE

DISABILITY RETIREMENT BENEFITS

9.1 Eligibility.

To be eligible for a Disability Retirement Benefit, a Plan Member must meet all of the following conditions:

- He must be a Vested Participant or an Age Pensioner.
- He must have Recent Coverage for disability (see Article 13.2).
- Except as provided in Article 9.5, he must be receiving Disability Insurance Benefits under the Federal Social Security Act, or he must have been receiving such benefits until suspension solely by application of Section 202(x) of such Act and not have lost eligibility to receive such benefits for any other reason.
- If the Plan Member is an Age Pensioner on his disability onset date, then his disability onset date must be no more than 24 months after the Pension Effective Date of his Age Retirement Benefit.
- He must be under age 65 when he meets the first three conditions.
- He must remain continuously disabled from his disability onset date to the date he meets the first three conditions.

A Plan Member is considered to be receiving Disability Insurance Benefits on the effective date of those Benefits regardless of when actual payment begins.

9.2 Disability Pension Effective Date.

A Plan Member who applies for a Disability Retirement Benefit must elect a Disability Pension Effective Date. That date must meet all of the following conditions:

- The date must be the first day of a calendar month.
- The date cannot be earlier than the first day of the month that begins on or immediately following the date the Plan Member first meets all the eligibility conditions for the Benefit.
- The date cannot be more than 180 days after the date the Plan Member makes the election.
- The date cannot be later than his Normal Retirement Date.

If a Participant fails to make a proper election of a Disability Pension Effective Date within a reasonable time after his application is received by the Trustees, his application for a Disability Retirement Benefit may be denied.

A Plan Member may elect to change his Disability Pension Effective Date as often as he wants during his election period under Article 15.5, provided the conditions of Article 8.4 are met.

9.3 Amount.

If a Plan Member is not an Age Pensioner on his Disability Pension Effective Date, his Disability Retirement Benefit equals whichever of the following is larger:

- 85% of his Normal Retirement Benefit (62% if his Disability Pension Effective Date is before 2000 and 55% if his Disability Pension Effective Date is before 1994).
- If the Plan Member has reached his Earliest Retirement Date, his Normal Retirement Benefit multiplied by his Retirement Factor from the appropriate Retirement Table (see Article 13.9).

If the Plan Member is an Age Pensioner on his Disability Pension Effective Date, his Disability Retirement Benefit is determined by multiplying the Normal Retirement Benefit used to calculate his Age Retirement Benefit by whichever of the following is larger:

- 85% (62% if his Disability Pension Effective Date is before 2000 and 55% if his Disability Pension Effective Date is before 1994).
- His Retirement Factor from the appropriate Retirement Table (see Article 13.9).

9.4 Special Rules.

The following special rules apply where a Plan Member has applied for both a Disability Retirement Benefit and an Age Retirement Benefit and both applications are approved by the Trustees:

- If the Plan Member elected a Benefit Adjustment Option and his Disability Pension Effective Date is before his Earliest Retirement Date, his election is automatically revoked retroactive to the date he became an Age Pensioner. He is then automatically assigned the Life Only Pension retroactive to his Disability Pension Effective Date unless he had a Spouse on his Disability Pension Effective Date and that person is not his Spouse on the date he becomes an Age Pensioner. In that case, he will be assigned the Employee and Spouse Pension retroactive to his Disability Pension Effective Date and his election period under Article 15.5 will be extended for 90 days beyond the date his application for a Disability Retirement Benefit is approved by the Trustees. However, the extension will only be for the purposes of Articles 10.8 and 10.9.
- His entitlement to an Age Retirement Benefit terminates with the payment for the month just before his Disability Pension Effective Date.
- His Disability Retirement Benefit replaces his Age Retirement Benefit beginning on his Disability Pension Effective Date.
- Appropriate adjustments are made in the monthly payments already made and to be made. If these adjustments result in a net overpayment to the Pensioner, the overpayment is recovered by withholding further Benefit payments until recovery is complete. If the adjustments result in a net underpayment to the Pensioner, the amount of the underpayment will be paid forthwith in a lump sum.

9.5 Disability Determinations.

A Plan Member's disability onset date is the first day of a continuous period during which the Plan Member is under a disability within the meaning of section 223(d) of the Federal Social Security Act. The sole evidence the Trustees will consider on the issue of whether a Plan Member was under a disability and if so, his disability onset date, are written determinations by the Social Security Administration pertaining to the Plan Member's entitlement to Disability Insurance Benefits under section 223 of the Federal Social Security Act, and any related written determinations by the Social Security Administration pertaining to the Plan Member's entitlement to a period of disability under section 216(i) of the Act. These determinations are final, binding and conclusive on all persons for purposes of this Plan. In the absence of written determination by the Social Security Administration that a Plan Member was under a disability (within the meaning of section 223(d) of the Act) on a given date, the Trustees will conclusively presume that the Plan Member was not under a disability on that date for purposes of Article Nine.

Unless the Trustees are furnished with a written determination from the Social Security Administration that a Plan Member had a different disability onset date, the Trustees will presume that his disability onset date was the last day of the month that began six months before the effective date of the Plan Member's Disability Insurance Benefits under the Federal Social Security Act. However, if the Trustees determine the Plan Member was not required to complete a waiting period before commencement of his Disability Insurance Benefits, the Trustees will presume that the Plan Member's disability onset date is the same as the effective date of his Disability Insurance Benefits, unless they are furnished with a written determination from the Social Security Administration that the Plan Member had a different disability onset date.

For a Plan Member who is not eligible to receive Disability Insurance Benefits solely because the Plan Member was employed by a federal, state or local government employer who did not participate in the Federal Social Security Program, a written disability determination from the Social Security Administration entitling the Plan Member to Medicare on the basis of disability under the Medicare Qualified Government Employment Program shall be recognized under this Plan as receipt of Disability Insurance Benefits for purposes of Article Nine. The Plan Member's Disability Pension Effective Date cannot be earlier than the first day of the month that begins six months following the disability onset date as determined by the Social Security Administration.

If it is established to the satisfaction of the Trustees that the Social Security Administration has failed to make any determination regarding a Plan Member's entitlement to Disability Insurance Benefits because the Plan Member is entitled to a full unreduced disability annuity under the Railroad Retirement Act, a written determination by the Railroad Retirement Board pertaining to the Plan Member's disability will be given the same effect under this Plan as a written determination by the Social Security Administration. In addition, receipt by the Plan Member of a full, unreduced disability annuity under the Railroad Retirement Act will be treated the same as receipt of Disability Insurance Benefits for purposes of Article Nine; however, the Trustees will take into account relevant differences, if any, between the conditions for receipt of Disability Insurance Benefits under the Act and the conditions for receipt of a disability annuity under the Railroad Retirement Act.

If it is established to the satisfaction of the Trustees that the Social Security Administration has failed to make any determination regarding a Plan Member's entitlement to Disability Insurance Benefits or entitlement to Medicare due to a disability under the Medicare Qualified Government Employment Program because the Plan Member was employed by a federal, state or local government employer who did not participate in the Federal Social Security Program, and was also not subject to the hospital insurance portion of the tax imposed by the Federal Insurance Contributions Act, a written determination from the employer establishing that the Plan Member is disabled and is receiving full disability benefits from that employer will be given the same effect under this Plan as a written determination of disability by the Social Security Administration. In addition, receipt by the Plan Member of disability benefits from that employer will be treated the same as receipt of Disability Insurance Benefits for purposes of Article Nine; however, the Trustees will take into account relevant differences, if any, between the conditions for receipt of Disability Insurance Benefits under the Act and the conditions for receipt of disability benefits as determined by that employer.

9.6 Termination of Disability Retirement Benefits.

A Disability Pensioner loses his entitlement to Disability Retirement Benefits at the same time as he loses his entitlement to Disability Insurance Benefits under the Federal Social Security Act, regardless of the form of Pension he is receiving, unless the loss of such entitlement is solely due to application of Section 202(x) of the Federal Social Security Act and not for any other reason. If the Disability Pensioner has not reached his Earliest Retirement Date when he loses his entitlement to Disability Insurance Benefits, his status is converted from Disability Pensioner to Vested Participant at that time.

If the Disability Pensioner has reached his Earliest Retirement Date when he loses his entitlement to Disability Insurance Benefits, he automatically becomes an Age Pensioner when he loses his entitlement to Disability Insurance Benefits. His Disability Retirement Benefit is converted to an Age Retirement Benefit payable in the same Pension form and in the same amount.

The provisions of Article 9.6 set out above apply to a Disability Pensioner whose loss of entitlement to Disability Insurance Benefits takes effect after 1994. If entitlement is lost before January 1, 1995, the provisions of the Plan in effect when the loss of entitlement takes effect govern the consequences of that loss.

ARTICLE TEN

FORMS OF PENSION PAYMENT

10.1 Available Forms of Pension Payment.

Four forms of Pensions are available to Plan Members:

- The Life Only Pension
- The Employee and Spouse Pension (Regular and Optional)
- The Life Only Pension with Benefit Adjustment Option
- The Employee and Spouse Pension (Regular and Optional) with Benefit Adjustment Option

For Plan Members whose Pension Effective Dates are after 1991, each of these forms of Pension may include, at the Plan Member's election, an Optional After Retirement Lump Sum Death Benefit (see Article 12.3).

For certain Plan Members, an Optional Small Pension Cashout may be available in lieu of all other forms of Pension payments. See Article 10.8 for details.

10.2 Choosing a Form of Pension.

If more than one form of Pension is available to a Plan Member, he must elect the form of Pension he will receive, subject to the Spousal consent requirements of Article 10.10 where applicable. If an election (and any required Spousal consent) is not received by the Trustees within a reasonable time after the Plan Member is provided information about the forms of Pension available to him, the Plan Member's application for a Retirement Benefit may be denied.

If a Plan Member whose application for a Retirement Benefit has been received by the Trustees dies on or after his Pension Effective Date but before he has elected a form of Pension, he will be deemed to have elected the following form

of Pension:

- The Life Only Pension with an Optional Lump Sum Death Benefit if the Plan Member does not have a Spouse.
- The Regular Employee and Spouse Pension with an Optional Lump Sum Death Benefit if the Plan Member has a Spouse and the Spouse consents to payment of the Plan Member's Retirement Benefit with the Optional Lump Sum Death Benefit or the Spousal consent requirement is waived.
- The Regular Employee and Spouse Pension without an Optional Lump Sum Death Benefit if the Plan Member has a Spouse but the Spouse does not consent to payment of the Plan Member's Retirement Benefit with an Optional Lump Sum Death Benefit and the Spousal consent requirement is not waived.

10.3 Life Only Pension.

The Life Only Pension provides monthly payments for a Plan Member's life equal to the amount of his Age or Disability Retirement Benefit. Monthly payments terminate when the Plan Member dies. If the Plan Member has Recent Coverage at retirement (see Article 13.1) and his Pension Effective Date is after 1991, then the Plan Member's Beneficiary may be entitled to an After Retirement 4-Year Certain Death Benefit (see Article 12.4).

The Life Only Pension is payable if either of the following conditions is met:

- The Plan Member does not have a Spouse and does not elect a Benefit Adjustment Option.
- The Plan Member elects the Life Only Pension with the consent of his Spouse (where required).

10.4 Employee and Spouse Pension (Regular and Optional).

The Plan provides two types of Employee and Spouse Pension:

- The Regular Employee and Spouse Pension
- The Optional Employee and Spouse Pension

In most cases, both types of Employee and Spouse Pension provide smaller monthly payments to the Plan Member than if the Plan Member had elected the Life Only Pension.*

The amount of the monthly payment to the Plan Member is figured as a percentage of the monthly payment the Plan Member would have received under the Life Only Pension. The percentage is derived from Table Eight. Use Part One of Table Eight for the Regular Employee and Spouse Pension. Use Part Two of Table Eight for the Optional Employee and Spouse Pension if the Plan Member has Recent Coverage at retirement (see Article 13.1). Use Part Three of Table Eight for the Optional Employee and Spouse Pension if the Plan Member does not have Recent Coverage at retirement.

With the Regular Employee and Spouse Pension, if the Plan Member dies before the Spouse, the Spouse will receive as an After Retirement Spouse Lifetime Pension (see Article 11.4) either 50% or 66-2/3% of the monthly payment to the Plan Member determined under the preceding paragraph. If the Plan Member has Recent Coverage at retirement (see Article 13.1) and his Pension Effective Date is after 1991, the Spouse will receive 66-2/3%; otherwise she will receive 50%.

With the Optional Employee and Spouse Pension, if the Plan Member dies before the Spouse, the Spouse will receive as an After Retirement Spouse Lifetime Pension 75% of the monthly payment to the Plan Member determined under the second preceding paragraph.

The Regular Employee and Spouse Pension is payable only if both of the following conditions are met:

- The Plan Member has a Spouse.
- The Plan Member does not elect to receive a Life Only Pension (with or without Benefit Adjustment Option) or an Optional Employee and Spouse Pension (with or without Benefit Adjustment Option).

The Optional Employee and Spouse Pension is payable only if both of the following conditions are met:

** If the After Retirement Spouse Lifetime Pension has little or no actuarial value because of the age of the Plan Member's Spouse, then the monthly payments to the Plan Member under one or both forms of the Employee and Spouse Pension may be equal to or larger than the monthly payments to the Plan Member under the Life Only Pension because the percentages in Table Eight take into account the actuarial value of the After Retirement 4-Year Certain Death Benefit that may be payable in conjunction with the Life Only Pension.*

- The Plan Member has a Spouse and elects the Optional Employee and Spouse Pension with the consent of his Spouse (if required).
- The Plan Member's Pension Effective Date is on or after January 1, 2009, or the distribution date of his first Retirement Benefit payment is after December 31, 2008.

10.5 Life Only Pension with Benefit Adjustment Option.

The Life Only Pension with Benefit Adjustment Option provides increased monthly payments to the Plan Member before his Adjustment Date and reduced monthly payments to the Plan Member once he reaches his Adjustment Date. Under the Age 65 Benefit Adjustment Option, the Adjustment Date is the Plan Member's 65th birthday. Under the Age 62 Benefit Adjustment Option, the Adjustment Date is the Plan Member's 62nd birthday. In either case, monthly payments to the Plan Member terminate when the Plan Member dies. If the Plan Member has Recent Coverage at retirement (see Article 13.1) and his Pension Effective Date is after 1991, then the Plan Member's Beneficiary may be entitled to an After Retirement 4-Year Certain Death Benefit (see Article 12.4).

The amount of the increased monthly payment under the Life Only Pension with Benefit Adjustment Option shall be set so that the total expected lifetime payments to the Plan Member under this form of Pension before and after the Adjustment Date are actuarially equivalent in value to the total expected lifetime payments to the Plan Member under the Life Only Pension without the Option. In no event shall the amount of the increase be less than the Plan Member's Minimum Increase Amount from Table Nine. The determination of actuarial equivalency shall be made using the "applicable interest rate" and the "applicable mortality table" for the Calendar Year that includes the Plan Member's Pension Effective Date. See Article 17.15 for the definition of "applicable interest rate" and "applicable mortality table."

The amount of the reduced monthly payment to the Plan Member under the Life Only Pension with Benefit Adjustment Option is determined by taking the amount of the increased monthly payment under the Option and subtracting from it the following amount:

- \$300 if the Adjustment Date is the Plan Member's 65th birthday.
- \$240 if the Adjustment Date is the Plan Member's 62nd birthday.

A Plan Member who has reached his Earliest Retirement Date may elect to have his Life Only Pension paid with a Benefit Adjustment Option if that Pension without the Option would be more than \$25. He may elect the Age 65 Benefit Adjustment Option if he is under age 65 or the Age 62 Benefit Adjustment Option if he is under age 62 on his Pension Effective Date.

10.6 Employee and Spouse Pension (Regular and Optional) with Benefit Adjustment Option.

The Plan provides two types of Employee and Spouse Pensions with Benefit Adjustment Option:

- The Regular Employee and Spouse Pension with Benefit Adjustment Option
- The Optional Employee and Spouse Pension with Benefit Adjustment Option

Both types of Employee and Spouse Pension with Benefit Adjustment Option provide increased monthly payments to the Plan Member before his Adjustment Date and reduced monthly payments to the Plan Member once he reaches his Adjustment Date. Under the Age 65 Benefit Adjustment Option, the Adjustment Date is the Plan Member's 65th birthday. Under the Age 62 Benefit Adjustment Option, the Adjustment Date is the Plan Member's 62nd birthday. In either case, payments to the Plan Member terminate when the Plan Member dies.

The amount of the increased monthly payment under any type of Employee and Spouse Pension with Benefit Adjustment Option shall be set so that the total expected lifetime payments to the Plan Member under this form of Pension before and after the Adjustment Date are actuarially equivalent in value to the total expected lifetime payments to the Plan Member under the same type of Employee and Spouse Pension without the Option. In no event shall the amount of the increase be less than the Plan Member's Minimum Increase Amount from Table Nine. The determination of actuarial equivalency shall be made using the "applicable interest rate" and the "applicable mortality table" for the Calendar Year that includes the Plan Member's Pension Effective Date and shall disregard the value of any payments the Plan Member might receive under the Employee and Spouse Pop Up. See Article 17.15 for the definition of "applicable interest rate" and "applicable mortality table."

The amount of the reduced monthly payment to the Plan Member under an Employee and Spouse Pension with Benefit Adjustment Option is determined by taking the amount of the increased payment under the Option and subtracting from it the following amount:

- \$300 if the Adjustment Date is the Plan Member's 65th birthday.
- \$240 if the Adjustment Date is the Plan Member's 62nd birthday.

A Plan Member who has reached his Earliest Retirement Date may elect to have his Regular or Optional Employee and Spouse Pension paid with a Benefit Adjustment Option if that Pension without the Option would be more than \$25. He may elect the Age 65 Benefit Adjustment Option if he is under age 65 on his Pension Effective Date or the Age 62 Benefit Adjustment Option if he is under age 62 on his Pension Effective Date.

The Plan Member's election to have his Regular or Optional Employee and Spouse Pension paid with a Benefit Adjustment Option does not affect the Spouse's right to receive the After Retirement Spouse Lifetime Pension under Article 11.4 or the amount of her Pension.

10.7 Employee and Spouse Pop Up.

If a Plan Member's Pension is being paid as an Employee and Spouse Pension or an Employee and Spouse Pension with Benefit Adjustment Option and the Plan Member's Spouse dies before the Plan Member, then the Plan Member qualifies for a Pop Up in his Pension provided that the monthly payments to the Plan Member under the Employee and Spouse Pension without Benefit Adjustment Option are smaller than they would have been under the Life Only Pension without Benefit Adjustment Option. Under the Pop Up, the monthly benefits the Plan Member would otherwise receive for the rest of his life are increased.

The amount of the Pop Up is determined by taking the monthly benefit the Plan Member would have received under the Life Only Pension and subtracting from it the monthly benefit the Plan Member was receiving under the Employee and Spouse Pension while his Spouse was alive. If the Plan Member elected to have his Employee and Spouse Pension paid with a Benefit Adjustment Option, the amount of the Pop Up is determined as if he had not elected the Option.

The Pop Up does not affect the determination of the amounts otherwise payable under the Employee and Spouse Pension (with or without Benefit Adjustment Option) or the amount of the After Retirement Spouse Lifetime Pension. The Pop Up is payable whether the Plan Member's Pension is being paid as a Regular or Optional Employee and Spouse Pension (with or without Benefit Adjustment Option).

10.8 Optional Small Pension Cashout.

The Optional Small Pension Cashout provides for payment to the Plan Member of a lump sum equal to the single sum value of the Plan Member's Retirement Benefits. It is payable only if all of the following conditions are met:

- The single sum value of the Plan Member's Retirement Benefit on his Pension Effective Date is more than \$5,000.00 but not more than \$10,000.00.
- The Plan Member elects the Optional Small Pension Cashout.
- If the Plan Member has a Spouse, his Spouse consents to the election of the Optional Small Pension Cashout or Spousal consent is waived (see Article 10.10).
- The Plan Member does not elect any other form of Pension payment (including the Optional Lump Sum Death Benefit).
- The scheduled distribution date of the lump sum payment would be on or after July 1, 1994.

The scheduled distribution date of the Optional Small Pension Cashout cannot be before the Plan Member's Pension Effective Date.

The amount of the Optional Small Pension Cashout will be determined on the assumption that the Benefit is payable as a Life Only Pension and will take into account, and will be in lieu of, any benefits otherwise payable in a lump sum on account of the death of the Plan Member following his Pension Effective Date.

If a Plan Member's Retirement Benefits are paid in the form of an Optional Small Pension Cashout, no After Retirement Spouse Lifetime Pension and no Child Survivor Benefits will be payable on account of the Plan Member's death. A Plan Member who receives payment of the Optional Small Pension Cashout will not thereafter be considered a Pensioner for any purpose under the Plan.

An eligible Plan Member may elect the Optional Small Pension Cashout at any time during his election period under Article 15.5. He may revoke his election of the Optional Small Pension Cashout at any time before the end of his election period. His election, and any revocation of that election, must comply with the general election procedures in Article 15.7

and must be received by the Trustees before the end of the election period.

Any election of the Small Pension Cashout, or any Spousal consent to that election, will not be effective if the election or Spousal consent is more than 180 days before the scheduled distribution date of the lump sum payment.

The provisions of Article 17.8 and any rules and procedures established by the Trustees under the authority of Article 17.8 apply to the Optional Small Pension Cashout. Except as otherwise provided therein, the actual amount of the Optional Small Pension Cashout will be determined as of the scheduled distribution date of the lump sum payment.

10.9 Changing the Form of Pension.

A Plan Member may elect to change his form of Pension as often as he wants during his election period under Article 15.5, provided:

- His election complies with the general election procedures in Article 15.7.
- The Spousal consent requirements of Article 10.10 are met, if applicable.
- He makes satisfactory arrangements for repayment of any Benefit payments made on the basis of the Pension form being changed.

10.10 Spousal Consent Requirements.

If a Plan Member has a Spouse, his election of a form of Pension will not be effective without his Spouse's consent. If the Plan Member elects to change his form of Pension, his election will not be effective without his Spouse's consent.

If a Plan Member who has a Spouse elects to have his form of Pension include the Optional After Retirement Lump Sum Death Benefit (see Article 12.3), or elects to change his form of Pension to include the Optional After Retirement Lump Sum Death Benefit, that election will not be effective without his Spouse's consent.

If a Plan Member has a Spouse, his election of a Pension Effective Date will not be effective without his Spouse's consent. If the Plan Member elects to change his Pension Effective Date, his election of a new Pension Effective Date will not be effective without his Spouse's consent.

A Spouse's consent will not be effective unless:

- The consent acknowledges the effect of the Spouse consenting to the Plan Member's elections.
- The consent is witnessed by an authorized employee of a Trust Administrative Office or by a notary public.
- The consent complies with the general election procedures in Article 15.7.
- The consent is received by the Trustees before the end of the Plan Member's election period under Article 15.5.

A Spouse may revoke her consent to a Plan Member's election of a form of Pension or his election to change his form of Pension provided:

- The revocation complies with the general election procedures in Article 15.7.
- The revocation is received by the Trustees before the end of the Plan Member's election period under Article 15.5.
- The Spouse makes satisfactory arrangements for repayment of any payments made on the basis of the Pension form to which she gave her consent.

If a Spouse revokes her consent to the Plan Member's election of a form of Pension other than the Regular Employee and Spouse Pension or the Regular Employee and Spouse Pension with Benefit Adjustment Option, the Plan Member is automatically assigned the Regular Employee and Spouse Pension without Benefit Adjustment Option. If the Spouse revokes her consent to the Plan Member's election of the Optional After Retirement Lump Sum Death Benefit, the Plan Member's election of that benefit is thereby revoked. A Spouse may not revoke her consent to a Plan Member's election of a Pension Effective Date.

The requirement of Spousal consent is waived under any of the following circumstances:

- The Spouse dies before actual payment of the Retirement Benefit begins.
- The single sum value of the Retirement Benefit (determined under Article 17.8) does not exceed the dollar limit specified in section 417(e) of the Code.
- The Plan Member establishes to the satisfaction of the Trustees that the consent may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of other circumstances prescribed in applicable federal regulations.
- The Pension Effective Date elected is after the date the Trustees provide the Plan Member with the information required by Article 15.4 and the Plan Member elects the Regular Employee and Spouse Pension (with or without Benefit Adjustment Option) and does not elect the Optional After Retirement Lump Sum Death Benefit.

Any consent by a Spouse (or waiver of a Spouse's consent) is effective only for that Spouse.

10.11 Plan Member's Spouse.

A Plan Member's Spouse is the person to whom the Plan Member is married on his Pension Effective Date. However, if the Plan Member elects a Pension Effective Date that is on or before the date the Trustees provide the Plan Member with the information required by Article 15.4 and if the Plan Member's marital status changes at any time during the period beginning with the Pension Effective Date he has elected and ending with the distribution date of his initial Retirement Benefit payment (his "initial distribution date"), the following special rules apply:

- If the Plan Member was married on his Pension Effective Date but that marriage ends before the Plan Member's initial distribution date, the person the Plan Member was married to on his Pension Effective Date will not be considered the Plan Member's Spouse for any purpose under the Plan except to the extent otherwise provided in a qualified domestic relations order.
- If the Plan Member marries after his Pension Effective Date and that marriage has not ended before the Plan Member's initial distribution date, the other party to that marriage shall be considered the Plan Member's Spouse for purposes of the Spousal consent requirements of Article 10.10 and for purposes of Article 17.6 but will not be considered the Plan Member's Spouse for purposes of determining the Plan Member's eligibility to elect either the Employee and Spouse Pension (Regular or Optional) or the Employee and Spouse Pension (Regular or Optional) with Benefit Adjustment Option with a Pension Effective Date that predates that marriage.

Article 17.7 describes the types of marriages the Trustees will recognize for this purpose.

Except as otherwise expressly provided above, termination of the marriage after the Plan Member's Pension Effective Date does not change the person's status as the Plan Member's Spouse. Nor does it affect the Spouse's right to payments under the After Retirement Spouse Lifetime Pension if the Plan Member's Retirement Benefit is payable in the form of an Employee and Spouse Pension (Regular or Optional) or an Employee and Spouse Pension (Regular or Optional) with Benefit Adjustment Option and the Spouse survives the Plan Member. However, see Article 10.12 for circumstances in which a court order entered in connection with the termination of the marriage can affect the Spouse's right to payments under the After Retirement Spouse Lifetime Pension.

The determination by the Trustees of whether a Plan Member has a Spouse and if so, the identity of the person who is his Spouse, will take into account the following:

- The Plan Member's written representations about his marital status, and about the identity of the person, if any, who is his Spouse, made in connection with his application for a Retirement Benefit.
- Credible documentary or other evidence of the Plan Member's marital status and of the identity of the person, if any, who is his Spouse, received by the Trustees in connection with his application or already contained in Trust records.

Once a Plan Member's election period under Article 15.5 ends, the following determinations by the Trustees become final and conclusive as to the rights of any person claiming to have been the Plan Member's Spouse.

- A determination that the Plan Member did not have a Spouse.
- A determination that some other person was the Plan Member's Spouse.
- A determination regarding the form of Pension assigned to the Plan Member in the absence of his election of a form of Pension.

- A determination that Spousal consent to a Plan Member’s election of a form of Pension is either not required or has been given by some other person whom the Trustees determined was the Plan Member’s Spouse.
- Any subsidiary determination to the extent based on any of the determinations described above.

The Trustees, in their sole discretion, may waive the provisions of the preceding paragraph provided that arrangements satisfactory to the Trustees are made for the repayment to the Trust Fund of all payments made on the basis of any of the determinations listed above and for the protection of the Trust Fund against any further claims based on any of those determinations.

10.12 Court-Ordered Conversion of Employee and Spouse Pension to Life Only Pension.

Normally, once a Plan Member’s election period under Article 15.5 ends, the Plan Member’s form of Pension is not subject to change. There is one exception that applies to a Plan Member who is receiving either an Employee and Spouse Pension or an Employee and Spouse Pension with Benefit Adjustment Option. The Trustees will convert the Plan Member’s form of Pension payment from an Employee and Spouse Pension to a Life Only Pension (or from an Employee and Spouse Pension with Benefit Adjustment Option to a Life Only Pension with Benefit Adjustment Option) if the Trustees receive a domestic relations order (as defined in section 414(q)(1)(B) of the Code) that provides, in a form and manner satisfactory to the Trustees, that the Plan Member’s Spouse irrevocably and unconditionally relinquishes or assigns to the Plan Member all rights under the Plan and under applicable state and Federal law to receive any portion of the After Retirement Spouse Lifetime Pension that would otherwise be payable on the Plan Member’s death.

Once the Trustees receive the court order and determine that it meets the requirements described above, the Plan Member’s Employee and Spouse Pension (or Employee and Spouse Pension with Benefit Adjustment Option) will be cancelled and replaced by a Life Only Pension (or Life Only Pension with Benefit Adjustment Option). The effective date of the cancellation and replacement (the “conversion date”) will be the later of two dates:

- The date the Trustees receive the court order.
- The effective date, if any, specified in the court order.

The monthly benefits the Plan Member will receive under the Life Only Pension (or Life Only Pension with Benefit Adjustment Option) for the rest of his life are the same as the monthly benefits he would have received under the Employee and Spouse Pension (or Employee and Spouse Pension with Benefit Adjustment Option) had his Spouse died on the conversion date (see Article 10.7).

Once the Trustees have determined that the court order meets the requirements described above, appropriate adjustments will be made in the monthly payments already made and to be made to the Plan Member and the amount of any underpayment will be paid forthwith in a lump sum. No adjustment will be made in any payments made or due for months that begin before the conversion date.

The foregoing provisions apply equally to the Regular and Optional Employee and Spouse Pension (with or without Benefit Adjustment Option).

ARTICLE ELEVEN

SPOUSE LIFETIME PENSIONS

11.1 Types of Spouse Lifetime Pensions.

The Plan provides two types of Spouse Lifetime Pensions:

- The Before Retirement Spouse Lifetime Pension (Immediate or Deferred)
- The After Retirement Spouse Lifetime Pension

11.2 Before Retirement Spouse Lifetime Pension.

The Surviving Spouse of a Vested Participant who dies before his Pension Effective Date is eligible for a Before

Retirement Spouse Lifetime Pension. The Surviving Spouse of a Plan Member who dies on or after his Latest Retirement Date (see Article 20.40) is not eligible for a Before Retirement Spouse Lifetime Pension.

An Immediate Spouse Lifetime Pension is payable if either of the following conditions is met:

- The Vested Participant dies on or after his Earliest Retirement Date.
- The Vested Participant dies after 1991 but before his Earliest Retirement Date and has Recent Coverage at death (see Article 13.3).

A Deferred Spouse Lifetime Pension is payable if all of the following conditions are met:

- The Vested Participant dies before his Earliest Retirement Date.
- His Surviving Spouse is alive on his Earliest Retirement Date.
- The Participant does not have Recent Coverage at death (see Article 13.3), or he dies before 1992.

The Before Retirement Spouse Lifetime Pension becomes payable as of the Spouse Pension Effective Date and provides monthly payments for the Surviving Spouse's life.

The amount of the monthly payment is determined as follows:

- First, multiply the Participant's Normal Retirement Benefit by his Retirement Factor from the appropriate Retirement Table (see Article 13.9), provided that if the Participant's Retirement Factor is determined under Table Two and is less than 54.4%, multiply his Normal Retirement Benefit by a Retirement Factor of 54.4%.
- Second, multiply the amount from the first step by the applicable Spouse Pension Factor from Table Eight.
- Third, take a percentage of the amount from the second step. That percentage is $66\frac{2}{3}$ if the Participant has Recent Coverage at death (see Article 13.3) and dies after 1991. Otherwise the percentage is 50.
- Fourth, if the Vested Participant dies before his Normal Retirement Date, multiply the amount from the third step by the Surviving Spouse's Postponement Factor from Table Eleven.

11.3 Election of Spouse Pension Effective Date.

The Surviving Spouse of a Vested Participant who dies before his Normal Retirement Date is eligible to elect a Spouse Pension Effective Date for her Before Retirement Spouse Lifetime Pension.

Any Spouse Pension Effective Date elected by a Surviving Spouse must meet all of the following conditions:

- The date cannot be earlier than the day after the Participant's death.
- In the case of a Deferred Before Retirement Spouse Lifetime Pension, the date cannot be earlier than the Participant's Earliest Retirement Date.
- The date must be the first day of a calendar month.
- The date cannot be more than 180 days after the date the Surviving Spouse makes the election.
- The date cannot be more than two years before the date the Trustees receive the Surviving Spouse's election.
- The date cannot be later than the first day of the month that begins on or immediately following the Participant's Normal Retirement Date. When necessary, this condition overrides the two-year condition.

The Surviving Spouse of a Vested Participant will be assigned a Spouse Pension Effective Date in either of the following circumstances:

- The Participant dies on or after his Normal Retirement Date.
- The Surviving Spouse fails to make a proper election of a Spouse Pension Effective Date within a reasonable time after her application is received by the Trustees.

The assigned date will be the first day of the month that begins on or immediately following the later of:

- The Participant's Normal Retirement Date.
- The day after the Participant's death.

A Surviving Spouse who is eligible to elect a Spouse Pension Effective Date may elect to change her Spouse Pension Effective Date (whether elected by her or assigned to her) as often as she wants during her election period, provided her election of a new Spouse Pension Effective Date meets all the conditions applicable to the initial election of a Spouse Pension Effective Date. A Surviving Spouse also may cancel a previous election of a Spouse Pension Effective Date without electing a new date in which case she will be treated as if she had never elected a Spouse Pension Effective Date.

A Surviving Spouse's election, change of election, or cancellation of an election of a Spouse Pension Effective Date must comply with the general election procedures in Article 15.7 and must be received by the Trustees before the end of the Surviving Spouse's election period.

If a Surviving Spouse has not previously elected a Spouse Pension Effective Date, her election period begins on the date she first makes a proper election of a Spouse Pension Effective Date. If the Surviving Spouse is assigned a Spouse Pension Effective Date, her election period begins on the date she first makes a proper election of a new Spouse Pension Effective Date.

A Surviving Spouse's election period ends on the later of the following dates:

- Her Spouse Pension Effective Date.
- The 60th day following the Trustees' receipt of her election of that Spouse Pension Effective Date, if an election was made.

If a Surviving Spouse properly cancels her election of a Spouse Pension Effective Date, her election period with respect to that election ends on the date her cancellation is received by the Trustees.

11.4 After Retirement Spouse Lifetime Pension.

The After Retirement Spouse Lifetime Pension is payable to the Spouse of a deceased Pensioner if all of the following conditions apply:

- The Pensioner dies on or after his Pension Effective Date.
- The Spouse survives the Pensioner.
- The Pensioner's Retirement Benefit was payable as a Regular or Optional Employee and Spouse Pension with or without Benefit Adjustment Option (see Articles 10.4 and 10.6) and that payment form was not cancelled and replaced with a Life Only Pension (with or without Benefit Adjustment Option) under Article 10.12.

The After Retirement Spouse Lifetime Pension is payable from the beginning of the month following the Pensioner's death and provides monthly payments for the life of the Pensioner's Spouse.

The amount of the monthly payment to the Spouse is determined according to the following rules:

- If the Pensioner elected to receive the Optional Employee and Spouse Pension, then the amount of the monthly payment to the Spouse is equal to 75% of the monthly payment to the Pensioner.
- If the Pensioner elected the Regular Employee and Spouse Pension, had Recent Coverage at retirement (see Article 13.1) and his Pension Effective Date was after 1991, then the amount of the monthly payment to the Spouse is equal to 66 2/3% of the monthly payment to the Pensioner.
- If the Pensioner elected the Regular Employee and Spouse Pension and either he did not have Recent Coverage at retirement or his Pension Effective Date was before 1992, the amount of the monthly payment to the Spouse is equal to 50% of the monthly payment to the Pensioner.

- If the Pensioner elected to have his Regular or Optional Employee and Spouse Pension paid with a Benefit Adjustment Option, then the amount of the monthly payment to the Spouse is determined as if the Pensioner had not elected the Option.

11.5 1979 Plan Pre-Retirement Benefit to Spouse Option.

If the Pre-Retirement Benefit to Spouse Option provided under Article VII, Section 2, of the Plan in effect as of December 31, 1979 was elected by a Plan Member before January 1, 1980 and the Plan Member did not revoke that election before July 1, 1980, the provisions of Appendix J will apply. Among other things, those provisions require a reduction in the Plan Member's Normal Retirement Benefit and may supersede the provisions of Article 11.2.

11.6 Optional Spouse Small Pension Cashout.

Under certain circumstances, described below, a Spouse or Surviving Spouse may elect to receive her Spouse Lifetime Pension (Before Retirement or After Retirement) in the form of an Optional Spouse Small Pension Cashout.

The Optional Spouse Small Pension Cashout provides for payment to the Spouse or Surviving Spouse of a lump sum equal to the single sum value of her Spouse Lifetime Pension. It is payable only if all of the following conditions are met:

- In the case of an Immediate Before Retirement Spouse Lifetime Pension, the single sum value of the Spouse Lifetime Pension on the Spouse Pension Effective Date must be more than \$5,000.00 but not more than \$10,000.00. In all other cases, the single sum value of the Spouse Lifetime Pension on the first day of the month immediately following the Plan Member's death must be more than \$5,000.00 but not more than \$10,000.00.
- The Spouse or Surviving Spouse must elect the Optional Spouse Small Pension Cashout.
- The scheduled distribution date of the lump sum payment must be on or after July 1, 1994.

In the case of an Immediate Before Retirement Spouse Lifetime Pension, the scheduled distribution date of the Optional Spouse Small Pension Cashout cannot be before the Spouse Pension Effective Date. In all other cases, the scheduled distribution date cannot be before the first day of the month immediately following the date the Trustees receive the application for the benefit.

The Spouse or Surviving Spouse may elect the Optional Spouse Small Pension Cashout at any time within an election period that ends on the scheduled distribution date of the lump sum payment. The election period begins on the date of the Plan Member's death but any election of the Optional Spouse Small Pension Cashout will not be effective if it is more than 180 days before the scheduled distribution date of the lump sum payment.

A Spouse or Surviving Spouse may revoke her election of the Optional Spouse Small Pension Cashout at any time before the end of the election period.

The election of the Optional Spouse Small Pension Cashout, and any revocation of that election, must comply with the general election procedures in Article 15.7 and must be received by the Trustees before the end of the election period.

The provisions of Article 17.8 and any rules and procedures established by the Trustees under the authority of Article 17.8 apply to the Optional Spouse Small Pension Cashout. Except as otherwise provided therein, the actual amount of the Optional Spouse Small Pension Cashout will be determined as of the scheduled distribution date of the lump sum payment.

ARTICLE TWELVE

DEATH AND SURVIVOR BENEFITS

12.1 Before Retirement Basic Lump Sum Death Benefit.

When a Vested Participant dies before his Pension Effective Date, a Before Retirement Basic Lump Sum Death Benefit equal to 50% of his Employer Contributions is payable to his Beneficiary (see Article 17.6). The Before Retirement Basic Lump Sum Death Benefit cannot exceed \$10,000.

12.2 Before Retirement 48-Month Death Benefit.

If a Vested Participant dies before his Pension Effective Date and does not leave a Surviving Spouse, then a Before Retirement 48-Month Death Benefit is payable in a lump sum to his Beneficiary if the following conditions are met:

- The Participant dies after 1991 and before his Latest Retirement Date.
- He has Recent Coverage at death (see Article 13.3).

The amount of the Before Retirement 48-Month Death Benefit is determined as follows:

- First, multiply the Participant's Normal Retirement Benefit by his Retirement Factor from the appropriate Retirement Table (see Article 13.9), provided that if that Participant's Retirement Factor is determined under Table Two and is less than 54.4%, multiply his Normal Retirement Benefit by a Retirement Factor of 54.4%.
- Second, multiply the amount from the first step by 48.

12.3 Optional After Retirement Lump Sum Death Benefit.

If a Plan Member's Pension Effective Date is after 1991, he may elect to have his form of Pension payment modified to include an Optional After Retirement Lump Sum Death Benefit that is payable to the Plan Member's Beneficiary when the Plan Member dies. The Benefit equals 12 times the monthly amount payable under the Life Only Pension. It is only payable if the Plan Member dies on or after his Pension Effective Date.

If a Plan Member elects this Option, his Age or Disability Retirement Benefit is reduced. The amount of the reduced Retirement Benefit is obtained by multiplying the Plan Member's Age or Disability Retirement Benefit by the percentage derived from Table Thirteen. This reduction takes place as the first step in any calculation of the Plan Member's Life Only Pension or Employee and Spouse Pension, the After Retirement 4-Year Certain Death Benefit, and the Optional After Retirement Lump Sum Death Benefit itself.

See Appendix L for special rules about this Option that apply to certain Plan Members and for a Special After Retirement Lump Sum Death Benefit that is available to certain Pensioners.

12.4 After Retirement 4-Year Certain Death Benefit.

If a Plan Member dies on or after his Pension Effective Date, an After Retirement 4-Year Certain Death Benefit is payable in a lump sum to his Beneficiary if the following conditions are met:

- The Plan Member's Pension Effective Date was after 1991.
- He had Recent Coverage at retirement (see Article 13.1).
- His Retirement Benefit was payable either as a Life Only Pension or as a Life Only Pension with Benefit Adjustment Option (see Articles 10.3 and 10.5).
- The total monthly benefit payments already made or due to the Plan Member for all months beginning on or before the date of his death are less than 48 times the Plan Member's Life Only Pension.

The amount of the 4-Year Certain Death Benefit is calculated by taking 48 times the monthly payment under the Life Only Pension and then reducing the result by the total monthly benefit payments already made or due to the Plan Member for all months beginning on or before the date of his death.

If the Plan Member elected the Life Only Pension with Benefit Adjustment Option, the amount of the 4-Year Certain Death Benefit is calculated by taking 48 times the monthly amount payable under the Life Only Pension without the Option and then reducing the result by the total monthly benefit payments already made or due to the Plan Member under the Life Only Pension with Benefit Adjustment Option.

The 4-Year Certain Death Benefit is not payable at the death of a Plan Member whose Retirement Benefit was payable either as an Employee and Spouse Pension or as an Employee and Spouse Pension with Benefit Adjustment Option even if the Plan Member's Spouse dies before the Plan Member.

12.5 Child Survivor Benefits.

If a Plan Member dies leaving any Surviving Children, Child Survivor Benefits are payable if the following conditions are met:

- The Plan Member dies before his Normal Retirement Date.
- He completed at least 3,000 Covered Hours between his First Covered Hour and his death.

- He has Recent Coverage at retirement (see Article 13.1) or Recent Coverage at death (see Article 13.3), if he dies before his Pension Effective Date (see Article 12.7).

Child Survivor Benefits are payable monthly from the beginning of the month following the Plan Member's death. All persons who qualify as the Plan Member's Surviving Children at the beginning of a calendar month share equally in the Child Survivor Benefit payable for that month. Payment of the Benefit ends when no person qualifies as a Surviving Child of the Plan Member.

Table Twelve is used to calculate the total monthly Child Survivor Benefit payable to a Plan Member's Surviving Children. The amount is based on the Plan Member's Survivor Benefit Rate on the earlier of the following dates:

- The Plan Member's date of death.
- The Plan Member's Pension Effective Date.

If the date is before 1992, the Plan Member's Survivor Benefit Rate equals his Five-Year Average Rate (see Article 6.2). If the date is between January 1, 1992 and December 31, 1999, the Plan Member's Survivor Benefit Rate is determined by dividing the Plan Member's total Employer Contributions for Covered Employment after 1986 by his Covered Hours after 1986. If the date is after 1999, the Plan Member's Survivor Benefit Rate is determined by dividing the Plan Member's total Employer Contributions for Covered Employment after 1991 by his Covered Hours after 1991. If the Plan Member has any Covered Hours before 1992, his Survivor Benefit Rate after 1991 can never be less than his Five-Year Average Rate on December 31, 1991 and his Survivor Benefit Rate after 1999 can never be less than his Survivor Benefit Rate on December 31, 1999.

Child Survivor Benefits will be paid to a representative payee under Article 17.11 on behalf of the Surviving Child unless the Trustees decide that the Surviving Child is of sufficient age and maturity to be capable of using the Benefits to provide for his current needs, in which case the Benefit will be paid directly to the Surviving Child.

See Article 12.7 and Appendix I for special rules that may apply.

12.6 Surviving Child.

A person qualifies as a Surviving Child of a Plan Member if he is dependent on the Plan Member when the Plan Member dies and meets either of the following requirements:

- When the Plan Member dies, the person is under age 18 and entitled to Child Insurance Benefits under the Federal Social Security Act.
- When the Plan Member dies, the person is under a disability that began before he reached age 18 and is receiving benefits under the Federal Social Security Act because of that disability.

A person no longer qualifies as a Surviving Child when either of the following conditions is met:

- The person reaches age 18 and is not then entitled to receive benefits under the Federal Social Security Act because of a disability that began before age 18.
- The person loses his entitlement to benefits under the Federal Social Security Act after he reaches age 18 because of a disability that began before age 18.

12.7 Limitation Applicable to Inactive Participants.

Table Twelve only applies to a Plan Member who is an Active Participant on January 1, 1987 or who attains or regains Active Participant status after January 1, 1987.

If a person is not an Active Participant on January 1, 1987 and does not attain or regain Active Participant status after January 1, 1987, the amount of any Child Survivor Benefit payable because of his death is determined under the provisions of the Plan in effect as of December 31, 1986.

ARTICLE THIRTEEN

REGENCY, PEER & RETIREMENT FACTORS

13.1 Recent Coverage at Retirement.

A Plan Member has Recent Coverage at retirement if he completes at least 1,500 Covered Hours during one of the periods of 60 consecutive calendar months described below:

- The 60-month period that ends with the month beginning just before his Earliest Retirement Date.
- Any 60-month period that ends after his Earliest Retirement Date but before his Pension Effective Date.

13.2 Recent Coverage for Disability.

A Plan Member has Recent Coverage for disability if he completes at least 1,500 Covered Hours during the applicable period of 60 consecutive calendar months described below. The applicable period depends on the Plan Member’s status on his disability onset date and when that date occurs.

<u>Status on Disability Onset Date</u>	<u>Disability Onset Date Occurs</u>	<u>Applicable Period of 60 Consecutive Calendar Months</u>
Vested Participant	Before Earliest Retirement Date	The 60-month period ending with the month in which disability onset date occurs

<u>Status on Disability Onset Date</u>	<u>Disability Onset Date Occurs</u>	<u>Applicable Period of 60 Consecutive Calendar Months</u>
Vested Participant or Age Pensioner	On or after Earliest Retirement Date	Any of the following: <ul style="list-style-type: none"> • The 60-month period ending with the month that begins just before Earliest Retirement Date • Any 60-month period ending after Earliest Retirement Date but before disability onset date • The 60-month period ending with the month in which disability onset date occurs

<u>Status on Disability Onset Date</u>	<u>Disability Onset Date Occurs</u>	<u>Applicable Period of 60 Consecutive Calendar Months</u>
Not a Vested Participant or Age Pensioner	Any time	The 60-month period ending with the month in which the Plan Member becomes a Vested Participant

If a Plan Member is not a Vested Participant or an Age Pensioner on his disability onset date, the following Covered Hours do not count towards meeting the Recent Coverage for disability requirement:

- Covered Hours after the first anniversary of the Plan Member’s disability onset date.
- Covered Hours completed on or after the date the Plan Member becomes an Age Pensioner.

If a Plan Member does not have Recent Coverage for disability under the rules just described, he will be tested using a special Recent Coverage rule. This rule applies if the Plan Member was totally disabled for one or more of the first 59 calendar months within the applicable 60-month period described above. This period is referred to here as the “special testing period.” Under this rule, the beginning date of the special testing period will be rolled back one month for each such month of total disability, up to a maximum of 36 months. The ending date of the special testing period will remain unchanged. The

Plan Member will be considered to have Recent Coverage for disability if he has completed at least 1,500 Covered Hours during this special testing period.

A Plan Member will be considered as totally disabled for purposes of this special Recent Coverage rule only if he is wholly prevented from engaging in his usual occupation (as determined by the Trustees) because of a medically determinable physical or mental impairment. In determining a Plan Member's usual occupation, the Trustees will consider only those occupations the Plan Member engaged in while a Covered Employee.

13.3 Recent Coverage at Death.

A Plan Member has Recent Coverage at death if he dies before his Pension Effective Date and has completed at least 1,500 Covered Hours during any one of the following periods of 60 consecutive calendar months:

- The 60-month period ending with the month of his death.
- The 60-month period ending with the month that begins just before his Earliest Retirement Date.
- Any 60-month period ending after his Earliest Retirement Date.

13.4 Special Recent Coverage Rules.

A Plan Member who becomes a Disability Pensioner will be treated as having Recent Coverage at retirement for purposes of Article 13.1. This rule does not apply if the Disability Pensioner returns to Vested Participant status under Article 9.6.

If a Disability Pensioner returns to Vested Participant status under Article 9.6, then for purposes of Articles 13.1 through 13.3 he is treated as having Recent Coverage at all times during the 24-month period after the date he lost his entitlement to Disability Insurance Benefits. If his Earliest Retirement Date precedes or falls within that 24-month period, he is treated as having Recent Coverage at all times after his Earliest Retirement Date for purposes of Articles 13.1 through 13.3.

These rules also apply to a Disability Pensioner who returned to Vested Participant status after July 31, 1984 under prior Plan provisions.

If a Plan Member completes at least 1,500 Covered Hours during any period of 60 consecutive calendar months that ends on or after the date he completes his 25th Year of Contributory Service, then he is treated as having Recent Coverage at all times after the end of that period for purposes of Articles 13.1 through 13.3 and Article 13.8.

If the Plan Member does not otherwise have Recent Coverage for any purpose under the Plan, then any Covered Hours earned by the Plan Member under a Pension Agreement that requires Employer Contributions for all compensable hours with an annual maximum are subject to the following special rule, which applies for the sole purpose of determining if the Plan Member has Recent Coverage: The Plan Member's Covered Hours under that Pension Agreement for periods of Covered Employment during each calendar year that includes one or more months within the relevant 60-month period used for determining Recent Coverage shall be re-determined as if the Pension Agreement required the Covered Employer to make payments to the Trust Fund solely for straight time hours worked (based on a 40-hour work week) plus paid holidays and paid vacations.*

13.5 Current PEER Coverage at Retirement.

A Plan Member has Current PEER Coverage at retirement if during the period of 24 consecutive calendar months that ends just before his Pension Effective Date he completes at least 1,000 Covered Hours for which Special PEER Contributions are payable.

13.6 Current PEER Coverage for Disability.

A Plan Member has Current PEER Coverage for disability if during one of the two periods described below, he completes at least 1,000 Covered Hours for which Special PEER Contributions are payable:

- The period of 24 consecutive calendar months that ends just before his disability onset date.
- The period of 24 consecutive calendar months that ends just before his Disability Pension Effective Date.

*The provisions of this paragraph do not apply to any Plan Member whose Pension Effective Date or Disability Pension Effective Date is before January 1, 2017, or who dies before that date or after his Pension Effective Date.

13.7 Current PEER Coverage at Death.

A Plan Member has Current PEER Coverage at death if he dies before his Pension Effective Date and during the period of 24 consecutive calendar months that ends with the month of his death, he completes at least 1,000 Covered Hours for which Special PEER Contributions are payable.

13.8 Special Current PEER Coverage Rules.

If a Plan Member is unable to meet the requirements for Current PEER Coverage solely because he is totally disabled or solely because of his death (or solely because of a combination of the two reasons), then he will be treated as having Current PEER Coverage if both of the following conditions are met:

- During the relevant 24-month measuring period under Article 13.5, 13.6 or 13.7 he completes at least 1,000 Covered Hours under a Pension Agreement that becomes a PEER Pension Agreement before the end of that measuring period.
- At least one of those Covered Hours is a Covered Hour for which Special PEER Contributions are payable.

For this purpose, a Plan Member will be considered totally disabled if he is wholly prevented from engaging in his usual occupation (as determined by the Trustees) because of a medically determinable physical or mental impairment. In determining the Plan Member's usual occupation, the Trustees will consider only those occupations the Plan Member engaged in as a Covered Employee during the 24-month measuring period.

If during any period of 24 consecutive calendar months that ends on or after the date a Plan Member completes his 25th Year of Contributory Service, he completes at least 1,000 Covered Hours for which Special PEER Contributions are payable, then at all times after the end of that 24 month period he is treated as having "Current PEER Coverage at retirement" for purposes of Article 13.5, "Current PEER Coverage for disability" for purposes of Article 13.6 and "Current PEER Coverage at death" for purposes of Article 13.7, provided that the Plan Member has Recent Coverage at the end of that 24 month period.

If the Plan Member does not otherwise meet the requirement for Current PEER Coverage for any purpose under the Plan, then any Covered Hours for which Special PEER Contributions are payable that are earned under a Pension Agreement that requires Special PEER Contributions for all compensable hours with an annual maximum are subject to the following special rule: The Plan Member's Covered Hours for which Special PEER Contributions are payable that are earned under that Pension Agreement for periods of Covered Employment during each calendar year that includes one or more months within the relevant 24-month period used for determining Current PEER Coverage shall be re-determined as if the Pension Agreement required the Covered Employer to make payments to the Trust Fund solely for straight time hours worked (based on a 40-hour work week) plus paid holidays and paid vacations. This rule applies for the sole purpose of determining if the Plan Member has Current PEER Coverage.*

13.9 Rules for Choosing Appropriate Retirement Table.

A Plan Member's Retirement Factor is a component of most benefit calculations under the Plan. This Retirement Factor is taken from one of five Retirement Tables (see Tables One through Five). The following rules govern which Retirement Table is the appropriate Retirement Table to use.

General Rules

The specific rules for determining which Retirement Table is the "appropriate" Retirement Table are set forth in the paragraphs that follow. In some cases, those specific rules require a determination of whether the Plan Member has Recent Coverage or Current PEER Coverage. Which Recent Coverage rules and which Current PEER Coverage rules apply will be determined as follows:

- Use the Recent Coverage for disability rules of Article 13.2 and the Current PEER Coverage for disability rules of Article 13.6 when calculating a Plan Member's Disability Retirement Benefit.
- Use the Recent Coverage at death rules of Article 13.3 and the Current PEER Coverage at death rules of Article 13.7 when calculating a benefit that is payable because of a Plan Member's death before his Pension Effective Date.
- In all other cases, use the Recent Coverage at retirement rules of Article 13.1 and the Current PEER Coverage at retirement rules of Article 13.5.

Whenever the specific rules require a determination of whether a Plan Member has satisfied the applicable Contributory Service Requirement in Table Six, that determination will be made using the Plan Member's attained age and the number of Years of Contributory Service he has completed on the following date:

- For Disability Retirement Benefits, use the Plan Member's Disability Pension Effective Date.
- For any benefit payable because of a Plan Member's death before his Pension Effective Date, use his date of death. For

the sole purpose of determining the number of Years of Contributory Service the Plan Member has completed on the date of his death, the following special rules are used:

- Any of the Plan Member's Covered Hours attributable to vacation pay, sick pay or other paid time off accrued but unpaid on the date of his death, or termination date if earlier, not already allocated to a period before his date of death are allocated to the remainder of the Calendar Year of his death and, if necessary to the immediately following Calendar Year, at the rate of eight Covered Hours per weekday (other than paid holidays under the applicable Pension Agreement) starting the day after the Plan Member's death until all of those Covered Hours have been allocated to the period following the Plan Member's death. Any Calendar Years after either of those Calendar Years, and any Covered Hours allocated to those Calendar Years under these special rules, will be disregarded in determining the Plan Member's Years of Contributory Service under these special rules.
- If the Plan Member does not complete a Year of Contributory Service in the Calendar Year of his death based solely on Covered Hours allocated to the period before his death, he is credited with a Year of Contributory Service as of his date of death if the total number of Covered Hours completed in the Calendar Year, including those allocated under these special rules to the portion of that Calendar Year after his death, are sufficient for that Calendar Year to qualify as a Year of Contributory Service.
- The Plan Member is credited with an additional Year of Contributory Service as of his date of death if the number of Covered Hours allocated to the Calendar Year just following the Plan Member's death under these special rules are sufficient for that Calendar Year to qualify as a Year of Contributory Service.
- In all other cases, use the Plan Member's Pension Effective Date.

Table One Rules

Use Table One if the Plan Member meets all of the following conditions:

- The Plan Member's Pension Effective Date is after 1991 or he dies after 1991 and before his Pension Effective Date.
- The Plan Member is under age 62.
- He has Recent Coverage.
- He has Current PEER Coverage.
- He has met the applicable Contributory Service Requirement from the appropriate column in Table Six.

The following rules govern which column in Table Six will be used to determine if the Plan Member has met the applicable Contributory Service Requirement:

- If the Plan Member's Pension Effective Date is during 1992 or 1993, or he dies during 1992 or 1993 and before his Pension Effective Date, use the Rule of 85 column.
- If the Plan Member's Pension Effective Date is after 1993, or he dies after 1993 and before his Pension Effective Date:
 - Use the Rule of 80 column if the Plan Member's Current PEER Coverage is based solely on PEER/80 Covered Hours.
 - Use the Rule of 82 column if the Plan Member's Current PEER Coverage is based solely on PEER/82 Covered Hours or solely on a combination of PEER/82 Covered Hours and PEER/80 Covered Hours.
- In all other cases, use the Rule of 84 column.

Table Two Rules

Use Table Two if Table One does not apply and the Plan Member meets all of the following conditions:

- The Plan Member is under age 62.
- He has Recent Coverage.
- He has met the applicable Contributory Service Requirement from the appropriate column in Table Six.
- His Pension Effective Date is after 1991 or he dies after 1991 and before his Pension Effective Date.

The following rules govern which column in Table Six will be used to determine if the Plan Member has met the applicable Contributory Service Requirement:

- If the Plan Member's Pension Effective Date is during 1992 or 1993, or he dies during 1992 or 1993 and before his Pension Effective Date, use the Rule of 85 column.
- If the Plan Member's Pension Effective Date is after 1993, or he dies after 1993 and before his Pension Effective Date, use the Rule of 84 column.

Table Three Rules

Use Table Three if neither Table One nor Table Two applies and the Plan Member has Recent Coverage and is under age 65.

Table Four Rules

Use Table Four if the Plan Member does not have Recent Coverage and is under age 65.

Table Five Rules

Use Table Five if the Plan Member is age 65 or over.

ARTICLE FOURTEEN

RECIPROCAL RETIREMENT AND SURVIVOR BENEFITS

14.1 Reciprocal Benefit Rules.

The Trustees have adopted rules and procedures for the purpose of providing Reciprocal Benefits for certain persons who otherwise would be eligible for no Benefits under this Plan or smaller Benefits because pension plan coverage was divided among this Plan and other pension plans as a result of changes in employment. Those rules and procedures are set out in Appendix A.

ARTICLE FIFTEEN

BENEFIT CLAIM AND ELECTION PROCEDURES

15.1 General Requirements.

No benefits will be paid from the Trust Fund until a claim for those benefits is submitted to and approved by the Trustees. Compliance with the Plan's benefit claim procedures is a condition precedent to a claimant's entitlement to any benefit from the Trust Fund.

15.2 Claim Forms/Filing of Claims.

All benefit claims must be in writing, must be submitted on forms prescribed by the Administrative Manager, and must be filed at the place of business of one of the Trust Administrative Offices. The same requirements apply to inquiries about the Plan or about present or future rights to benefits under the Plan.

15.3 Information Required to Establish Claim.

Any person claiming a right to a benefit from the Trust Fund must furnish any information or documentation the Trustees reasonably believe is necessary to establish the person's right to receive the benefit, and its amount. This information and documentation may include, among other things, records of employment, proofs of birth and death, marital status, disability, and evidence of existence.

Failure to furnish any reasonably required information or documentation can result in the complete or partial denial of a claim for benefits.

15.4 Information About Election Rights and Forms of Pensions for Plan Members.

Within a reasonable time after the Trustees receive a Plan Member's application for a Retirement Benefit, the Plan Member will be furnished with the following:

- Forms on which to elect a Pension Effective Date and a form of Pension, if more than one is available.
- A Spousal consent form, where appropriate.
- Where more than one form of Pension is available, a description of the available forms, the eligibility conditions, if any, for each of those forms, a description of the relative value of each of those forms (including an explanation of the concept of relative value and disclosure of the interest rate and mortality table used to determine relative value) and a comparison of the amount of his potential monthly Benefit under each.
- Where appropriate, an explanation of the effect on the Plan Member's Spouse of electing a form of Pension other than the Employee and Spouse Pension and the effect of electing an Optional After Retirement Lump Sum Death Benefit.
- A description of the Plan Member's election period under Article 15.5, the election procedures applicable to him and his various election rights under the Plan.

15.5 Election Period for Plan Members.

A Plan Member who applies for a Retirement Benefit has an opportunity to elect a Pension Effective Date, elect a form of Pension payment, and elect to cancel his Retirement Benefit application. In general, the Plan Member has a limited period in which to make or change these elections. This period is called his election period.

If a Plan Member has not previously elected a Pension Effective Date, his election period begins on the date he first makes a proper election of a Pension Effective Date.

Once a Plan Member has properly elected a Pension Effective Date, the beginning date of his election period will not change.

A Plan Member's election period ends 90 days after the date of the instrument drawn in payment of the first month's Benefit due the Plan Member.

The ending date of a Plan Member's election period will not be affected by any of the following:

- Any adjustment in the amount of his Benefit.
- Any change in his Pension Effective Date, unless satisfactory arrangements are made for the repayment of any Benefit payments based on the old Pension Effective Date.
- The replacement of his Age Retirement Benefit with a Disability Retirement Benefit.

15.6 Right to Cancel Retirement Benefit Application.

A Plan Member who applies for a Retirement Benefit may elect to cancel his application provided:

- He complies with the general election procedures of Article 15.7.
- He makes satisfactory arrangements for repayment of any Benefit payments made on the basis of the application.

A Plan Member's election to cancel his application automatically revokes any approval by the Trustees of the application, any prior election made by the Plan Member of a Pension Effective Date or a form of Pension and any consent by his Spouse to the election of a Pension Effective Date or a form of Pension. Any application for Retirement Benefits that is cancelled will be treated as if it had never been received by the Trustees.

15.7 General Election Procedures.

Any required or permitted election, or Spousal consent to an election, and any required or permitted change or revocation of any election or Spousal consent to an election, is null and void and of no effect for any purpose unless:

- It is in writing and submitted on the form prescribed by the Administrative Manager.

- It is made during the applicable election period and received by the Trustees before the end of the applicable election period.
- It complies with the specific Plan requirements governing the making of the election, consent, change or revocation.

15.8 Processing of Benefit Claims.

Within a reasonable time after a Trust Administrative Office receives a claim for benefits, the claim will be processed and a determination made of the claimant's entitlement to the benefit claimed. The Administrative Manager is responsible for establishing procedures for the timely processing and determination of claims.

If because of special circumstances, the Trust Administrative Office is unable to reach a decision on a claim within 90 days after its receipt, the claimant will be notified in writing, before the 90 day period ends, that more time (up to 90 additional days) is needed to process the claim and reach a decision. The notice will state the special circumstances and the date by which the Trust Administrative Office expects to make a decision on the claim.

15.9 Denied Claims.

A benefit claimant will be notified in writing if his claim is either completely or partially denied. The notice will include the following:

- Specific reasons for the denial and specific references to the Plan provisions on which the denial is based.
- A description of any additional information or material necessary to establish the claim and an explanation of why that information or material is necessary.
- An explanation of the claimant's right to have the denial of his claim reviewed by the Benefits Review Committee.
- An explanation of the Plan's benefit claim review procedures.

If the Trust Administrative Office does not act on a claim within the 90 (or 180) day period, the claimant may treat his claim as denied and pursue his rights under the Plan's benefit claim review procedures.

For purposes of the Plan's benefit claim procedures and benefit claim review procedures, any determination (or failure to make a timely determination) by a Trust Administrative Office regarding the following matters will be treated the same as a determination (or failure to make a timely determination) on a claim for benefits:

- A person's present or future right to benefits under the Plan, where the person has formally requested that determination.
- The validity of any required or permitted election, of any Spousal consent to an election (or the need for such consent), or of any attempt to change or revoke any election of Spousal consent to an election.

ARTICLE SIXTEEN

BENEFIT CLAIM REVIEW PROCEDURES

16.1 Right to Review of Denied Claim.

A person whose claim for benefits is completely or partially denied, or that person's authorized representative, may appeal to the Benefits Review Committee for a review of the denial by submitting a request for review within 60 days after the claim is denied. The claimant will be given an opportunity to review pertinent Trust documents (other than those protected by legal privilege) in preparing the request for review.

16.2 Form of Request for Review.

The request for review must be in writing and filed with a Trust Administrative Office. The request must set forth all of the grounds upon which it is based, all facts in support of the request, and any other matters the claimant deems pertinent. The Benefits Review Committee may require the claimant to submit any additional facts, documents or other materials it considers necessary or appropriate in making its review.

16.3 Time for Action by Benefits Review Committee.

The Benefits Review Committee will hold regularly scheduled quarterly meetings at which it will act upon each request for review submitted to a Trust Administrative Office at least 30 days before the Committee meeting. If special circumstances require a further extension of time for processing the request for review, a decision by the Benefits Review Committee will be rendered not later than its third quarterly meeting following the receipt of the request for review by a Trust Administrative Office. If an extension of time for review is required, written notice of the extension will be furnished to the claimant before the extension begins.

16.4 Decision by Benefits Review Committee.

The appropriate Trust Administrative Office will give written notice to the claimant of the decision of the Benefits Review Committee. If the Committee confirms the denial of the claim for benefits in whole or in part, the notice of its decision will set forth, in a manner calculated to be understood by the claimant, the specific reasons for the decision and specific references to the Plan provisions on which the decision was based. If the Committee determines that the claim for benefits should not have been denied in whole or in part, the Trust Administrative Office will take appropriate remedial action as soon as reasonably practicable after the Committee's decision. If timely written notice of the Benefits Review Committee decision is not given to the claimant, the claimant may elect to treat his request for review as denied.

16.5 Rules and Procedures.

The Benefits Review Committee may establish rules and procedures, consistent with the Plan and with federal law, that it considers necessary or appropriate in carrying out its responsibilities. The Benefits Review Committee may require a claimant who wishes to submit additional information in connection with an appeal to do so at the claimant's own expense.

ARTICLE SEVENTEEN GENERAL PROVISIONS

17.1 Authority of Trustees.

The Trustees may establish rules and procedures and one or more Trust Administrative Offices for the proper administration of the Plan. The Trustees have the exclusive authority to interpret the Plan and any rules and procedures established under the Plan and to determine the rights of claimants under the Plan and under those rules and procedures.

The Trustees may delegate some or all of their authority and responsibility in connection with the administration of the Plan to the Administrative Manager and to authorized employees of the Trust Administrative Offices.

The decisions of the Trustees in all matters pertaining to the administration of the Plan are final and binding on all interested persons. The decisions of the Trustees' delegates in such matters will be considered decisions by the Trustees, subject to the reserved right of the Trustees to review and modify those decisions.

17.2 Plan Provisions Are Controlling.

No person can have any right or claim to a benefit from the Trust Fund other than those rights specifically granted by the terms of the Plan.

17.3 Exhaustion of Remedies.

Before initiating legal action to recover any benefit under the Plan, to enforce any right under the Plan or to clarify any right to future benefits under the Plan, the person claiming the benefit or right must first comply with the benefit claim procedures in Article Fifteen and exhaust all of his remedies under the benefit claim review procedures in Article Sixteen.

17.4 Liberalized Application of Rules.

It is the policy of the Trustees to consider, in any individual case or cases, extenuating circumstances such as strikes, lockouts, reduced business activity, etc., for the purpose of liberalizing the conditions that must be met to avoid a Forfeiture of Service or a break in Past Employment or to be considered as retired from employment, or to be considered as disabled. Any liberalization will be on a basis uniformly applicable to all persons similarly situated.

17.5 No Assignment of Property Rights.

Except as otherwise provided by applicable law, the interest or property rights of any person in the Plan, the Trust Fund or any payment to be made under the Plan shall not be assigned (either at law or in equity), alienated, anticipated or subject to attachment, bankruptcy, garnishment, levy, execution or other legal or equitable process. Any act in violation of this prohibition shall be void. This prohibition does not apply to the following:

- The Trustees' withholding of the amount of a prior overpayment made to any person under the Plan from one or more subsequent payments due to or with respect to such person, or the Trustees' pursuit of other lawful means of recovering such overpayment on behalf of the Trust Fund.
- The creation, assignment or recognition of a right in an alternative payee by or under a state domestic relations order to all or any portion of a benefit under the Plan, provided the order is determined to be a qualified domestic relations order (within the meaning of section 414(p) of the Code) under written procedures adopted by the Trustees.

17.6 Beneficiary.

Any Plan Member may designate any person or persons, including his estate, to be his Beneficiary. No other person may designate a Beneficiary.

If a Plan Member who has a Spouse fails to designate a Beneficiary before the end of his election period under Article 15.5, and his Pension Effective Date is after 1991, then the Plan Member will be treated as having designated his Spouse as his Beneficiary, provided the Spouse survives the Plan Member and subject to the right of the Plan Member to designate another person or persons as his Beneficiary as provided below.

If a person fails (or is unable) to make a valid designation of a Beneficiary, or if no validly designated Beneficiary survives that person, the person's Beneficiary will be the survivor(s) in the first surviving class among the following:

- | | |
|----------------------|--------------------------|
| (1) Surviving Spouse | (4) Brothers and Sisters |
| (2) Children | (5) Estate |
| (3) Parents | |

A Plan Member may make, change or revoke a designation of a Beneficiary at any time. To be effective, the designation, change or revocation must be made in writing on the proper form and must be received by the Trustees before the death of the Plan Member.

If a Plan Member has a Spouse (see Article 10.11) and his Pension Effective Date is after 1991, then any designation of a Beneficiary, and any change or revocation of a Beneficiary designation, will not be effective without the Spouse's consent. To be effective, the Spouse's consent must meet all of the following requirements:

- The consent must acknowledge the specific nonspouse Beneficiary, including any class of Beneficiaries or contingent Beneficiaries.
- The consent must be witnessed by an authorized employee of a Trust Administrative Office or by a notary public.
- The consent must be in writing on the form prescribed by the Administrative Manager.
- The consent must be received by the Trustees before the Plan Member's death.
- The consent must not be received by the Trustees before the beginning of the Plan Member's election period under Article 15.5.

A Spouse's consent to a Plan Member's Beneficiary designation, or to a revocation or change of a Beneficiary becomes irrevocable when received by the Trustees.

The requirement of Spousal consent is waived under any of the following circumstances:

- The Spouse has died.

- The Beneficiary designation names the Spouse as the Plan Member's sole Beneficiary.
- All persons named in the prior Beneficiary designation have died.
- The Plan Member establishes to the satisfaction of the Trustees that the consent may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of other circumstances prescribed in applicable federal regulations.

Any consent by a Spouse (or waiver of a Spouse's consent) is effective only for that Spouse.

If a person is survived by more than one Beneficiary, his Beneficiaries will share equally in any amount payable to the person's Beneficiary unless the person's designation of a Beneficiary specifies some other basis for dividing the payments.

If no one who qualifies as a person's Beneficiary can be found by the Trustees within five years after the person's death, then any amounts payable to the person's Beneficiary will remain in the Trust Fund to be used for the general purposes thereof.

17.7 Marital Status.*

In several circumstances, the Plan requires a determination by the Trustees whether a Plan Member has a Spouse (Article 10.11) or whether the Plan Member has a Surviving Spouse (e.g., Articles 17.6, 20.73), and in each case the identity of the person who is the Spouse or the Surviving Spouse.

For these purposes, the Trustees will recognize as a marriage either a marriage that is recognized as a valid legal marriage under the law of the state or other jurisdiction where the marriage took place or a marriage that is a deemed valid marriage. The Trustees will not recognize as a marriage any other type of marriage or relationship.

The Trustees will apply the same standards as are used by the Federal Social Security Administration in determining what constitutes a deemed valid marriage and whether a deemed valid marriage exists on the date in question.

The Trustees will not recognize a person as the Spouse of a Plan Member based on a deemed valid marriage unless both of the following conditions are also met:

- The person must have been living with the Plan Member in the same household on the Plan Member's Pension Effective Date.
- The Trustees must not have determined prior to the end of the Plan Member's election period under Article 15.5 that another person qualifies as the Plan Member's Spouse on the basis of a valid legal marriage.

The Trustees will not recognize a person as the Surviving Spouse of a Plan Member based on a deemed valid marriage unless both of the following conditions are also met:

- The person must have been living with the Plan Member in the same household when the Plan Member dies.
- Prior to the time payment of any benefit is made to that person as the Plan Member's Surviving Spouse, the Trustees must not have determined that another person qualifies as the Plan Member's Surviving Spouse on the basis of a valid legal marriage.

A person will be considered as living with the Plan Member in the same household if they customarily live together as husband and wife in the same residence. The Trustees will apply the same standards as the Federal Social Security Administration when determining whether a person is living with the Plan Member in the same household in a case where either the Plan Member or the other person is temporarily absent from the residence.

The Trustees are not required to recognize a person as a Surviving Spouse of a Plan Member just because they recognized that person as the Plan Member's Spouse.

17.8 Small Amounts.

The Trustees may establish rules and procedures for the payment of small monthly benefits in a single lump sum of equivalent value. The value of a particular small monthly benefit the Trustees propose to pay in a single lump sum will be determined using the "applicable mortality table" and the "applicable interest rate" for the Calendar Year in which the lump sum payment is scheduled to be made. See Article 17.15 for the definition of "applicable mortality table" and "applicable interest rate."

**The provisions of Article 17.7 set forth herein apply to benefit claims entering pay status on or after June 26, 2013. For benefit claims entering pay status before that date, the provisions of Article 17.7 as constituted July 11, 2011 continue to govern.*

For purposes of determining the value of a small monthly benefit, the following rules apply:

- The single sum value of a Disability Retirement Benefit that has a Pension Effective Date that precedes the Pensioner's 55th birthday will be determined as follows:
 - If the Disability Retirement Benefit has a Pension Effective Date that precedes the Pensioner's Earliest Retirement Date, use age 55.
 - If Table One was used to determine the amount of the Disability Retirement Benefit, use the Pensioner's age on his Disability Pension Effective Date.
 - If Table Two was used to determine the amount of the Disability Retirement Benefit (or would have been used but for the 85%, 62% or 55% floor), use age 52.5 or the Pensioner's age on his Disability Pension Effective Date, if greater.
- The single sum value of an Age or Disability Retirement Benefit will be determined on the assumption that the Benefit is payable as a Life Only Pension and will take into account the present value of, and will be in lieu of, any benefits payable in a lump sum on account of the death of the Pensioner.

17.9 Rounding.

Any monthly benefit payment that is not an exact multiple of 50 cents will be rounded up so that it is an exact multiple of 50 cents. Rounding occurs after all other calculations have been performed to determine the amount of the monthly benefit payment. If the amount of a monthly benefit payment depends in part on the amount of another monthly benefit payment, the amount used in the calculation is the monthly benefit payment before rounding.

If the total of all benefits payable in a lump sum on account of the death of a Plan Member is not an exact multiple of one dollar, the total will be rounded up so that it is an exact multiple of one dollar.

Additionally, if the portion of benefits payable in a lump sum to a Plan Member's Beneficiary on account of the death of a Plan Member is not an exact multiple of one dollar, the portion will be rounded up so that it is an exact multiple of one dollar.

17.10 Unpaid Payments.

If any payment due a person remains unpaid at his death, the payment will be made to his Beneficiary.

17.11 Incapacity.

If the Trustees determine that any person is unable to handle properly any amounts payable under the Plan, the Trustees may make any arrangements for payment on the person's behalf that they determine will be beneficial to the person, including (without reservation) the payment of such amounts to a representative payee such as the guardian, conservator, spouse or dependent(s) of the person, or an institution providing care to the person.

17.12 Receipt of Documents.

A document will be considered received by the Trustees on the day it is received at the place of business of one of the Trust Administrative Offices. This does not apply to service of legal process on the Trustees or on any individual Trustee.

17.13 Severability.

If any provision of the Plan is held invalid, the validity of the balance of the Plan will not be affected.

17.14 Treatment of Eligible Rollover Distributions.

Any eligible recipient who is eligible to receive a payment under the Plan that qualifies as an eligible rollover distribution may elect instead to have all or any portion of the payment made directly to an eligible retirement plan of his choice. The Trustees will not accept from any source any payment by or on behalf of any Plan Member or other person that is an eligible rollover distribution.

The term "eligible recipient" means a Plan Member, the surviving spouse or Beneficiary of a deceased Plan Member, and any alternate payee that is the spouse or former spouse of a Plan Member to the extent of any distributions payable pursuant to a qualified domestic relations order.

The term "eligible rollover distribution" means any Optional Small Pension Cashout under Article 10.8, any

Optional Spouse Small Pension Cashout under Article 11.6, any death benefit under Articles 12.1 through 12.4, any lump sum cashout under Article 17.8, and any lump sum cashout or death benefit under any Appendix to the Plan. A retroactive or supplemental payment of monthly benefits under any provision of the Plan to an eligible recipient will be treated as an eligible rollover distribution if, according to the rules in Code § 402(c), it is considered independent of the series of regular monthly payments to that recipient. In no event shall any payment that is a required distribution under Code § 401(a)(9) be treated as an eligible rollover distribution. To the extent permitted under Code § 401(a)(31), the Trustees from time to time may set a minimum amount that a payment must satisfy to be treated as an eligible rollover distribution.

The term “eligible retirement plan” means any of the following:

- An individual retirement plan described in Code § 408(a) or (b) (other than an endowment contract).
- An annuity plan described in Code § 403(a) or (b).
- An eligible deferred compensation plan described in Code § 457(b) which is maintained by an eligible employer described in Code § 457(e)(1)(A).
- A qualified trust described in Code § 401(a).
- An individual retirement plan that qualifies as a Roth IRA described in Code § 408A(b) to the extent not prohibited by Code § 408A(e)(1).

In the case of an eligible rollover distribution payable to a Plan Member’s Beneficiary (other than a distribution payable to a surviving spouse or a distribution payable to a spouse or former spouse pursuant to a qualified domestic relations order), the term “eligible retirement plan” shall be limited to an individual retirement plan established for the purposes of receiving the distribution on behalf of the Beneficiary.

Any election under this Article must be made in accordance with rules and procedures established by the Trustees.

17.15 Applicable Interest Rate and Applicable Mortality Table.

The “applicable interest rate” for any Calendar Year is the annual interest rate specified by the Internal Revenue Service pursuant to section 417(e) of the Code for the month of August of the preceding Calendar Year and the “applicable mortality table” for any Calendar Year is the mortality table specified by the Internal Revenue Service pursuant to section 417(e) of the Code for the Calendar Year. If the Internal Revenue Service specifies a new mortality table that has a latest possible effective date other than the first day of a Calendar Year, then the applicable mortality table for the Calendar Year that includes that effective date shall be:

- The old mortality table for that part of the Calendar Year that precedes the latest possible effective date for the new mortality table.
- The new mortality table for the balance of the Calendar Year.

17.16 Interest on Certain Retroactive Payments.

If the initial payment of any Retirement Benefit, Spouse Lifetime Pension, Pension Increase or Pop Up includes amounts due for months that begin before the scheduled distribution date of that initial payment, interest at the applicable interest rate (see Article 17.15) for the Calendar Year that includes that date, compounded monthly, shall be paid on those amounts from their due date to the scheduled distribution date of the initial payment. Similar rules shall apply to retroactive increases in any Retirement Benefit, Spouse Lifetime Pension, Pension Increase or Pop Up.

ARTICLE EIGHTEEN

REEMPLOYED PENSIONERS

18.1 Rules Affecting Reemployed Pensioners.

The Trustees have adopted rules and procedures that apply to Pensioners who return to work. Those rules and procedures are set out in the following appendices to the Plan:

- Appendix C — Suspension of Benefits of Reemployed Pensioners
- Appendix D — Pension Increases for Reemployed Age Pensioners
- Appendix E — Recomputation of Retirement Benefits for Certain Reemployed Age Pensioners
- Appendix F — Death and Survivor Benefits for Reemployed Pensioners

ARTICLE NINETEEN

AMENDMENT AND TERMINATION OF THE PLAN

19.1 Amendment of the Plan.

The Trustees may amend the Plan at any time and in any respect, retroactively or otherwise; provided, however, that the intent of the Plan is that at all times the Trust Fund will conform to the applicable requirements of the Labor Management Relations Act of 1947, as amended, and ERISA, and qualify as a “qualified Trust” and as an “exempt Trust” pursuant to sections 401 and 501(a) and any other relevant sections of the Code, and that Employer Contributions made by Employers to the Trust Fund will be deductible as an item of expense of such Employers for income tax purposes. Except as otherwise required in any applicable law, no amendment will reduce any Normal Retirement Benefit accrued under the Plan before the amendment is adopted, or adversely affect any Retirement Benefit being paid to any Pensioner, any Spouse Lifetime Pension being paid to any Spouse or Surviving Spouse, any Survivor Benefit, some portion of which is being paid, or any Lump Sum Death Benefit payable because of a Plan Member’s death before the amendment. No amendment to the Plan will divert any part of the assets of the Trust Fund to purposes other than the exclusive purpose of providing benefits to Plan Members and their families, dependents and Beneficiaries and of defraying the reasonable expenses of administering the Plan and the Trust Fund.

19.2 Termination of the Plan.

The Trustees may terminate the Plan at any time. In the event of termination, available funds will be allocated by the Trustees in a manner consistent with Title IV of ERISA and the provisions of the Trust Agreement.

On termination of the Plan, no part of the Trust Fund will revert to any Employer or Union or be used for or diverted to purposes other than the exclusive purpose of providing benefits to Plan Members and their families, dependents and Beneficiaries and of defraying the reasonable expenses of administering the Plan and the Trust Fund. On termination of the Plan, each Plan Member’s right to retirement benefits accrued to the date of termination, to the extent funded as of the date of termination, shall become nonforfeitable. On termination of the Plan, the Trust shall continue until the Trust Fund has been distributed as provided in the Trust Agreement and the Plan. Except as otherwise provided in ERISA, after termination of the Plan, no Employer, Union, Trustee or any other person will have any liability or obligation to provide benefits hereunder in excess of the value of the Trust Fund. On such termination, Plan Members and their families, dependents and Beneficiaries will obtain benefits solely from the Trust Fund.

In the event of a partial termination of the Plan (as determined by the Commissioner of Internal Revenue under applicable government regulations), the right of each Participant affected by such partial termination to retirement benefits accrued to the date of such partial termination, to the extent such benefits are funded as of such date, shall become nonforfeitable.

ARTICLE TWENTY

DEFINITIONS

20.1 Active Participant. See Articles 2.1, 2.4 and 2.5.

20.2 Adjustment Date. See Articles 10.5 and 10.6.

20.3 After Retirement Spouse Lifetime Pension. See Article 11.4.

20.4 Age Pensioner means a Plan Member who is entitled to receive an Age Retirement Benefit. A Plan Member becomes an Age Pensioner on the Pension Effective Date of his Age Retirement Benefit.

20.5 Age Retirement Benefit. See Article Eight.

20.6 Before Retirement Spouse Lifetime Pension. See Article 11.2.

20.7 Beneficiary. See Article 17.6.

20.8 Benefit Adjustment Options. See Articles 10.5 and 10.6.

20.9 Benefits Review Committee means a committee established by the Trustees to implement the Plan's benefit claim review procedures. The members of the Committee are appointed by the Trustees and consist of an equal number of Employer Trustees and Union Trustees.

20.10 Calendar Year means any twelve-month period beginning January 1 and ending the following December 31.

20.11 Child Survivor Benefit. See Article 12.5.

20.12 Code means the Internal Revenue Code of 1986, as amended from time to time, and any predecessors or successor thereto.

20.13 Continuous Past Employment. See Article 7.2.

20.14 Contribution Percentage. See Article 5.2.

20.15 Contributory Service Benefit. See Article 5.2.

20.16 Covered Employee means an Employee who is in Covered Employment.

20.17 Covered Employer means an Employer that is bound by the Trust Agreement and is obligated to make payments to the Trust Fund under a Pension Agreement.

An Employer becomes a Covered Employer at the beginning of the first hour of Covered Employment performed for the Employer by any Employee. An Employer ceases to be a Covered Employer at the end of the last hour of Covered Employment performed for the Employer by his Employees.

20.18 Covered Employment means employment with a Covered Employer for which the Covered Employer is required to make payments to the Trust Fund under the terms of a Pension Agreement. For this purpose, employment includes any period of paid time off (such as paid holidays and paid vacations), any period of temporary layoff, and any period of disability absence on account of illness or injury, but only if the Pension Agreement specifically provides that the Covered Employer is required to make payments to the Trust Fund for that period.

To the extent required by applicable Federal Veterans Reemployment Rights laws, periods of absence from Covered Employment on account of military service shall be recognized as Covered Employment but only if the Plan Member enters military service from Covered Employment with a Covered Employer and returns to Covered Employment with that Covered Employer within the period his reemployment rights are protected by such laws.

If a Plan Member dies or becomes totally and permanently disabled while absent from Covered Employment on account of military service that is otherwise protected by applicable Federal Veterans Reemployment Rights laws, the requirement that the Plan Member return to Covered Employment with the same Covered Employer is waived but only if the Plan Member's death or total and permanent disability occurs within the period the Plan Member's reemployment rights are protected by such laws.

20.19 Covered Hour means an hour of Covered Employment. If an Employer Contribution is computed on a basis other than by reference to hours of Covered Employment, the Covered Employee will be credited with an equivalent number of Covered Hours as determined by the Trustees. For example, if an Employer Contribution is computed on a flat daily, weekly, or monthly basis, the equivalent number of Covered Hours would be 8, 40 or 173 Covered Hours, respectively.

See Appendix M for special rules on recognition of certain Restored Covered Hours as Covered Hours for certain purposes under the Plan.

20.20 Disability Pension Effective Date. See Article 9.2.

20.21 Disability Pensioner means a Plan Member who is entitled to receive a Disability Retirement Benefit. A Plan Member becomes a Disability Pensioner on his Disability Pension Effective Date.

20.22 Disability Retirement Benefit. See Article Nine.

20.23 Earliest Retirement Date, for a Plan Member who becomes a Vested Participant before his Normal Retirement Date, means the later of the following:

- The Plan Member's 55th birthday.
- The last day of the month in which the Plan Member becomes a Vested Participant.

For a Plan Member under age 55 who meets the Applicable Contributory Service Requirement in Table Six at a time that he has Recent Coverage, **Earliest Retirement Date** means the date the Plan Member first meets that requirement. If the Plan Member does not have Recent Coverage when he first meets the Applicable Contributory Service Requirement, the Plan Member's Earliest Retirement Date is postponed until the earlier of the Plan Member's 55th birthday or the date the Plan Member first has Recent Coverage. In either case, if the date in question is before January 1, 1992, then the Plan Member's Earliest Retirement Date is the earlier of January 1, 1992 or his 55th birthday.

For purposes of the preceding paragraph, a Plan Member has Recent Coverage on a particular date if he completes at least 1,500 Covered Hours during the 60-month period that ends with the month beginning just before that date.

For a Plan Member who becomes a Vested Participant on his Normal Retirement Date, **Earliest Retirement Date** means his Normal Retirement Date.

For a Plan Member who becomes a Vested Participant after his Normal Retirement Date, **Earliest Retirement Date** means the last day of the month in which he becomes a Vested Participant.

20.24 Employee means a person who is a common-law employee of an Employer. Employee does not mean a proprietor, partner or self-employed person, nor does it mean a director or officer of an Employer who is not otherwise regularly employed by the Employer as a common-law employee.

20.25 Employee and Spouse Pension (Regular and Optional). See Article 10.4. **Employee and Spouse Pension (Regular and Optional) with Benefit Adjustment Option.** See Article 10.6. **Employee and Spouse Pop Up.** See Article 10.7.

20.26 Employer means an association, corporation, individual or partnership or any other entity that is legally capable of entering into an employment relationship.

20.27 Employer Contributions means the payments that a Covered Employer is required to make to the Trust Fund on behalf of his Covered Employees under a Pension Agreement.

With respect to any period of military service that is recognized as Covered Employment, the Covered Employee shall be credited with the Employer Contributions that a Covered Employer would have been required to make to the Trust Fund under the applicable Pension Agreement had the Covered Employee remained in Covered Employment with the Covered Employer under that Pension Agreement during the period the Covered Employee was absent from Covered Employment because of that military service.

A Covered Employer shall have no obligation to make Employer Contributions to the Trust Fund with respect to any period of military service that is recognized as Covered Employment unless that obligation is set forth in the applicable Pension Agreement or the period of military service is covered by the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

20.28 Employment. See Article 7.6.

20.29 ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time.

20.30 First Covered Hour means the first Covered Hour of an Employee under the Plan. When determining an Employee's First Covered Hour, Covered Hours before a Forfeiture of Service or Pre-ERISA Break in Service are disregarded.

20.31 500 Covered Hour Year means a Calendar Year during which an Employee completes at least 500 Covered Hours.

20.32 Five-Year Average Benefit. See Article 6.1.

20.33 Five-Year Average Rate. See Article 6.2.

20.34 Floor Rate. See Article 6.6.

20.35 Forfeiture of Service. See Article 3.4.

20.36 Hour of Noncovered Employment means a regular time hour of work performed by an Employee for an Employer that meets all the following conditions:

- The work is not covered by a Pension Agreement.
- The work is performed at a time when the Employer is a Covered Employer or is performed at any time during the Calendar Year in which the Employer first becomes a Covered Employer.
- The work comes immediately before or immediately after Covered Employment with the same Employer, with no intervening quit, discharge or retirement.
- The Employee is compensated by his Employer for that work.

For this purpose, paid holidays and paid vacations will be considered time worked at the rate of eight hours of work for each full calendar day of paid holiday or paid vacation. Other periods of paid time off will not be considered time worked.

If back pay in favor of an Employee is either awarded or agreed to by his Employer, the Employee will be credited with Hours of Noncovered Employment to the extent the award or agreement is intended to compensate the Employee for regular time hours of work the Employee did not perform but would have performed for the Employer, but only if the hours of work would have met all of the conditions described above.

If an Employee performs regular time hours of work for an Employer that is not a Covered Employer but is a trade or business (whether or not incorporated) under common control with a Covered Employer within the meaning of section 414 of the Code and the regulations thereunder, those hours of work will be considered Hours of Noncovered Employment to the same extent as if those hours had been worked for the Employer that is the Covered Employer. For this purpose only, if an Employee transfers employment (whether voluntarily or involuntarily) between Employers that are under common control, that transfer will not be considered a quit, discharge or retirement for purposes of determining the Employee's Hours of Noncovered Employment.

20.37 Hour of Service means either a Covered Hour or an Hour of Noncovered Employment.

A person who was an Active Participant on January 1, 1976 will be credited with 500 Hours of Service for each Calendar Year that meets both of the following conditions:

- The Calendar Year ends on or after the date of his First Covered Hour.
- The Calendar Year ends before January 1, 1976.

The Trustees will allocate a person's Hours of Service to the appropriate Calendar Year according to applicable federal regulations. The Trustees will determine how many Hours of Service a person earns during a Calendar Year on the basis of records that are reasonably accessible to the Trustees. In making these determinations, the Trustees will make whatever calculations, approximations and estimates they consider necessary.

If a person fails to complete at least 50 Hours of Service during a calendar month and both of the conditions described below are met, he will be credited with sufficient Hours of Service for that month so that he will have exactly 50 Hours of Service for that month. The conditions are that:

- The person must be wholly prevented from engaging in his usual occupation (as determined by the Trustees) during the month because of a medically determinable physical or mental impairment. In determining a person's usual occupation, the Trustees will consider only those occupations the person previously had engaged in while a Covered Employee.
- The person's disability must begin after his First Covered Hour but no more than three years after a Calendar Year in which he was an Active Participant.

Once a person has received Hours of Service credit for 36 calendar months of disability (whether under the rules of the preceding paragraph or under the rules of the following paragraph, or both), he is ineligible to receive any Hours of Service credit under the preceding paragraph for any subsequent months. However, once the person completes at least one Year of Contributory Service, he will be eligible to receive Hours of Service credit under the preceding paragraph for calendar months of disability beginning after that Year, subject to a new 36-month limitation.

If a person fails to complete at least 50 Hours of Service during a calendar month and both of the conditions described below are met, he will be credited with sufficient Hours of Service for that month so that he will have exactly 50 Hours of Service for that month. The conditions are that:

- The person must be disabled during that month.
- The person's disability must begin after his First Covered Hour but no more than three years after a Calendar Year in which he was an Active Participant.

For purposes of this provision, a person is considered disabled if he is wholly prevented from engaging in any substantial gainful activity because of a medically determinable physical or mental impairment. A determination of disability under the Federal Social Security Act will be considered as conclusive proof of disability.

If a person fails to complete at least 50 Hours of Service during a calendar month and all three of the conditions described below are met, he will be credited with sufficient Hours of Service for that month so that he will have exactly 50 Hours of Service for that month. The conditions are that:

- The person must be employed during that month in a collective bargaining unit represented by a Western Region Union but only if the unit has never been covered by the Plan or leaves the Plan before the person's employment in that unit begins.
- The person's employment in the collective bargaining unit must begin after his First Covered Hour but no more than three years after a Calendar Year in which he was an Active Participant.
- The person must become an Active Participant within two years after his employment in the collective bargaining unit ends.

If an Employee of a Covered Employer is absent from work for any period of maternity or paternity leave that begins after December 31, 1986, the Employee will be credited with 8 Hours of Service for each normal work day during the maternity or paternity leave, provided the leave is for one or more of the following reasons:

- Because of the Employee's pregnancy.
- Because of the birth of the Employee's child.
- Because of the placement of a child with the Employee in connection with the Employee's adoption of the child.
- For the purpose of caring for the child for the period immediately following birth or placement.

No more than 250 Hours of Service will be credited under this maternity/paternity leave provision because of any one pregnancy or placement. Hours of Service credited to an Employee under this provision will count only in determining if the Employee has had an Interruption of Service under Article 3.3 and for no other purpose.

If the Employee has less than 250 Hours of Service in the Calendar Year in which the maternity or paternity leave begins (determined independently of any Hours of Service the Employee is credited with under the above maternity/paternity leave provisions), the Employee's Hours of Service under those provisions will be credited to that Calendar Year. Otherwise, those Hours of Service will be credited to the following Calendar Year.

An Employee will not be credited with any Hours of Service under the above provisions on account of a period of maternity or paternity leave unless the Employee provides a timely written certification to the Trustees that the leave is being taken for one or more of the permitted reasons together with such supporting documentation as the Trustees may reasonably require.

20.38 Inactive Participant. See Articles 2.4 and 2.5.

20.39 Interruption of Service. See Article 3.3.

20.40 Latest Retirement Date means the first day of the calendar month that begins on or immediately following the latest of the following three dates:

- The Plan Member's Earliest Retirement Date.
- The Plan Member's 70th birthday.
- January 1, 1987.

20.41 Life Only Pension. See Article 10.3 **Life Only Pension with Benefit Adjustment Option.** See Article 10.5.

20.42 Lump Sum Death Benefit. See Article 12.1.

20.43 Noncontributory Service Benefit. See Article 5.4.

20.44 Non-Western Region Union means a Union that is not a Western Region Union (see Article 20.83).

20.45 Normal Retirement Benefit. See Article 4.1.

20.46 Normal Retirement Date means the later of a person's 65th birthday or the second anniversary of his First Covered Hour.

20.47 Participant means a person who is either an Active Participant or an Inactive Participant.

20.48 Past Employment. See Article 7.1.

20.49 PEER means the Program for Enhanced Early Retirement Benefits adopted by the Trustees effective January 1, 1992 to allow eligible Participants with substantial Years of Contributory Service who have Current PEER Coverage, satisfy the applicable Contributory Service Requirement and meet other eligibility conditions (see Article 13.9) to retire early at any age and receive an Age or Disability Retirement Benefit equal to 100% of their Normal Retirement Benefit. Effective January 1, 1994, the Trustees expanded the Program for Enhanced Early Retirement to include three separate levels: PEER/84, PEER/82 and PEER/80 (sometimes collectively referred to as "PEER"). For ease of reference, the initial program that became effective in 1992 is sometimes referred to as "Original PEER."

20.50 PEER Covered Hour means a Covered Hour for which a Covered Employer is required to make a Special PEER Contribution to the Trust Fund. A PEER/84 Covered Hour or an Original PEER Covered Hour means a Covered Hour for which the required Special PEER Contribution equals 6.5% of the basic Employer Contribution rate. A PEER/82 Covered Hour means a Covered Hour for which the required Special PEER Contribution equals 11.5% of the basic Employer Contribution rate. A PEER/80 Covered Hour means a Covered Hour for which the required Special PEER Contribution equals 16.5% of the basic Employer Contribution rate.

20.51 PEER Pension Agreement means a written agreement that meets the requirements set forth in Article 20.52 (Pension Agreement) and in addition meets all of the following conditions:

- The agreement must provide, in form satisfactory to the Trustees, that the Employer and Union elect to participate in the Trust Fund's Program for Enhanced Early Retirement Benefits for all Employees of the Employer who are covered by the agreement.
- If the effective date of the election by the Employer and Union to participate in PEER/84 is after the December 31, 1997 deadline, the deadline is waived subject to the following conditions:
 - If the effective date is before January 1, 1999, no Covered Hours earned during the 12-month period beginning on the effective date will be recognized as PEER Covered Hours for any purpose under the Plan.
 - If the effective date is after December 31, 1998, no Covered Hours earned during the 24-month period beginning on the effective date will be recognized as PEER Covered Hours for any purpose under the Plan.
 - These non-recognition provisions shall override the provisions of Article 20.50 governing what qualifies as a PEER Covered Hour.
- The effective date of the election by the Employer and Union to participate in Original PEER-PEER/84 must be after March 31, 1991 and must be before the later of December 31, 1997 or the sixth anniversary of the first date on which any Employee in the unit covered by the agreement performs work for which the Employer is obligated to make payments to the Trust Fund by that agreement.
- The effective date of the election by the Employer and Union to participate in PEER/82 must be on or after the PEER/82 inception date established by the Trustees and must be before the later of (1) December 31 following the sixth anniversary of the PEER/82 inception date or (2) the sixth anniversary of the first date on which any Employee in the unit covered by the agreement performs work for which the Employer is obligated to make payments to the Trust Fund by that agreement.
- The effective date of the election by the Employer and Union to participate in PEER/80 must be on or after the PEER/80 inception date established by the Trustees and must be before the later of (1) December 31 following the sixth anniversary of the PEER/80 inception date or (2) the sixth anniversary of the first date on which any Employee in the unit covered by the agreement performs work for which the Employer is obligated to make payments to the Trust Fund by that agreement.

- Commencing with Covered Hours earned on or after the effective date of the PEER election, the agreement must require the Employer to make a supplemental payment (“Special PEER Contribution”) to the Trust Fund for each Covered Hour earned under the agreement in an amount computed at a rate that is a percentage of the Employer Contribution the Employer is otherwise required to pay to the Trust Fund for that Covered Hour. The rate of supplemental payment, expressed as an hourly rate, must be rounded to the nearest penny. The minimum rate of supplemental payment is one cent per hour. If the election is for Original PEER-PEER/84, the percentage is 6.5. If the election is for PEER/82, the percentage is 11.5. If the election is for PEER/80, the percentage is 16.5.
- The inception date for PEER/82 will be the first day of the month beginning on or just following the earliest date of Covered Employment for which Pension Agreements covering at least 10,000 Covered Employees all require Special PEER Contributions at the 11.5% rate. That date cannot be before August 1, 1993. The inception date for PEER/80 will be the first day of the month beginning on or just following the earliest date of Covered Employment for which Pension Agreements covering at least 10,000 Covered Employees all require Special PEER Contributions at the 16.5% rate. That date cannot be before August 1, 1993.
- The agreement must comply with the rules, regulations and policies of the Trustees governing PEER Pension Agreements and must be accepted in writing by the Trustees as a PEER Pension Agreement.

20.52 Pension Agreement means a written agreement between a Union and an Employer that meets the following three conditions:

- The agreement requires the Employer to make payments to the Trust Fund on behalf of Employees of the Employer.
- The agreement complies with the rules, regulations and policies of the Trustees governing acceptance of payments from Employers.
- The agreement has been accepted in writing by the Trustees as a Pension Agreement.

Pension Agreement also means a written agreement that meets each of the three conditions described above and is between the Trustees and any Employer listed below:

- Any Union.
- Any Western Region Joint Council or any other subordinate body of the International Brotherhood of Teamsters that is located in the 13 western states and primarily services one or more Western Region Unions or their members.
- Any administrative agency serving the Trustees.
- The Trust Fund.

The Trustees from time to time may establish uniform rules setting forth additional conditions and requirements that must be met for acceptance of an agreement as a Pension Agreement if the agreement covers Employees represented by a Non-Western Region Union or is an agreement between the Trustees and a Non-Western Region Union covering the Employees of that Union.

The Trustees may decline to accept a collective bargaining agreement as a Pension Agreement if acceptance might require a transfer of liabilities from another multiemployer pension plan to the Trust pursuant to Section 4235 of ERISA, or they may condition acceptance of the agreement on satisfaction of such additional terms and conditions as they may deem appropriate.

The term Pension Agreement includes any extension, renewal or replacement thereof. A Pension Agreement will be considered as being in effect on any date if it provides for Employer Contributions to be made to the Trust Fund with respect to employment on such date.

In no event will an agreement be considered a Pension Agreement unless and until it is accepted in writing by the Trustees. Acceptance will be retroactive to the effective date of payments to the Trust Fund specified in the agreement unless a later date is specified in the Trustees’ acceptance.

The Trustees may withdraw their acceptance of a written agreement as a Pension Agreement by written notice to the parties to the agreement. The action of the Trustees shall comply with their rules, regulations and policies governing acceptance of payments from Employers and may be retroactive or prospective.

20.53 Pension Effective Date means the first day of the first month for which a monthly Retirement Benefit payment is payable to a Plan Member. If a Plan Member has applied for both a Disability Retirement Benefit and an Age Retirement Benefit and both applications are approved by the Trustees, the Plan Member’s Pension Effective Date is the first day of the first month for which either an Age Retirement Benefit or a Disability Retirement Benefit is payable.

20.54 Pensioner means an Age Pensioner or a Disability Pensioner.

20.55 Plan means the Western Conference of Teamsters Pension Plan as amended from time to time.

20.56 Plan Member means a person who is either a Participant or a Pensioner.

20.57 Plan Year means a Calendar Year.

20.58 Postponement Factor. See Article 11.2 and Table Eleven.

20.59 Pre-ERISA Break in Service means a “Break in Service” before 1976 as determined under the Plan before January 1, 1976.

If a Participant was credited with less than 50 Covered Hours in a calendar month before 1976 under the rules of the Plan that were in effect at that time, and if all of the conditions described below are met, then for the sole purpose of applying the Pre-ERISA Break in Service rules, the Participant will be credited with sufficient Covered Hours for that month so that he will have exactly 50 Covered Hours for that month. The conditions are that:

- The Participant completed one or more Hours of Noncovered Employment during the month.
- Those Hours of Noncovered Employment were based on work for a Covered Employer that came immediately after a period of Covered Employment with the same Employer with no intervening quit, discharge or retirement.
- The Participant forever gives up any Cash Termination Benefit or Vested Retirement Benefit he could otherwise receive because of any Pre-ERISA Break in Service that would be prevented by application of this special rule.
- He makes satisfactory arrangements for the repayment of those Benefits, with interest, to the extent he has already received them.

If a participant was credited with less than 50 Covered Hours in a calendar month before 1976 under the rules of the Plan that were in effect at that time, and if all of the conditions described below are met, then for the sole purpose of applying the Pre-ERISA Break in Service rules, the Participant will be credited with sufficient Covered Hours for that month so that he will have exactly 50 Covered Hours for that month. The conditions are that:

- The Participant was wholly prevented from engaging in his usual occupation (as determined by the Trustees) during the month because of a medically determinable physical or mental impairment. In determining a Participant’s usual occupation, the Trustees will consider only those occupations the Participant engaged in while a Covered Employee.
- The Participant forever gives up any Cash Termination Benefit or Vested Retirement Benefit he could otherwise receive because of any Pre-ERISA Break in Service that would be prevented by application of this special rule.
- He makes satisfactory arrangements for the repayment of those Benefits, with interest, to the extent he has already received them.

Once a Participant has received Covered Hours credit for 36 calendar months of disability (whether under this paragraph or under the rules of the Plan in effect at the time), he is ineligible to receive any Covered Hours credit under this paragraph for any subsequent months. However, once the Participant completes at least 600 Covered Hours based on Covered Employment over a continuous period of not more than two Calendar Years, he will be eligible to receive Covered Hours credit under this paragraph for calendar months of disability beginning after that period, subject to a new 36-month limitation.

20.60 Prior Plan Future Service Credits. See Article 6.4.

20.61 Prior Plan Past Service Credits. See Article 6.5.

20.62 Prior Plan Service Credits. See Article 6.3.

20.63 Reciprocal Benefits. See Article 14.1.

20.64 Retirement Benefit means either an Age Retirement Benefit or a Disability Retirement Benefit.

20.65 Retirement Factor. See Tables One, Two, Three, Four and Five.

20.66 Retirement From Employment. See Article 8.5.

20.67 750 Hour Requirement. See Article 2.2.

20.68 Special Past Employment. See Article 7.4.

20.69 Special PEER Contributions means the supplemental payments an Employer is required to make to the Trust Fund under a PEER Pension Agreement as a condition to participating in the Program for Enhanced Early Retirement Benefits. Under no circumstances will a Supplemental PEER Payment be recognized as an Employer Contribution for purposes of any benefit calculation under the Plan that is based, directly or indirectly, on Employer Contributions, including without limitation, Contribution Account Benefits, Five-Year Average Benefits, Survivor Benefits and Lump Sum Death Benefits.

20.70 Spouse. See Article 10.11.

20.71 Spouse Pension Effective Date. See Article 11.3.

20.72 Surviving Child. See Article 12.6.

20.73 Surviving Spouse means the person to whom a Plan Member is married on the date of his death. Article 17.7 describes the types of marriages the Trustees will recognize for this purpose.

The determination by the Trustees of whether a Plan Member has a Surviving Spouse and if so, the identity of the person who is his Surviving Spouse, will take into account any credible documentary or other evidence of the Plan Member's marital status and of the identity of the person, if any, who is his Surviving Spouse, received by the Trustees in connection with any person's application for benefits or already contained in Trust records.

Once payment of any benefit is made to a person as the Surviving Spouse of a Plan Member, the following determinations by the Trustees become final and conclusive as to the rights of any person claiming to have been the Plan Member's Surviving Spouse:

- A determination that some other person was the Plan Member's Surviving Spouse.
- Any subsidiary determination to the extent based on a determination that some other person was the Plan Member's Surviving Spouse.

The Trustees, in their sole discretion, may waive the provisions of the preceding paragraph in whole or in part, provided that arrangements satisfactory to the Trustees are made for the repayment to the Trust Fund of all payments made on the basis of any of the determinations listed above and for the protection of the Trust Fund against any further claims based on any of those determinations.

20.74 Survivor Benefit Rate. See Article 12.5.

20.75 Trust Administrative Office. See Article 17.1.

20.76 Trust Agreement means the Agreement and Declaration of Trust establishing the Western Conference of Teamsters Pension Trust Fund, as amended from time to time.

20.77 Trust Fund means the Western Conference of Teamsters Pension Trust Fund.

20.78 Trustees means the Employer Trustees and Union Trustees collectively as constituted from time to time under the Trust Agreement.

20.79 250 Hour Requirement. See Article 2.3.

20.80 Union means any of the following labor organizations:

- A local union affiliated with the International Brotherhood of Teamsters.
- A labor organization that represents "guards" within the meaning of section 9(b)(3) of the National Labor Relations Act, provided some of its members previously were represented by a Western Region Union.

- A labor organization that represents “guards” working within the geographic jurisdiction of the Western Region and that is affiliated with, or is a constituent member of, a labor organization at least one of whose constituent members or affiliates is a labor organization described in the preceding subparagraph.

20.81 Vested Participant means an Active Participant or an Inactive Participant who has met the requirements of Article 3.1.

20.82 Western Region Joint Council means a Teamsters Joint Council whose President is entitled to serve as a Union Trustee pursuant to the Trust Agreement.

20.83 Western Region Union means a Union that is affiliated with a Western Region Joint Council or that primarily represents Employees located within the 13 western states.

20.84 Year of Contributory Service means a Calendar Year during which an Employee completes at least 500 Covered Hours.

See Appendix M for special rules on recognition of Years of Restored Contributory Service as Years of Contributory Service.

20.85 Year of Noncontributory Service. See Article 5.5.

20.86 Year of Service. See Article 5.3.

20.87 Year of Vesting Service means a Calendar Year in which an Employee completes at least 500 Hours of Service.

TABLE ONE

**RETIREMENT FACTORS
(Expressed as Percentages)**

for Plan Members under Age 62 Who Qualify for PEER Benefits

Attained Age in Completed Years and Months*

Completed Months	Completed Years											
	50	51	52	53	54	55	56	57	58	59	60	61
0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
1	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
2	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
3	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
4	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
5	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
6	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
7	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
8	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
9	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
10	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
11	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0

* The following rules govern how to determine the Plan Member's attained age:

- For Age and Disability Retirement Benefits, use the Plan Member's attained age on his Pension Effective Date.
- For Immediate Before Retirement Spouse Lifetime Pensions and Before Retirement 48-Month Death Benefits, use the Plan Member's attained age when he died.
- For Deferred Before Retirement Spouse Lifetime Pensions, use the age the Plan Member would have attained on his Earliest Retirement Date had he survived.
- For Pension Increases, use the Pensioner's attained age on his Pension Increase Date.

TABLE TWO

**RETIREMENT FACTORS
(Expressed as Percentages)**

**for Plan Members under Age 62 With Recent Coverage
Who Meet Contributory Service Requirement but
Do Not Qualify for PEER Benefits**

Attained Age in Completed Years and Months*

Completed Months	Completed Years											
	50	51	52	53	54	55	56	57	58	59	60	61
0	45.0	49.0	53.0	57.0	61.0	65.0	69.0	73.0	78.4	83.8	89.2	94.6
1	45.3	49.3	53.3	57.3	61.3	65.3	69.3	73.5	78.9	84.3	89.7	95.1
2	45.7	49.7	53.7	57.7	61.7	65.7	69.7	73.9	79.3	84.7	90.1	95.5
3	46.0	50.0	54.0	58.0	62.0	66.0	70.0	74.4	79.8	85.2	90.6	96.0
4	46.3	50.3	54.3	58.3	62.3	66.3	70.3	74.8	80.2	85.6	91.0	96.4
5	46.7	50.7	54.7	58.7	62.7	66.7	70.7	75.3	80.7	86.1	91.5	96.9
6	47.0	51.0	55.0	59.0	63.0	67.0	71.0	75.7	81.1	86.5	91.9	97.3
7	47.3	51.3	55.3	59.3	63.3	67.3	71.3	76.2	81.6	87.0	92.4	97.8
8	47.7	51.7	55.7	59.7	63.7	67.7	71.7	76.6	82.0	87.4	92.8	98.2
9	48.0	52.0	56.0	60.0	64.0	68.0	72.0	77.1	82.5	87.9	93.3	98.7
10	48.3	52.3	56.3	60.3	64.3	68.3	72.3	77.5	82.9	88.3	93.7	99.1
11	48.7	52.7	56.7	60.7	64.7	68.7	72.7	78.0	83.4	88.8	94.2	99.6

* The following rules govern how to determine the Plan Member's attained age:

- For Age Retirement Benefits, use the Plan Member's attained age on his Pension Effective Date.
- For Disability Retirement Benefits, use the Plan Member's attained age on his Disability Pension Effective Date, or if earlier, the Pension Effective Date of his Age Retirement Benefit.
- For Immediate Before Retirement Spouse Lifetime Pensions and Before Retirement 48-Month Death Benefits, use the Plan Member's attained age when he died.
- For Pension Increases, use the Pensioner's attained age on his Pension Increase Date.

TABLE THREE

**RETIREMENT FACTORS
(Expressed as Percentages)**

**for Plan Members under Age 65
with Recent Coverage**

Attained Age in Completed Years and Months*

Completed Months	Completed Years										
	55	56	57	58	59	60	61	62	63	64	65
0	54.4	59.2	64.0	71.2	78.4	85.6	92.8	100	100	100	100
1	54.8	59.6	64.6	71.8	79.0	86.2	93.4	100	100	100	—
2	55.2	60.0	65.2	72.4	79.6	86.8	94.0	100	100	100	—
3	55.6	60.4	65.8	73.0	80.2	87.4	94.6	100	100	100	—
4	56.0	60.8	66.4	73.6	80.8	88.0	95.2	100	100	100	—
5	56.4	61.2	67.0	74.2	81.4	88.6	95.8	100	100	100	—
6	56.8	61.6	67.6	74.8	82.0	89.2	96.4	100	100	100	—
7	57.2	62.0	68.2	75.4	82.6	89.8	97.0	100	100	100	—
8	57.6	62.4	68.8	76.0	83.2	90.4	97.6	100	100	100	—
9	58.0	62.8	69.4	76.6	83.8	91.0	98.2	100	100	100	—
10	58.4	63.2	70.0	77.2	84.4	91.6	98.8	100	100	100	—
11	58.8	63.6	70.6	77.8	85.0	92.2	99.4	100	100	100	—

* The following rules govern how to determine the Plan Member's attained age:

- For Age Retirement Benefits, use the Plan Member's attained age on his Pension Effective Date.
- For Disability Retirement Benefits, use the Plan Member's attained age on his Disability Pension Effective Date, or if earlier, the Pension Effective Date of his Age Retirement Benefit.
- For Immediate Before Retirement Spouse Lifetime Pensions and Before Retirement 48-Month Death Benefits, use the Plan Member's attained age when he died, or if the Plan Member dies before age 55, use age 55.
- For Deferred Before Retirement Spouse Lifetime Pensions, use the age the Plan Member would have attained on his Earliest Retirement Date had he survived.
- For Pension Increases, use the Pensioner's attained age on his Pension Increase Date.

TABLE FOUR

RETIREMENT FACTORS (Expressed as Percentages)

**for Plan Members under Age 65
without Recent Coverage**

Attained Age in Completed Years and Months*

Completed Months	Completed Years										
	55	56	57	58	59	60	61	62	63	64	65
0	40.0	44.8	49.6	54.4	59.2	64.0	71.2	78.4	85.6	92.8	100
1	40.4	45.2	50.0	54.8	59.6	64.6	71.8	79.0	86.2	93.4	—
2	40.8	45.6	50.4	55.2	60.0	65.2	72.4	79.6	86.8	94.0	—
3	41.2	46.0	50.8	55.6	60.4	65.8	73.0	80.2	87.4	94.6	—
4	41.6	46.4	51.2	56.0	60.8	66.4	73.6	80.8	88.0	95.2	—
5	42.0	46.8	51.6	56.4	61.2	67.0	74.2	81.4	88.6	95.8	—
6	42.4	47.2	52.0	56.8	61.6	67.6	74.8	82.0	89.2	96.4	—
7	42.8	47.6	52.4	57.2	62.0	68.2	75.4	82.6	89.8	97.0	—
8	43.2	48.0	52.8	57.6	62.4	68.8	76.0	83.2	90.4	97.6	—
9	43.6	48.4	53.2	58.0	62.8	69.4	76.6	83.8	91.0	98.2	—
10	44.0	48.8	53.6	58.4	63.2	70.0	77.2	84.4	91.6	98.8	—
11	44.4	49.2	54.0	58.8	63.6	70.6	77.8	85.0	92.2	99.4	—

* The following rules govern how to determine the Plan Member's attained age:

- For Age Retirement Benefits, use the Plan Member's attained age on his Pension Effective Date.
- For Immediate Before Retirement Spouse Lifetime Pensions, use the Plan Member's attained age when he died.
- For Deferred Before Retirement Spouse Lifetime Pensions, use the age the Plan Member would have attained on his Earliest Retirement Date had he survived.
- For Pension Increases, use the Pensioner's attained age on his Pension Increase Date.

TABLE FIVE

**RETIREMENT FACTORS
(Expressed as Percentages)**

for Plan Members Age 65 or Over

Attained Age in Completed Years and Months*

Completed Months	Completed Years					
	65	66	67	68	69	70
0	100.0	109.6	119.2	128.8	138.4	148.0
1	100.8	110.4	120.0	129.6	139.2	—
2	101.6	111.2	120.8	130.4	140.0	—
3	102.4	112.0	121.6	131.2	140.8	—
4	103.2	112.8	122.4	132.0	141.6	—
5	104.0	113.6	123.2	132.8	142.4	—
6	104.8	114.4	124.0	133.6	143.2	—
7	105.6	115.2	124.8	134.4	144.0	—
8	106.4	116.0	125.6	135.2	144.8	—
9	107.2	116.8	126.4	136.0	145.6	—
10	108.0	117.6	127.2	136.8	146.4	—
11	108.8	118.4	128.0	137.6	147.2	—

* The following rules govern how to determine the Plan Member's attained age:

- For Age Retirement Benefits, use the Plan Member's attained age on his Pension Effective Date.
- For Immediate Before Retirement Spouse Lifetime Pensions and Before Retirement 48-Month Death Benefits, use the Plan Member's attained age when he died.
- For Pension Increases, use the Pensioner's attained age on his Pension Increase Date, or if his Pension Increase Date is after his Latest Retirement Date, use his age on his Latest Retirement Date.

TABLE SIX

CONTRIBUTORY SERVICE REQUIREMENT*

If Plan Member's Attained Age on Most Recent Birthday Is	Then the Contributory Service Requirement, expressed in terms of Years of Contributory Service, Is			
	Rule of 85	Rule of 84	Rule of 82	Rule of 80
50	35	34	32	30
51	34	33	31	29
52	33	32	30	28
53	32	31	29	27
54	31	30	28	26
55	30	29	27	25
56	29	28	26	24
57	28	27	25	23
58	27	26	24	22
59	26	25	23	21
60	25	24	22	20
61	24	23	21	19

* See Article 13.9 for the rules governing which column is used to determine the applicable Contributory Service Requirement.

TABLE SEVEN

**BENEFIT FACTORS
For Five-Year Average Benefits**

Five-Year Average Rate	Benefit Factor
(in dollars)	
\$.00	\$ 0.00
.07	2.50
.14	5.00
.21	7.50
.28	9.875
.35	12.250
.42	14.625
.49	17.000
.56	19.375
.63	21.750
.70	24.125
.77	26.500
.84	28.875
.91	31.250
.98	33.325
1.05	35.400
1.12	37.475
1.19	39.550
1.26	41.625
1.33	43.700
1.40	45.775
1.47	47.850
1.54	49.925
1.61	52.000
1.68	54.075
1.75	56.150
1.82	58.225
1.89	60.300
1.96	62.375
2.03	64.450
2.10	66.525
2.17	68.600
2.24	70.675
2.31	72.750
2.38	74.825
2.45	76.900
Each additional \$.07	\$ 2.075

The Benefit Factor for a Rate not shown is determined by straight-line interpolation.

NOTE: Table Seven only applies to a person who is an Active Participant on January 1, 1987 or who attains or regains Active Participant status after January 1, 1987. See Article 6.1.

TABLE EIGHT

SPOUSE PENSION FACTORS

(Expressed as Percentages)

Part One

**Factors for Regular Employee and Spouse Pensions
and Before Retirement Spouse Lifetime Pensions**

Spouse's Age As Compared to Plan Member's Age*	Attained Age of Plan Member*							
	65	62	60	55	50	45	40	35
5 Years Younger	83.3	84.9	86.2	87.9	82.9	80.3	80.1	79.9
Same Age	86.7	87.8	88.5	90.0	85.0	81.5	81.1	80.7
5 Years Older	90.0	90.7	91.2	92.1	87.0	83.4	82.2	81.6

Part Two

**Factors for Optional Employee and Spouse Pensions
(Recent Coverage at Retirement)**

Spouse's Age As Compared to Plan Member's Age*	Attained Age of Plan Member*				
	65	62	60	55	50
5 Years Younger	81.7	83.5	84.8	86.8	82.2
Same Age	85.3	86.5	87.4	89.1	84.4
5 Years Older	88.9	89.7	90.3	91.5	86.6

Part Three

**Factors for Optional Employee and Spouse Pensions
(No Recent Coverage at Retirement)**

Spouse's Age As Compared to Plan Member's Age*	Attained Age of Plan Member*				
	65	62	60	55	50
5 Years Younger	78.6	80.7	82.3	84.8	80.6
Same Age	82.6	84.1	85.2	87.4	83.0
5 Years Older	86.7	87.7	88.5	89.9	85.4

NOTE: Percentages for ages not shown are computed on a basis consistent with that used for those shown.

- * The following rules govern how to determine the attained ages of the Plan Member and his Spouse or Surviving Spouse:
- For the Employee and Spouse Pension, use the attained ages of the Plan Member and Spouse on the Plan Member's Pension Effective Date.
 - For the Immediate Before Retirement Spouse Lifetime Pension, use the attained ages of the Plan Member and Surviving Spouse when the Plan Member died, or if the Plan Member dies before his Earliest Retirement Date, use the ages the Plan Member and Surviving Spouse would have attained on the Plan Member's Earliest Retirement Date had they both survived.
 - For the Deferred Before Retirement Spouse Lifetime Pension, use the ages the Plan Member and Surviving Spouse would have attained on the Plan Member's Earliest Retirement Date had they both survived.
 - For an Employee and Spouse Pension Increase that takes effect before the Pensioner's death, use the attained ages of the Pensioner and his Spouse on the Pensioner's Pension Increase Date.
 - For an After Retirement Spouse Lifetime Pension Increase based on a Pension Increase that did not actually take effect before the Pensioner's death, use the attained ages of the Pensioner and Surviving Spouse when the Pensioner dies.

TABLE NINE

**MINIMUM INCREASE UNDER
BENEFIT ADJUSTMENT OPTIONS**

Adjustment Date: 62nd Birthday

Age in Completed Years and Completed Quarter- Years on Pension Effective Date	Amount of Increase	Age in Completed Years and Completed Quarter- Years on Pension Effective Date	Amount of Increase
50	\$ 91.00	56	\$144.00
50 ¹ / ₄	93.00	56 ¹ / ₄	147.50
50 ¹ / ₂	94.50	56 ¹ / ₂	150.00
50 ³ / ₄	96.00	56 ³ / ₄	153.50
51	98.00	57	156.50
51 ¹ / ₄	100.00	57 ¹ / ₄	160.00
51 ¹ / ₂	102.00	57 ¹ / ₂	163.00
51 ³ / ₄	103.50	57 ³ / ₄	166.50
52	105.50	58	170.00
52 ¹ / ₄	107.50	58 ¹ / ₄	174.00
52 ¹ / ₂	109.50	58 ¹ / ₂	177.50
52 ³ / ₄	112.00	58 ³ / ₄	181.50
53	114.00	59	185.50
53 ¹ / ₄	116.00	59 ¹ / ₄	189.50
53 ¹ / ₂	118.50	59 ¹ / ₂	194.00
53 ³ / ₄	120.50	59 ³ / ₄	198.00
54	123.00	60	202.50
54 ¹ / ₄	125.50	60 ¹ / ₄	207.00
54 ¹ / ₂	128.00	60 ¹ / ₂	212.00
54 ³ / ₄	130.50	60 ³ / ₄	216.50
55	133.00	61	221.50
55 ¹ / ₄	136.00	61 ¹ / ₄	227.00
55 ¹ / ₂	138.50	61 ¹ / ₂	232.00
55 ³ / ₄	141.50	61 ³ / ₄	237.50

TABLE NINE (CONTINUED)

**MINIMUM INCREASE UNDER
BENEFIT ADJUSTMENT OPTIONS**

Adjustment Date: 65th Birthday

<u>Age in Completed Years and Completed Quarter- Years on Pension Effective Date</u>	<u>Amount of Increase</u>	<u>Age in Completed Years and Completed Quarter- Years on Pension Effective Date</u>	<u>Amount of Increase</u>
50	\$ 85.00	57 ^{1/2}	\$152.50
50 ^{1/4}	86.50	57 ^{3/4}	155.50
50 ^{1/2}	88.00	58	159.00
50 ^{3/4}	90.00	58 ^{1/4}	162.50
51	92.00	58 ^{1/2}	166.00
51 ^{1/4}	93.50	58 ^{3/4}	169.50
51 ^{1/2}	95.00	59	173.50
51 ^{3/4}	97.00	59 ^{1/4}	177.50
52	98.50	59 ^{1/2}	181.00
52 ^{1/4}	100.50	59 ^{3/4}	185.00
52 ^{1/2}	102.50	60	189.00
52 ^{3/4}	104.50	60 ^{1/4}	193.50
53	106.50	60 ^{1/2}	197.50
53 ^{1/4}	108.50	60 ^{3/4}	202.00
53 ^{1/2}	110.50	61	206.50
53 ^{3/4}	113.00	61 ^{1/4}	212.00
54	115.00	61 ^{1/2}	216.50
54 ^{1/4}	117.50	61 ^{3/4}	221.50
54 ^{1/2}	119.50	62	227.00
54 ^{3/4}	122.00	62 ^{1/4}	232.50
55	124.00	62 ^{1/2}	238.00
55 ^{1/4}	127.00	62 ^{3/4}	243.50
55 ^{1/2}	129.50	63	249.50
55 ^{3/4}	132.00	63 ^{1/4}	256.00
56	134.00	63 ^{1/2}	262.00
56 ^{1/4}	137.50	63 ^{3/4}	268.50
56 ^{1/2}	140.50	64	275.00
56 ^{3/4}	143.00	64 ^{1/4}	282.50
57	146.00	64 ^{1/2}	289.00
57 ^{1/4}	149.50	64 ^{3/4}	296.50

NOTE: Table Ten contains special rules for calculating monthly payments under a Benefit Adjustment Option if the monthly payment under the rules in Article 10.5 (Life Only Pension with Benefit Adjustment Option) or Article 10.6 (Employee and Spouse Pension (Regular and Optional) with Benefit Adjustment Option) would be less than \$25.

TABLE TEN

SPECIAL BENEFIT ADJUSTMENT OPTION FACTORS

If a Plan Member’s reduced monthly payment under the Life Only Pension with Benefit Adjustment Option or the Employee and Spouse Pension (Regular and Optional) with Benefit Adjustment Option (“Option”) calculated under the rules of Article 10.5 (Life Only Pension with Benefit Adjustment Option) or 10.6 (Employee and Spouse Pension (Regular and Optional) with Benefit Adjustment Option) would be less than \$25, the amount of his reduced monthly payment under the Option is set at \$25 and the amount of his increased monthly payment under the Option is set so that the total expected lifetime payments to the Pensioner under the Option before and after the Adjustment Date are actuarially equivalent in value to the expected lifetime payments to the Plan Member under the Pension without the Option using the rules set forth in Article 10.5 or 10.6 as applicable.

In no event shall the amount of a Plan Member’s increased monthly payment determined according to the preceding paragraph be less than the amount determined as follows:

- First, take the monthly payment the Plan Member would receive under the Pension without the Option and subtract \$25 from it.
- Second, take the amount from the first step and divide it by the appropriate Special BAO Factor from the Table below.
- Third, take the amount from the second step and add \$25 to it.

Adjustment Date: 62nd Birthday

Age in Completed Years and Completed Quarter- Years on Pension Effective Date	Special BAO Factor	Age in Completed Years and Completed Quarter- Years on Pension Effective Date	Special BAO Factor
50	0.620	56	0.399
50 ¹ / ₄	0.613	56 ¹ / ₄	0.386
50 ¹ / ₂	0.606	56 ¹ / ₂	0.374
50 ³ / ₄	0.599	56 ³ / ₄	0.361
51	0.591	57	0.348
51 ¹ / ₄	0.584	57 ¹ / ₄	0.334
51 ¹ / ₂	0.576	57 ¹ / ₂	0.320
51 ³ / ₄	0.568	57 ³ / ₄	0.306
52	0.560	58	0.291
52 ¹ / ₄	0.552	58 ¹ / ₄	0.275
52 ¹ / ₂	0.543	58 ¹ / ₂	0.260
52 ³ / ₄	0.534	58 ³ / ₄	0.244
53	0.525	59	0.227
53 ¹ / ₄	0.516	59 ¹ / ₄	0.210
53 ¹ / ₂	0.507	59 ¹ / ₂	0.192
53 ³ / ₄	0.497	59 ³ / ₄	0.175
54	0.487	60	0.156
54 ¹ / ₄	0.477	60 ¹ / ₄	0.137
54 ¹ / ₂	0.467	60 ¹ / ₂	0.117
54 ³ / ₄	0.456	60 ³ / ₄	0.098
55	0.445	61	0.077
55 ¹ / ₄	0.434	61 ¹ / ₄	0.055
55 ¹ / ₂	0.422	61 ¹ / ₂	0.033
55 ³ / ₄	0.411	61 ³ / ₄	0.011

TABLE TEN (CONTINUED)

SPECIAL BENEFIT ADJUSTMENT OPTION FACTORS

Adjustment Date: 65th Birthday

Age in Completed Years and Completed Quarter- Years on Pension Effective Date	Special BAO Factor	Age in Completed Years and Completed Quarter- Years on Pension Effective Date	Special BAO Factor
50	0.716	57 ¹ / ₂	0.492
50 ¹ / ₄	0.711	57 ³ / ₄	0.481
50 ¹ / ₂	0.706	58	0.470
50 ³ / ₄	0.700	58 ¹ / ₄	0.458
51	0.694	58 ¹ / ₂	0.447
51 ¹ / ₄	0.689	58 ³ / ₄	0.435
51 ¹ / ₂	0.683	59	0.422
51 ³ / ₄	0.677	59 ¹ / ₄	0.409
52	0.671	59 ¹ / ₂	0.396
52 ¹ / ₄	0.665	59 ³ / ₄	0.383
52 ¹ / ₂	0.658	60	0.370
52 ³ / ₄	0.652	60 ¹ / ₄	0.355
53	0.645	60 ¹ / ₂	0.341
53 ¹ / ₄	0.638	60 ³ / ₄	0.326
53 ¹ / ₂	0.631	61	0.311
53 ³ / ₄	0.624	61 ¹ / ₄	0.294
54	0.617	61 ¹ / ₂	0.278
54 ¹ / ₄	0.609	61 ³ / ₄	0.261
54 ¹ / ₂	0.602	62	0.244
54 ³ / ₄	0.594	62 ¹ / ₄	0.225
55	0.586	62 ¹ / ₂	0.207
55 ¹ / ₄	0.577	62 ³ / ₄	0.188
55 ¹ / ₂	0.569	63	0.168
55 ³ / ₄	0.560	63 ¹ / ₄	0.147
56	0.553	63 ¹ / ₂	0.126
56 ¹ / ₄	0.542	63 ³ / ₄	0.105
56 ¹ / ₂	0.532	64	0.083
56 ³ / ₄	0.523	64 ¹ / ₄	0.059
57	0.513	64 ¹ / ₂	0.036
57 ¹ / ₄	0.502	64 ³ / ₄	0.012

TABLE ELEVEN

**POSTPONEMENT FACTORS FOR BEFORE RETIREMENT
SPOUSE LIFETIME PENSIONS**

**Number of Years and Months Between Actual Spouse Pension
Effective Date and Earliest Possible Spouse Pension
Effective Date***

Years	<u>Months</u>											
	0	1	2	3	4	5	6	7	8	9	10	11
0	1.000	1.008	1.016	1.024	1.032	1.040	1.048	1.056	1.064	1.072	1.080	1.088
1	1.096	1.104	1.112	1.120	1.128	1.136	1.144	1.152	1.160	1.168	1.176	1.184
2	1.192	1.200	1.208	1.216	1.224	1.232	1.240	1.248	1.256	1.264	1.272	1.280
3	1.288	1.296	1.304	1.312	1.320	1.328	1.336	1.344	1.352	1.360	1.368	1.376
4	1.384	1.392	1.400	1.408	1.416	1.424	1.432	1.440	1.448	1.456	1.464	1.472
5	1.480	1.492	1.504	1.516	1.528	1.540	1.552	1.564	1.576	1.588	1.600	1.612
6	1.624	1.636	1.648	1.660	1.672	1.684	1.696	1.708	1.720	1.732	1.744	1.756
7	1.768	1.780	1.792	1.804	1.816	1.828	1.840	1.852	1.864	1.876	1.888	1.900
8	1.912	1.924	1.936	1.948	1.960	1.972	1.984	1.996	2.008	2.020	2.032	2.044
9	2.056	2.068	2.080	2.092	2.104	2.116	2.128	2.140	2.152	2.164	2.176	2.188
10	2.200											

* A Surviving Spouse's earliest possible Spouse Pension Effective Date is the first day of the calendar month that begins on or immediately following the later of the following dates:

- The Participant's Earliest Retirement Date.
- The day after the Participant's death.

TABLE TWELVE

CHILD SURVIVOR BENEFITS

(Effective January 1, 2000)

<u>Survivor Benefit Rate</u>	<u>Total Monthly Child Survivor Benefit</u>
(in dollars)	
\$0.21 or less	\$ 0.00
0.28	125.00
0.35	153.75
0.42	182.50
0.49	211.25
0.56	240.00
0.63	268.75
0.70	297.50
0.77	326.25
0.84	355.00
0.91	383.75
0.98	412.50
1.05	441.25
1.12	470.00
1.19	498.75
1.26	527.50
1.33	556.25
1.40	585.00
1.47	613.75
1.54	642.50
1.61	671.25
1.68	700.00
1.75	728.75
1.82	757.50
1.89	786.25
1.96	815.00
2.03	843.75
2.10	872.50
2.17	901.25
2.24	930.00
2.31	958.75
2.38	987.50
2.41 or more	1,000.00

The Survivor Benefit for a Rate not shown is determined by straight-line interpolation.

- NOTES:
- (1) Table Twelve only applies to a Plan Member who is an Active Participant on January 1, 1987 or who attains or regains Active Participant status after January 1, 1987. See Article 12.7.
 - (2) Table Twelve as amended effective January 1, 2000 only applies to Plan Members who die on or after that date. The maximum Total Child Survivor Benefit payable under Table Twelve with respect to Plan Members who died before January 1, 2000 was \$383.75. However, all Child Survivor Benefits in pay status on January 1, 2000 on behalf of Surviving Children of a deceased Plan Member whose Survivor Benefit Rate exceeded \$0.91 were increased prospectively as of that date to the level payable under Table Twelve as amended.
 - (3) If a person is not an Active Participant on January 1, 1987 and does not attain or regain Active Participant status after January 1, 1987, the amount of any Child Survivor Benefit payable because of his death is determined under the provisions of the Plan in effect as of December 31, 1986. However, if the Five-Year Average Contribution Rate used to determine any Child Survivor Benefits payable on account of his death (regardless of the date of his death) exceeds \$0.91, then for each \$0.07 by which his Five-Year Average Contribution Rate exceeds \$0.91, the Total Monthly Survivor Benefit payable for any month after December 31, 1999 shall be increased by \$23.00 up to a maximum Total Monthly Child Survivor Benefit of \$1,000.

TABLE THIRTEEN

OPTIONAL LUMP SUM DEATH BENEFIT FACTORS

(Expressed as Percentages)

<u>Age in Completed Years</u>	<u>Factor</u>
30	95.9
35	95.9
40	96.1
45	96.3
50	96.6
55	97.1
60	96.2
62	95.8
65	95.1
70	93.5

NOTE: Percentages for ages not shown are computed on a basis consistent with that used for those shown.

- * The following rules govern how to determine the Plan Member's attained age:
- For Age and Disability Retirement Benefits, use the Plan Member's age on his Pension Effective Date.
 - For Pension Increases, use the Pensioner's age on his Pension Increase Date.

TABLE FOURTEEN

**FACTORS TO DETERMINE REDUCTION IN
RECOMPUTED NORMAL RETIREMENT BENEFIT
UNDER APPENDIX E**

<u>Pensioner's Age on Birthday Nearest to His Recomputed Pension Effective Date</u>	<u>Factor</u>
50	0.00691
51	0.00701
52	0.00711
53	0.00722
54	0.00733
55	0.00745
56	0.00757
57	0.00771
58	0.00785
59	0.00800
60	0.00816
61	0.00833
62	0.00852
63	0.00872
64	0.00893
65	0.00916
66	0.00941
67	0.00967
68	0.00996
69	0.01026
70	0.01059

TABLE FIFTEEN

**FACTORS FOR
1979 BEFORE RETIREMENT
SPOUSE BENEFIT OPTION
UNDER APPENDIX J**

Option Charge Factors

(Expressed as Percentages)

The Option Charge Factor is determined in two steps:

- First, determine the number of completed years included in the period the 1979 Before Retirement Spouse Benefit Option was in effect, counting from the day the Option took effect. If a period of less than one year remains (or if the Option was in effect for less than one year), each of the completed months in that period counts as 1/12th of a year.
- Second, multiply the number of years (including any fractional year) the Option was in effect by the percentage from the following table:

<u>Spouse's Age As Compared to Plan Member's Age*</u>	<u>Percentage</u>
10 Years Younger	1.078
5 Years Younger	1.029
Same Age	.980
5 Years Older	.933
10 Years Older	.891

NOTE: Percentages for differences in ages not shown are computed on a basis consistent with that used for those shown.

**Special Before Retirement Spouse Lifetime Pension
Factors**

(Expressed as Percentages)

<u>Surviving Spouse's Age as Compared to Plan Member's Age*</u>	<u>Attained Age of Plan Member*</u>			
	<u>55</u>	<u>60</u>	<u>62</u>	<u>65</u>
5 Years Younger	15.5	18.1	19.2	21.1
Same Age	12.9	14.8	15.6	17.0
5 Years Older	10.2	11.5	12.0	12.9

NOTE: Percentages for ages not shown are computed on a basis consistent with that used for those shown.

* Use the attained ages of the Plan Member and Surviving Spouse on the Plan Member's date of death.

APPENDIX A

RECIPROCAL RETIREMENT AND SURVIVOR BENEFITS

A.1 Purpose.

The purpose of this Appendix is to provide Reciprocal Benefits for certain persons who otherwise would be eligible for no Benefits under this Plan or smaller Benefits because pension plan coverage was divided among this Plan and other Reciprocating Plans as a result of changes in employment.

A.2 Recognition of Reciprocating Plans.

The Trustees hereby recognize as a Reciprocating Plan any defined benefit, multiemployer pension plan governed by the provisions of section 302(c)(5) of the Labor-Management Relations Act of 1947, as amended, so long as that plan meets the following requirements:

- The plan is and remains signatory to the 1997 Teamsters National Reciprocal Agreement or any successor to that agreement to which the Trustees are signatory.
- Substantially all of the employees participating in the plan are covered by one or more collective bargaining agreements with one or more local unions chartered by the International Brotherhood of Teamsters.
- The plan is and remains a defined benefit plan providing current defined benefit accruals with respect to employment covered by a collective bargaining agreement.
- The plan is and remains a multiemployer pension plan governed by the provisions of section 302(c)(5) of the Labor-Management Relations Act of 1947.

The Trustees may also recognize as a Reciprocating Plan any defined benefit, multiemployer pension plan that is governed by the provisions of section 302(c)(5) of the Labor-Management Relations Act of 1947, as amended, pursuant to a bilateral written agreement with that plan whether or not that plan is signatory to the 1997 Teamsters National Reciprocal Agreement or any successor agreement to which the Trustees may be signatory.

If a Reciprocating Plan is signatory to the National Agreement and also to a bilateral agreement with the Trustees, then Trustees shall apply to each person whose pension coverage is divided between this Plan and the Reciprocating Plan whichever agreement the Trustees, in their sole and absolute discretion, determine will provide to or with respect to that person the more valuable benefits under this Appendix.

Subject to the foregoing limitations, recognition of any plan as a Reciprocating Plan may be granted in any manner, on any terms and for any period of time that the Trustees consider appropriate. Recognition may be withdrawn at any time and for any reason.

A.3 Reciprocal Retirement Benefits.

A person's eligibility for a Reciprocal Retirement Benefit is determined by applying the eligibility rules under Article Eight or Article Nine, as appropriate with the following modifications and limitations:

- The person must have completed at least 3,000 Covered Hours under this Plan or must have been an Active Participant in this Plan at some time before his Pension Effective Date by virtue of his Hours of Service under this Plan.
- The eligibility rules are applied using his Combined Covered Hours instead of his Covered Hours under this Plan.
- A reciprocal benefit must be payable to him under a Reciprocal Plan based in part on his Covered Employment under this Plan.

A person who is eligible for a Retirement Benefit independently of this Appendix may elect instead to receive any Reciprocal Retirement Benefit he is eligible for under this Appendix.

A.4 Reciprocal Before Retirement Death and Survivor Benefits.

Eligibility for a Reciprocal Benefits payable on account of the death of any person who dies before the Pension Effective Date of his Retirement Benefit or Reciprocal Retirement Benefit is determined by applying the applicable eligibility rules under Articles Eleven and Twelve, with the following modifications and limitations:

- The deceased person must have completed at least 3,000 Covered Hours under this Plan or must have been an Active Participant in this Plan at some time before his death, by virtue of his Hours of Service under this Plan.
- The eligibility rules are applied using the deceased person's Combined Covered Hours instead of his Covered Hours under this Plan.
- A reciprocal benefit must be payable under a Reciprocating Plan because of the person's death based in part on his Covered Employment under this Plan.

Each person who would be eligible for any benefits from this Plan because of another person's death independently of the provisions of this Appendix must agree in writing in a form satisfactory to the Trustees to waive his right to receive such benefits.

A.5 Reciprocal After Retirement Death and Survivor Benefits.

The only benefits payable because of the death of a person who dies on or after the Pension Effective Date of his Reciprocal Retirement Benefit shall be Reciprocal Benefits. Eligibility for Reciprocal Survivor Benefits shall be determined pursuant to Article Twelve using the deceased person's Combined Covered Hours instead of his Covered Hours under this Plan. Eligibility for, and the amount of, any other Reciprocal Benefits payable on account of the person's death shall depend on the form of Pension Payment that was in effect for the person when he died.

If a person dies on or after the Pension Effective Date of his Retirement Benefit and his eligibility for, or the amount of, that Retirement Benefit is determined independently of the provisions of this Appendix, no Reciprocal Benefits shall be payable under this Appendix on account of his death.

A.6 Amount of Reciprocal Benefits.

The amount of any Reciprocal Benefit payable under this Appendix is calculated by using the rules for calculating the corresponding Benefit under Articles Four through Thirteen, subject to the following modifications and limitations:

- The person's Combined Covered Hours are used instead of his Covered Hours under this Plan.
- The person's Combined PEER Covered Hours are used instead of his PEER Covered Hours under this Plan.
- The person's Combined Past Employment is used instead of his Past Employment under this Plan.
- The person's Combined Employer Contributions are used instead of his Employer Contributions under this Plan. However, only the person's Employer Contributions under this Plan are used to determine the amount of any Before-Retirement Basic Lump Sum Death Benefit payable because of his death.
- Notwithstanding the foregoing rules, only the person's Covered Hours and Employer Contributions under this Plan are used to determine his Five-Year Average Rate, his Floor Rate and his Survivor Benefit Rate. This limitation does not apply if a Reciprocating Plan does not contain a comparable limitation. Instead, the person's Combined Covered Hours and Combined Employer Contributions based on coverage under this Plan and all Reciprocating Plans that do not contain a comparable limitation will be used to determine the person's Five-Year Average Rate, his Floor Rate and his Survivor Benefit Rate.
- The amount of the person's Normal Retirement Benefit determined according to the rules above is reduced by multiplying it by his Reciprocal Benefit Fraction.
 - The amount of any Survivor Benefit determined according to the rules above is reduced by multiplying it by the deceased person's Reciprocal Benefit Fraction.

The numerator of a person's Reciprocal Benefit Fraction equals the sum of the following:

- The person's Covered Hours under this Plan.

- The product of 1875 multiplied by the sum of the person's Prior Plan Past Service Credits, and Years of Noncontributory Service based on his Past Employment, if any, under this Plan.

The denominator of the person's Reciprocal Benefit Fraction equals the sum of the following:

- The person's Combined Covered Hours.
- The product of 1875 multiplied by the sum of the person's Prior Plan Past Service Credits and Years of Noncontributory Service based on his Combined Past Employment, if any.

A person's Reciprocal Benefit Fraction is determined by ignoring the provisions of Article 6.3 which limit the number of Prior Plan Service Credits a person may earn.

A.7 Payment of a Reciprocal Benefit.

A person's right to receive payment of a Reciprocal Benefit is subject to the same terms and conditions as would apply if his eligibility had been determined independently of this Appendix. The forms of Pension payment available to a person who is eligible for and elects to receive a Reciprocal Retirement Benefit under this Appendix shall be determined under the eligibility rules of Article Ten using his Combined Covered Hours instead of his Covered Hours under this Plan.

A.8 Forfeitures and Pre-ERISA Breaks in Service.

The Forfeiture of Service and Pre-ERISA Break in Service rules of this Plan will be applied to determine whether a person's Combined Covered Hours, Combined Employer Contributions and Combined Past Employment should be considered forfeited because of a Forfeiture of Service or Pre-ERISA Break in Service. The person's Combined Covered Hours and Combined Past Employment will be used in place of his Covered Hours and Past Employment under this Plan to determine whether a Forfeiture of Service or Pre-ERISA Break in Service has occurred.

A.9 Combined Covered Hours.

A person's Combined Covered Hours consist of the following:

- His Covered Hours under this Plan.
- His Covered Hours under Reciprocating Plans but only if his coverage under those Plans preceded his First Covered Hour under this Plan or resulted from a change in his Employer or his place or type of employment. Under no circumstances shall a person's Combined Covered Hours include any Covered Hours earned during any month under a Reciprocating Plan that are based on employment that is covered by a collective bargaining agreement, or a written agreement with the Trustees, which also requires Employer Contributions to this Plan for any portion of the person's Covered Employment during that same month.

A person's Covered Hours under a Reciprocating Plan are those he would have earned under this Plan if the contributions payable on his behalf to the Reciprocating Plan had been payable instead to this Plan.

The Trustees will apply rules similar to those in Article 20.37 if a person fails to earn at least 50 Covered Hours under a Reciprocating Plan during a calendar month because of either of the following reasons:

- The person is disabled during that month.
- The person is employed during that month in a collective bargaining unit represented by a local union of the International Brotherhood of Teamsters which represents employees in the geographic area covered by the Reciprocating Plan but only if the unit has never been covered by the Reciprocating Plan or leaves the Reciprocating Plan before the person's employment in that unit begins.

Those rules will apply only if the person's disability or employment in the collective bargaining unit begins after his First Covered Hour under the Reciprocating Plan but no more than three years after a Calendar Year in which the person was actively participating in the Reciprocating Plan.

A.10 Combined Employer Contributions.

A person's Combined Employer Contributions consist of the contributions payable under this Plan (excluding any Special PEER Contributions) and under any Reciprocating Plan on account of his Combined Covered Hours. A person's Combined Employer Contributions do not include contributions payable under any Reciprocating Plan with respect to Combined PEER Covered Hours under that Plan to the extent those contributions are treated as equivalent to Special PEER

Contributions under the terms of the reciprocal agreement whereby the Trustees have recognized that Plan as a Reciprocating Plan.

A.11 Combined Past Employment.

A person's Combined Past Employment is Employment that meets the following conditions:

- The Employment precedes the person's first hour of employment for which a contribution was payable under this Plan or any Reciprocating Plan.
- The Employment either qualifies as Past Employment under this Plan or is Employment for which a Reciprocating Plan gives benefit credit.

A.12 Reciprocal PEER Coverage.

A person's Combined PEER Covered Hours consist of the following:

- His PEER Covered Hours under this Plan.
- His PEER Covered Hours under Reciprocating Plans but only if his coverage under those Plans preceded his First Covered Hour under this Plan or resulted from a change in his Employer or his place or type of employment.

A person's PEER Covered Hours under a Reciprocating Plan are those for which contributions are payable to the Reciprocating Plan at a rate that is identified as a PEER Equivalent Rate either in the bilateral reciprocal agreement under which the Trustees recognize that Plan as a Reciprocating Plan or in uniform rules established from time to time by the Trustees. If the PEER Equivalent Rate is identified as a PEER/84 Equivalent Rate, then those PEER Covered Hours will be considered PEER/84 Covered Hours. If the PEER Equivalent Rate is identified as a PEER/82 Equivalent Rate, then those PEER Covered Hours will be considered PEER/82 Covered Hours. If the PEER Equivalent Rate is identified as a PEER/80 Equivalent Rate, then those PEER Covered Hours will be considered PEER/80 Covered Hours.

A.13 Limitations.

Unless a reciprocal benefit is payable under a Reciprocating Plan that is based in part on a person's Covered Employment under this Plan, that Reciprocating Plan and the person's coverage under that Reciprocating Plan will not be considered in determining the person's Combined Past Employment, Combined Covered Hours, Combined PEER Covered Hours or Combined Employer Contributions.

If the Trustees withdraw their recognition of a plan as a Reciprocating Plan, or a plan recognized pursuant to the Teamsters National Reciprocal Agreement ceases to qualify as a Reciprocating Plan, persons then receiving Reciprocal Benefits based on coverage under that plan will not be affected. However, no other person will become eligible for a Reciprocal Benefit based on that coverage.

APPENDIX B

NONCONTRIBUTORY SERVICE BENEFITS FOR EMPLOYEES REENTERING PLAN AFTER 1986

B.1 Purpose.

The purpose of this Appendix is to describe the conditions under which an Employee who leaves Covered Employment at any time and reenters the Plan after 1986 as part of a newly covered unit of Employees can qualify for Noncontributory Service Benefits based on his Employment (called “Intermediate Employment”) while he was absent from Covered Employment.

B.2 Intermediate Employment.

An Employee qualifies for Intermediate Employment if all of the following conditions are met:

- Following his First Covered Hour, he leaves Covered Employment and thereafter is employed as a member of a collective bargaining unit (or other unit approved by the Trustees) on the date that unit becomes covered by the Plan. That date is called the Employee’s Reentry Date.
- The Employee’s Reentry Date is after 1986.
- He does not have a Forfeiture of Service between his First Covered Hour and his Reentry Date.
- The unit was never covered by the Plan at any time before the Employee’s Reentry Date, or if it was, the Trustees have made a determination pursuant to Article 7.2 to recognize the unit as a “newly covered” unit for purposes of that Article and this Appendix.

A collective bargaining unit becomes covered by the Plan when an Employee in the unit first performs work for which the Employer is obligated to make payments to the Trust Fund under a Pension Agreement.

An Employee’s Intermediate Employment includes the following:

- His Continuous Intermediate Employment (Appendix B.3).
- His Special Intermediate Employment (Appendix B.4).

In no event will Employment that is before the last Covered Hour the Employee earns before his Reentry Date count in determining his Intermediate Employment.

If an Employee’s Reentry Date is after December 31, 2011 and is based on Covered Employment in a collective bargaining unit (or other unit approved by the Trustees) represented by a Non-Western Region Union:

- The Employee does not qualify for any Intermediate Employment if Employees in the unit do not qualify for Past Employment under Article 7.1.
- The decision of the Trustees under Article 7.1 about whether and to what extent Employees in the unit qualify for Past Employment shall apply as well to Intermediate Employment for the Employee and other Employees in the unit.

B.3 Continuous Intermediate Employment.

An Employee has Continuous Intermediate Employment for all unbroken Employment (see Appendix B.5) with an Employer before his Reentry Date if both of the following conditions are met:

- He is in Covered Employment with that Employer on his Reentry Date.
- He is not a corporate officer on or any time before his Reentry Date.

The rules for determining breaks in Continuous Past Employment (see Article 7.3) will be used to determine breaks in Continuous Intermediate Employment.

B.4 Special Intermediate Employment.

An Employee has Special Intermediate Employment for all unbroken Employment (see Appendix B.5) before his Reentry Date that meets all four of the following conditions:

- The Employment is in a capacity that either is or becomes covered by a collective bargaining agreement with a Western Region Union before the Employee's Reentry Date.
- The Employment does not qualify as part of the Employee's Continuous Intermediate Employment.
- The Employment is on or after the Employee's 30th birthday.
- If the Employee is a corporate officer on or any time before his Reentry Date, the Employment must be in a capacity that is covered by a collective bargaining agreement with a Western Region Union at the time the Employment is rendered.

The rules for determining breaks in Special Past Employment (see Article 7.5) will be used to determine breaks in Special Intermediate Employment.

B.5 Employment.

The rules described in Article 7.6 will be used in determining an Employee's Intermediate Employment. Intermediate Employment will be allowed only to the extent that satisfactory proof of that Employment is provided to the Trustees. The rules of Article 7.7 (Proof of Past Employment) will govern proof of Intermediate Employment.

B.6 Years of Service.

If a Participant qualifies for Noncontributory Service Benefits under the provisions of Appendix B.7, his Years of Service will be determined under the following special rules if they qualify the Participant for more Years of Service than the rules in Article 5.3.

Under the special rules, a Participant earns Years of Service as follows:

- One Year of Service for each Calendar Year that ends within the Participant's period of Past Employment or within the Participant's period of Intermediate Employment. A Participant cannot earn more than ten Years of Service based on the combination of his period of Past Employment and his period of Intermediate Employment.
- One Year of Service for each Year of Vesting Service the Participant completes in a Calendar Year that ends on or after the date of his First Covered Hour and before the beginning of his period of Intermediate Employment.
- One Year of Service for each Year of Vesting Service the Participant completes in a Calendar Year that ends on or after his Reentry Date.

B.7 Noncontributory Service Benefit.

A Participant qualifies to have a Noncontributory Service Benefit included as part of his Contribution Account Benefits if he meets all of the following requirements:

- He has any Intermediate Employment.
- He completes at least one 500 Covered Hour Year after his Reentry Date and before the tenth anniversary of his Reentry Date.

The amount of the Noncontributory Service Benefit is determined in three steps:

- First, determine how many of the Participant's Years of Noncontributory Service (see Appendix B.8) can be recognized. For each 500 Covered Hour Year the Participant completes after his Reentry Date, the Plan will recognize two of his Years of Noncontributory Service. However, the number of Years of Noncontributory Service the Plan will recognize can never exceed the Participant's actual number of Years of Noncontributory Service.
- Second, determine the Participant's average annual Employer Contributions for the first five 500 Covered Hour Years completed after his Reentry Date by dividing his Employer Contributions for those Calendar Years by five. (If the Participant has completed fewer than five 500 Covered Hour Years after his Reentry Date, his average annual Employer

Contributions are determined by dividing his Employer Contributions for all of his 500 Covered Hour Years completed after his Reentry Date by the number of those 500 Covered Hour Years.) In either case, do not count Employer Contributions for any Calendar Year that begins on or after the tenth anniversary of the Participant's Reentry Date.

- Third, take applicable percentage of his average annual Employer Contributions from the second step and multiply the result by the number of his recognized Years of Noncontributory Service from the first step. If the Plan Member's Reentry Date is before July 1, 2003, the applicable percentage is 2%. If the Plan Member's Reentry Date is on or after July 1, 2003, the applicable percentage is 1.2%.

If a Participant has Intermediate Employment based on more than one Reentry Date, his Noncontributory Service Benefit shall be separately calculated under the rules of this Appendix and Appendix B.8 for each period of Intermediate Employment starting with the earliest. Each reference to Reentry Date in those rules shall be treated as a reference to the Reentry Date immediately following the period of Intermediate Employment in question. The sum of those separate calculations shall constitute the Participant's Noncontributory Service Benefit under this Appendix B.

B.8 Years of Noncontributory Service.

A Participant who qualifies for Intermediate Employment is entitled to one full Year of Noncontributory Service for each completed year of Intermediate Employment, counting from the beginning of his Intermediate Employment to, but not including, his Reentry Date.

If a period of Intermediate Employment of less than one year remains (or if the Participant has less than one year of Intermediate Employment) the Participant is entitled to 1/12th of a Year of Noncontributory Service for each completed month during that period. The number of Years of Noncontributory Service a Participant is entitled to for any period of Intermediate Employment is limited to the smaller of the following:

- The number ten.
- The number obtained by subtracting the following from the number ten:
 - The Participant's Prior Plan Past Service Credits under Article 6.5.
 - The Participant's Years of Noncontributory Service under Article 5.5.
 - The Participant's Years of Noncontributory Service under this Appendix B.8 based on any earlier Reentry Date.

If the sum of the foregoing items is equal to or greater than ten, the Participant is not entitled to any Years of Noncontributory Service under this Appendix B.8 based on the period of Intermediate Employment in question.

If a Participant's Reentry Date is after December 31, 2011 and is based on Covered Employment in a collective bargaining unit (or other unit approved by the Trustees) represented by a Non-Western Region Union, the number ten is replaced each place it appears in the preceding paragraph by the maximum number of Years of Noncontributory Service established for that unit under rules adopted by the Trustees pursuant to the last paragraph of Article 5.5.

APPENDIX C

SUSPENSION OF BENEFITS OF REEMPLOYED AGE PENSIONERS

C.1 Forfeiture of Benefit Payments By Returning to Suspendible Employment.

An Age Pensioner permanently forfeits his right to receive the Suspendible Portion of his Retirement Benefit payment for any calendar month in which he completes more than the permissible number of Hours of Suspendible Employment, provided that the month in question begins before his 65th birthday. If the month begins before the Pensioner's 60th birthday or before January 2003, the permissible number of Hours of Suspendible Employment is less than 50; otherwise, the permissible number of Hours of Suspendible Employment is less than 85.

If the Pensioner's Retirement Benefit payment is for a month that begins before June 7, 2004 or is for a month in which the Pensioner's Hours of Suspendible Employment based on Covered Employment are in excess of the permissible number of hours for that month, the Pensioner's Suspendible Percentage for that month equals 100% and the Suspendible Portion of the Pensioner's Retirement Benefit payment for that month equals his entire Retirement Benefit payment for that month. Otherwise, the Pensioner's Suspendible Percentage and the Suspendible Portion of his Retirement Benefit payment for the month are determined as follows:

- First, using the provisions of the Plan that were in effect on the Pension Effective Date of the Pensioner's Retirement Benefit, determine what the Pensioner's Normal Retirement Benefit was on December 31, 1994. This determination disregards any Covered Hours based on Covered Employment after that date and any Employer Contributions payable for those Covered Hours. This amount is sometimes referred to as the Pensioner's Protected Accrued Benefit.
- Second, determine what the Pensioner's Normal Retirement Benefit was on his Pension Effective Date. This amount is sometimes referred to as the Pensioner's Total Accrued Benefit.
- Third, subtract the Pensioner's Protected Accrued Benefit from his Total Accrued Benefit and divide the result by the Pensioner's Total Accrued Benefit to obtain the Pensioner's Suspendible Percentage.
- Finally, multiply the Pensioner's Retirement Benefit payment for the month in question by his Suspendible Percentage. The result is the Suspendible Portion of the Retirement Benefit payment for that month.

The Suspendible Portion of a Retirement Benefit payment that is attributable to a Pension Increase (see Appendix D) shall be determined by substituting the term "Additional Normal Retirement Benefit" for the term "Normal Retirement Benefit" each place it appears above.

If a Pensioner performs work for an Employer that is not Covered Employment but is in an industry in which he was employed at any time as a Covered Employee before his Pension Effective Date, then for purposes of determining his Suspendible Percentage and the Suspendible Portion of his Retirement Benefit in any subsequent month, any Suspendible Employment he performs for the same Employer in that month shall be treated as based on other than Covered Employment. This special rule will cease to apply from the end of the first month in which the pensioner completes more than the permissible number of Hours of Suspendible Employment for any other Employer. This rule does not apply when determining the Pensioner's Suspendible Percentage or the Suspendible Portion of his Retirement Benefit for any month beginning before June 7, 2004.

Notwithstanding the foregoing, if the Suspendible Portion of a Pensioner's Retirement Benefit payment for a month would otherwise be less than \$25.00, then the Suspendible Portion shall be set to zero for that month. This determination shall be made by taking into account the Suspendible Portion of the Pensioner's Retirement Benefit payment attributable to any Pension Increase otherwise payable for that month.

The rules of this Appendix do not apply to Disability Pensioners.

C.2 Suspension of Benefit Payments.

If the Trustees reasonably believe that a Pensioner may have engaged, or may be engaging, in Suspendible Employment at a rate in excess of the permissible number of hours per month, payment of the Suspendible Portion of his Retirement Benefits will be suspended. The Pensioner will be sent a notice of suspension of benefits during the first month the suspension takes effect. The notice will tell why Retirement Benefits are being suspended, the Suspendible Portion of his Retirement Benefit, the effective date of the suspension, and the beginning date of the Pensioner's apparent Suspendible Employment. It will also specify whether the Pensioner will be required to reimburse the Trust Fund for any Retirement Benefit payments already made, the amount to be reimbursed and the months involved. The notice will include any other information required by applicable federal regulations.

C.3 Reinstatement of Benefit Payments.

Once suspended, payment of the Suspendible Portion of a Pensioner's Retirement Benefits will not be reinstated until both of the following conditions are met:

- At least one calendar month elapses in which the Pensioner does not complete more than the permissible number of Hours of Suspendible Employment.
- The Trustees receive a completed benefit resumption notice from the Pensioner.

Payments will be reinstated by the first day of the third calendar month beginning after both conditions are met. The initial payment will include the Retirement Benefit payment due for that month and any prior payments the Pensioner has not received but is entitled to. The initial payment is subject to withholding under Appendix C.4.

If the Pensioner's Retirement Benefits are being paid under a Benefit Adjustment Option, the initial payment he receives upon reinstatement will include an amount calculated as follows:

- First, determine the difference between the monthly amount payable to the Pensioner under the Benefit Adjustment Option before his Adjustment Date and the monthly amount that would have been payable to the Pensioner under the Life Only Pension or Employee and Spouse Pension (as appropriate) without the Benefit Adjustment Option.
- Second, for each month beginning before his Adjustment Date in which the Pensioner forfeited his right to receive all or a portion of his Retirement Benefit payment, multiply the difference in the first step by the Suspendible Percentage for that month. Do not count any months included in the calculation of the initial payment due on any previous reinstatement.
- Third, total the result for each month included in the second step.

C.4 Recovery of Forfeited Benefit Payments.

If a Retirement Benefit payment is made for a month in which the Pensioner does complete more than the permissible number of Hours of Suspendible Employment, the Suspendible Portion of that payment is treated as an overpayment for which the Pensioner must promptly reimburse the Trust Fund. If he fails to do so, the Trustees may withhold the amount of the overpayment from one or more subsequent payments due to or with respect to the Pensioner until the amount of the overpayment is fully recovered. Recovery of forfeited Retirement Benefit payments through withholding will be accomplished in the following order:

- First, from the portion of the Pensioner's Retirement Benefit payments that continues to be payable because the Pensioner's Suspendible Percentage is less than 100%, provided the amount withheld from any one month's payment will not exceed 25% of the portion that continues to be payable.
- Second, from the initial payment due upon reinstatement of the full amount of the Pensioner's Retirement Benefit payments.
- Third, from Retirement Benefit payments that become due after the initial payment, provided the amount withheld from any one month's payment will not exceed 25% of that payment.
- Fourth, from any benefits payable because of the Pensioner's death, provided the amount withheld from any one month's payment of the After Retirement Spouse Lifetime Pension will not exceed 25% of that payment.

The Trustees may also pursue other lawful means of recovering the overpayments on behalf of the Trust Fund.

C.5 Employment Reporting and Verification Requirements.

Each Pensioner must promptly notify the Trustees in writing any time he returns to work in any capacity before his 65th birthday. If his Pension Effective Date precedes January 1, 1995 and he has not qualified for a Pension Increase after that date, he need only notify the Trustees any time he returns to work for a Covered Employer in any capacity. The notice must provide enough information for the Trustees to determine whether that work has caused or will cause the Pensioner to forfeit his right to any Retirement Benefit payments.

At least annually, each Pensioner whose Pension Effective Date is after December 31, 1994 or who qualifies for a Pension Increase after that date, as a condition to receiving future Retirement Benefit payments, must certify in writing that he is unemployed and has been continuously unemployed since the date of his last certification to the Trustees (or his Pension Effective Date, if later) or must provide enough factual information for the Trustees to determine whether any work he may have engaged in during the reporting period qualifies as Suspendible Employment, and if so, the number of Hours of

Suspendible Employment he completed during each month during the reporting period. This certification requirement does not apply to any month that begins on or after the Pensioner's 65th birthday.

The Trustees may request from any Pensioner covered by this Appendix access to reasonable information for the purpose of verifying his employment or self-employment status, or the nature and extent of his employment, if any, including without limitation, written authorization to obtain from the Federal Social Security System a statement of the Pensioner's Social Security earnings (including earnings from self-employment) since his Pension Effective Date.

If a Pensioner fails to provide the requested information, access to information or certification, the Trustees may suspend payment of the Suspendible Portion of his Retirement Benefits until he does. For this purpose, the Suspendible Portion for any month shall be determined on the assumption that the Pensioner is engaged in Suspendible Employment that is not Covered Employment unless the Trustees have reason to believe that the Pensioner is engaged in Covered Employment during that month.

At least annually, the Trustees will send each Pensioner who has not attained age 65 a written description of the Trust Fund's employment reporting and verification requirements, and the nature and effect of the presumptions described in Appendix C.7 below.

C.6 Suspendible Employment.

Suspendible Employment is work either as an Employee or as a self-employed person that meets all of the following conditions:

- It is in any industry covered by the Plan, in the case of work that is Covered Employment.
- It is in any industry in which the Pensioner was employed at any time as a Covered Employee, in the case of work that is not Covered Employment.
- It is in a trade or craft in which the Pensioner was employed at any time as a Covered Employee.
- It is in the geographic area covered by the Plan.

The term "work" includes paid time off from work.

The term "industry" includes any business activity of a type in which Employees were employed in Covered Employment on the Pensioner's Pension Effective Date.

The geographic area covered by the Plan consists of every state in which Employees engage in Covered Employment (other than on isolated projects performed in states where Covered Employees are not otherwise employed) and the remainder of any Standard Metropolitan Statistical Area which falls in part within such state, determined as of the Pensioner's Pension Effective Date.

A "trade or craft" is (A) a skill or skills, learned during a significant period of training or practice, which is applicable in some occupations in some industry, (B) a skill or skills relating to selling, retailing, managerial, clerical or professional occupations, or (C) supervisory activities relating to a skill or skills described in (A) or (B).

When applying these rules (other than the rules of the following paragraph) to a Pension Increase (see Appendix D), the determination of whether a Pensioner's work as an Employee or a self-employed person is Suspendible Employment will be made on the Pensioner's Pension Increase Date rather than on the Pensioner's Pension Effective Date.

If a Plan Member is performing work for an Employer during the month of May 1994 that is not then Covered Employment, any work that Plan Member thereafter performs for that Employer will not be considered Suspendible Employment. This special rule will cease to apply from the end of the first month after April 30, 1994 in which the Plan Member completes more than the permissible number of Hours of Suspendible Employment for any other Employer, or if that month is before the Plan Member's Pension Effective Date, more than the permissible number of Hours of either Suspendible Employment or Covered Employment for any other Employer. When applying the provisions of this paragraph to any period before a Plan Member's Pension Effective Date, the term "Plan Member" will be substituted for the term "Pensioner" wherever that term appears in Appendix C, and the determination of whether a Plan Member's work is in an industry and in the geographic area covered by the Plan will be made as of May 1, 1994 instead of as of the Plan Member's Pension Effective Date.

If a Pensioner's Pension Effective Date precedes May 1, 1994, any work he performs after April 30, 1994 that is not Covered Employment will not be considered Suspendible Employment.

If a Pensioner performs work for an Employer that is not Covered Employment and is not in an industry in which he was employed at any time as a Covered Employee before his Pension Effective Date, any Covered Employment he thereafter performs for the same Employer will not be considered Suspendible Employment. This special rule will cease to apply from the end of the first month in which the Pensioner completes more than the permissible number of Hours of Suspendible Employment for any other Employer. This rule does not apply to any Covered Employment before January 1, 2001.

C.7 Hours of Suspendible Employment.

A Pensioner's Hours of Suspendible Employment during a calendar month include each hour of Suspendible Employment for which the Pensioner is compensated, whether or not the Pensioner performs any work during that hour.

If the Pensioner's Suspendible Employment is Covered Employment, the number of Hours of Suspendible Employment he is charged with will be the number of Hours of Suspendible Employment he completes during the calendar month. However, if his Covered Employer uses a four week/five week payroll period to report Covered Hours to the Trust Fund, the number of Hours of Suspendible Employment he is charged with will be the number of Hours of Suspendible Employment he completes during the four week or five week payroll period ending within the calendar month.

If the Pensioner's Suspendible Employment is not Covered Employment and the Trustees are unable to determine the actual number of Hours of Suspendible Employment he completed during a calendar month and the presumption described in the following paragraph does not apply for any reason, the Pensioner will be charged with having completed more than the permissible number of Hours of Suspendible Employment during the month if he receives payment for any Suspendible Employment performed on each of eight or more days (or separate work shifts) in that month or any four-week or five-week payroll period ending within that month.

Whenever the Trustees become aware that a Pensioner has or is engaged in Suspendible Employment during any month and the Pensioner has not fully complied with the employment reporting and verification requirements established by the Trustees from time to time regarding Suspendible Employment, the Trustees will presume that the Pensioner worked more than the permissible number of Hours of Suspendible Employment during that month.

Similarly, whenever the Trustees become aware that a Pensioner has or is engaged in Suspendible Employment at a construction site during any month and the Pensioner has not fully complied with the employment reporting and verification requirements established by the Trustees from time to time regarding Suspendible Employment, the Trustees will presume that the Pensioner engaged in Suspendible Employment for the same employer in work at that site for as long before the work in question as that same employer performed that work at that construction site.

Each of the foregoing presumptions is rebuttable upon a showing by the Pensioner from a preponderance of the evidence either that his employment during each month in question did not qualify as Suspendible Employment or that he completed no more than the permissible number of Hours of Suspendible Employment during that month. The Trustees will not apply either presumption in any case where it would be unreasonable under the circumstances to do so.

C.8 Advance Determinations About Suspendible Employment.

A Pensioner covered by this Appendix may request from the Trustees a determination of whether specific contemplated employment will cause him to forfeit his right to Retirement Benefit payments and if so, the Suspendible Portion of those payments. The Trustees may limit the number of requests a Pensioner can make during a Calendar Year if the Pensioner abuses this procedure. The request must contain information sufficient to establish whether the specific contemplated employment will cause a forfeiture. The Trustees will make the determination within 30 days, except that if the Trustees determine that additional information is necessary, this 30-day period will be extended until 30 days after the requested information is provided by the Pensioner. If the Trustees determine that a Pensioner's contemplated employment will cause a forfeiture of Retirement Benefit payments, that determination will be treated like a denial of a claim for purposes of the benefit claim procedures of the Plan. The Pensioner may appeal from this determination by following the benefit claim review procedures of the Plan. Those procedures also will be followed where a Pensioner objects in writing to suspension of his Retirement Benefits.

APPENDIX D

PENSION INCREASES FOR REEMPLOYED AGE PENSIONERS

D.1 Eligibility for Pension Increase.

To be eligible for a Pension Increase, a reemployed Pensioner who has not reached his Normal Retirement Date must satisfy the Applicable Reemployment Test described below and then again retire from employment (see Article 8.5). If the reemployed Pensioner has reached his Normal Retirement Date, he need only satisfy the Applicable Reemployment Test.

Pensioner's Status	Applicable Reemployment Test
If he is an Age Pensioner who has never before qualified for a Pension Increase	He must complete 750 Covered Hours after his Pension Effective Date.
If he is a Disability Pensioner who has never before qualified for a Pension Increase	He must complete 750 Covered Hours after his Normal Retirement Date.
If he is a Pensioner who has previously qualified for a Pension Increase	He must complete 750 Covered Hours after the date his most recent Pension Increase took effect.

D.2 When Pension Increase Takes Effect (Pension Increase Date).

The date a Pensioner's Pension Increase takes effect is called his Pension Increase Date. The actual commencement of Pension Increase payments may be delayed for administrative reasons but the first payment actually made will include all payments due from the Pensioner's Pension Increase Date.

If a reemployed Pensioner becomes eligible for a Pension Increase on or before December 31 of the Calendar Year that includes his Normal Retirement Date, his Pension Increase Date will be the date he elects but only if that date meets all of the following conditions:

- The date must be the first day of a calendar month.
- The date cannot be earlier than January 1 of the Calendar Year following the date the Pensioner satisfies the Applicable Reemployment Test.
- If the date is before the Pensioner's Normal Retirement Date, it cannot be earlier than the date he again retires from employment.
- The date cannot be more than 180 days after the date the Pensioner makes the election.
- The date cannot be more than 24 months before the date the Trustees receive his application.
- The date cannot be later than January 1 of the Calendar Year just following the Pensioner's Normal Retirement Date. When necessary, this condition overrides the three-month condition.

If the Pensioner fails to make a proper election of a Pension Increase Date within a reasonable time after his application for the Pension Increase is received by the Trustees, his application may be denied.

The Pensioner may elect to change his Pension Increase Date according to rules comparable to those contained in Article 8.4.

If a reemployed Pensioner becomes eligible for a Pension Increase after December 31 of the Calendar Year that includes his Normal Retirement Date, his Pension Increase Date will be January 1 of the Calendar Year just following the date he satisfies the Applicable Reemployment Test.

D.3 Amount of Pension Increase.

The amount of a Pensioner's Pension Increase is determined by multiplying his Additional Normal Retirement Benefit by his Retirement Factor from the appropriate Retirement Table. The rules of Article 13.9 govern which Retirement Table is used, with the following modifications:

- The Recent Coverage rules in Appendix D.4 are used instead of the Recent Coverage at retirement rules.
- The Current PEER Coverage rules in Appendix D.5 are used instead of the Current PEER Coverage at retirement rules and the Current PEER Coverage at death rules.
- The term Pension Increase Date is substituted for the term Pension Effective Date.

D.4 Recent Coverage.

A Pensioner has Recent Coverage for purposes of Appendix D and Appendix F if he meets any one of the following conditions:

- He had Recent Coverage at retirement (see Article 13.1).
- He completes at least 1,500 Covered Hours during any period of 60 consecutive calendar months that ends after his Pension Effective Date but before his Pension Increase Date.
- He completes at least 1,500 Covered Hours during the period of 60 consecutive calendar months that ends with the month of his death, provided he dies before his Pension Increase takes effect.

D.5 Current PEER Coverage.

A Pensioner has Current PEER Coverage for purposes of Appendix D and Appendix F if he completes at least 1,000 Covered Hours for which Special PEER Contributions are payable during either of the following periods:

- The period of 24 consecutive calendar months that ends just before his Pension Increase Date.
- The period of 24 consecutive calendar months that ends with the month of the Pensioner's death, provided he dies before the Pension Increase takes effect.

If a Pensioner is unable to meet the requirements for Current PEER Coverage just described solely because he is totally disabled or solely because of his death (or solely because of a combination of the two reasons), then he will be treated as having Current PEER Coverage if both the following conditions are met:

- During the relevant 24-month measuring period, he completes at least 1,000 Covered Hours under a Pension Agreement that becomes a PEER Pension Agreement before the end of that measuring period.
- At least one of those Covered Hours is a Covered Hour for which Special PEER Contributions are payable.

For this purpose, a Pensioner will be considered totally disabled if he is wholly prevented from engaging in his usual occupation (as determined by the Trustees) because of a medically determinable physical or mental impairment. In determining the Pensioner's usual occupation, the Trustees will consider only those occupations the Pensioner engaged in as Covered Employee during the 24-month measuring period.

D.6 Additional Normal Retirement Benefits.

A Pensioner's Additional Normal Retirement Benefit consists of:

- His Additional Contributory Service Benefit (see Appendix D.7).
- His Additional Noncontributory Service Benefit, if any (see Appendix D.8).
- His Additional Five-Year Average Benefit, if any (see Appendix D.9 and D.10).

D.7 Additional Contributory Service Benefit.

A Pensioner's Additional Contributory Service Benefit will be calculated using the rules in Article 5.2 and will be based on Employer Contributions for Covered Hours he completes as a Pensioner after December 31, 1986, other than those Employer Contributions described below:

- If the Pensioner is a Disability Pensioner, Employer Contributions for any Covered Hours he completed before his Normal Retirement Date are not used in the calculation.

- If the Pensioner has previously qualified for a Pension Increase, Employer Contributions for any Covered Hours he completed before the date his most recent Pension Increase took effect are not used in the calculation.

If the Pensioner had completed less than 20 Years of Service on his Pension Effective Date, his Years of Service completed as a Pensioner are counted in determining the Contribution Percentage that is used to calculate his Additional Contributory Service Benefit.

D.8 Additional Noncontributory Service Benefit.

A Pensioner's Additional Noncontributory Service Benefit consists of:

- His Additional Noncontributory Service Benefit, if any, attributable to the Pensioner's Years of Noncontributory Service based on Past Employment. This benefit is calculated according to the rules in Part One.
- His Additional Noncontributory Service Benefit, if any, attributable to the Pensioner's Years of Noncontributory Service based on Intermediate Employment with a Reentry Date before the Pensioner's Pension Effective Date. This benefit is calculated according to the rules in Part Two.
- His Additional Noncontributory Service Benefit, if any, attributable to the Pensioner's Years of Noncontributory Service based on Intermediate Employment with a Reentry Date after the Pensioner's Pension Effective Date. This benefit is calculated according to the rules in Part Three.

In determining a Pensioner's Additional Noncontributory Service Benefit, the provisions of Part One will be applied first, then the provisions of Part Two and finally, the provisions of Part Three, the intent being to preclude any Pensioner from qualifying for a total Noncontributory Service Benefit in excess of that which would have been payable had all of the events in question occurred prior to the Pensioner's Pension Effective Date assuming that date was the same as the Pension Increase Date of the Pension Increase being calculated.

Part One

A Pensioner qualifies for an Additional Noncontributory Service Benefit under this part if all of the following conditions are met:

- The Pensioner has any Years of Noncontributory Service based on Past Employment.
- The Noncontributory Service Benefit included in his original Retirement Benefit did not take into account all of his Years of Noncontributory Service based on Past Employment or his original Retirement Benefit did not include a Noncontributory Service Benefit.
- If the Pensioner qualified for any prior Pension Increases, the Additional Noncontributory Service Benefit included in those Pension Increases did not take into account all of his Years of Noncontributory Service based on Past Employment.

The Pensioner's Additional Noncontributory Service Benefit under this part is calculated in two steps:

- First, determine the Pensioner's Noncontributory Service Benefit attributable to his Years of Noncontributory Service based on Past Employment according to the rules in Articles 5.4 and 5.5 substituting his Pension Increase Date for his Pension Effective Date.
- Second, reduce the Noncontributory Service Benefit determined in the first step (but not below zero) by any Noncontributory Service Benefit based on Past Employment included in his original Retirement Benefit and any Additional Noncontributory Service Benefit based on Past Employment included in prior Pension Increases.

Part Two

A Pensioner qualifies for an Additional Noncontributory Service Benefit under this part if all of the following conditions are met:

- The Pensioner has any Years of Noncontributory Service based on Intermediate Employment with a Reentry Date before his Pension Effective Date.
- The Noncontributory Service Benefit included in his original Retirement Benefit did not take into account all of his Years of Noncontributory Service based on Intermediate Employment, or his original Retirement Benefit did not include a Noncontributory Service Benefit.

- If the Pensioner qualified for any prior Pension Increases, the Additional Noncontributory Service Benefit, if any, included in those Pension Increases did not take into account all of his Years of Noncontributory Service based on Intermediate Employment.

The Pensioner's Additional Noncontributory Service Benefit under this part is calculated as follows:

- First, determine the Pensioner's Noncontributory Service Benefit attributable to the Pensioner's Years of Noncontributory Service based on Intermediate Employment according to the rules in Appendices B.7 and B.8 but substituting his Pension Increase Date for his Pension Effective Date.
- Second, reduce the Noncontributory Service Benefit determined in the first step (but not below zero) by any Noncontributory Service Benefit attributable to Years of Noncontributory Service based on the same period of Intermediate Employment included in his original Retirement Benefit and any Additional Noncontributory Service Benefit based on the same period of Intermediate Employment included in prior Pension Increases.

If the Pensioner has Intermediate Employment based on more than one Reentry Date, the foregoing rules are applied separately to each period of Intermediate Employment starting with the earliest. The sum of these separate calculations constitutes the Pensioner's Additional Noncontributory Service Benefit under this part.

In applying the foregoing provisions of this part, only Intermediate Employment with a Reentry Date before the Pensioner's Pension Effective Date is taken into account.

Part Three

A Pensioner qualifies for an Additional Noncontributory Service Benefit under this part if both of the following conditions are met:

- The Pensioner has any Years of Noncontributory Service based on Intermediate Employment with a Reentry Date after his Pension Effective Date.
- If the Pensioner qualified for any prior Pension Increases after that Reentry Date, the Additional Noncontributory Service Benefit included in those Pension Increases did not take into account all of his Years of Noncontributory Service based on the same period of Intermediate Employment or those Pension Increases did not include an Additional Noncontributory Service Benefit based on the same period of Intermediate Employment.

The Pensioner's Additional Noncontributory Service Benefit under this part is calculated as follows:

- First, determine the Pensioner's Noncontributory Service Benefit attributable to the Pensioner's Years of Noncontributory Service based on Intermediate Employment according to the rules in Appendices B.7 and B.8 but substituting his Pension Increase Date for his Pension Effective Date.
- Second, reduce the Noncontributory Service Benefit determined in the first step (but not below zero) by any Noncontributory Service Benefit attributable to Years of Contributory Service based on the same period of Intermediate Employment included in any prior Pension Increase.

If the Pensioner has Intermediate Employment based on more than one Reentry Date, the foregoing rules are applied separately to each period of Intermediate Employment starting with the earliest. The sum of these separate calculations constitutes the Pensioner's Additional Noncontributory Service Benefit under this part.

In applying the foregoing provisions of this part, only Intermediate Employment with a Reentry Date after the Pensioner's Pension Effective Date is taken into account except that the rules of Appendix B.8 are applied taking into account all of the Pensioner's Intermediate Employment.

D.9 Additional Five-Year Average Benefit (Normal Method).

A reemployed Pensioner qualifies for an Additional Five-Year Average Benefit determined under the normal method described below if he meets all of the following requirements:

- He is an Age Pensioner.
- He has not previously qualified for a Pension Increase.
- His Pension Effective Date is before January 1, 1987.

- His Normal Retirement Date is after December 31, 1986.
- He completed at least 750 Covered Hours in a Calendar Year that began on or after his Pension Effective Date and ended before 1987.
- He completes at least one Covered Hour in a Calendar Year after 1986 and meets the 250 Hour Requirement in the same Calendar Year.

The amount of the Additional Five-Year Average Benefit for a reemployed Pensioner who meets all of the above requirements is determined as follows:

- First, determine how many additional Prior Plan Future Service Credits he earned as a Pensioner by dividing by 1,875 all of the Covered Hours he completed as a Pensioner up through the end of 1986.
- Second, redetermine the Pensioner's Five-Year Average Rate to reflect his Covered Hours completed as a Pensioner and the Employer Contributions based on those Covered Hours. However, do not count Covered Hours, or Employer Contributions for Covered Hours, completed after December 31, 1991.
- Third, derive the Benefit Factor for the Pensioner's new Five-Year Average Rate from Table Seven.
- Fourth, multiply this Benefit Factor by the Prior Plan Future Service Credits he earned as a Pensioner.

If the total of the reemployed Pensioner's additional Prior Plan Future Service Credits and the Prior Plan Service Credits he earned before his Pension Effective Date exceeds 33-1/3, then the Pensioner's Additional Five-Year Average Benefit is limited to an amount determined as follows:

- First, multiply the Pensioner's new Benefit Factor by 33-1/3 Prior Plan Service Credits.
- Second, reduce the amount from the first step by the amount of Normal Retirement Benefit reflected in the Retirement Benefit payable to the Pensioner just before his Pension Increase takes effect.

(If the amount of the reduction equals or exceeds the amount from the first step, the Pensioner does not qualify for any Additional Five-Year Average Benefit.)

The Additional Five-Year Average Benefit of a Pensioner who qualifies for the normal method of calculation can never be less than the amount determined by using the alternate method described in Appendix D.10.

D.10 Additional Five-Year Average Benefit (Alternate Method).

A reemployed Pensioner qualifies for an Additional Five-Year Average Benefit determined under the alternative method described below if he meets all of the following requirements:

- He is an Age Pensioner.
- He has not previously qualified for a Pension Increase.
- His Pension Effective Date is before January 1, 1987.
- His Normal Retirement Date is after December 31, 1986.
- He completed at least 750 Covered Hours before 1987 in a Calendar Year ending after his Pension Effective Date.
- He does not qualify for an Additional Five-Year Average Benefit under the normal method described in Appendix D.9, or if he does, the amount of that Benefit is smaller than the amount determined under the alternate method.
- He does not qualify for an Additional Retirement Benefit that has an effective date of January 1, 1987 under the provisions of the Plan in effect as of December 31, 1986.

A Pensioner's Additional Five-Year Average Benefit under the alternate method equals the amount by which:

- His increased Normal Retirement Benefit on December 31, 1986, determined under the provision of the Plan in effect as of that date, is greater than

- His Adjusted Normal Retirement Benefit on December 31, 1986, determined under the provisions of the Plan in effect as of that date.

D.11 Form of Pension Increase Payment.

General Rules

A Pension Increase is considered to take effect as of the Pension Increase Date of that Pension Increase, and a Pensioner will be treated as receiving a Pension Increase from the Pension Increase Date of that Pension Increase, even if actual commencement of Pension Increase payments is delayed for administrative reasons.

Nothing in this Appendix D.11 will be used to take away the rights of any person to payments under an After Retirement Spouse Lifetime Pension or After Retirement Spouse Lifetime Pension Increase based on a Retirement Benefit or Pension Increase that took effect before the person's marriage to the Pensioner terminated.

Rules for Pensioners Eligible to Elect Form of Pension Increase Payment

A Pensioner is eligible to elect the form in which his Pension Increase is paid if either of the following conditions is met:

- The Pension Increase takes effect on or before January 1 of the Calendar Year just following his Normal Retirement Date.
- This is the Pensioner's first Pension Increase after his Normal Retirement Date.

If a Pensioner is eligible to elect the form in which his Pension Increase is paid, then the rules of Article Ten govern the available forms of payment and their terms of payment, election procedures, spousal consent requirements and related items, with the following modifications:

- The term Pension Increase Date is substituted for the term Pension Effective Date.
- Whether the Pensioner has a Spouse and if so, the identity of the person who is the Spouse is determined under the rules of Article 10.11 substituting the Pensioner's Pension Increase Date for his Pension Effective Date.
- Any elections made by the Pensioner (and any Spousal consents to those elections) in connection with his original Retirement Benefit or any other Pension Increase are ignored.
- The form in which the Pensioner's original Retirement Benefit or any other Pension Increase is being paid does not affect the form in which the Pension Increase is to be paid.
- The Pensioner's election period under Article 15.5 begins when the Pensioner properly elects a Pension Increase Date and ends 90 days after the date of the instrument drawn in payment of the first month's Pension Increase due the Pensioner.

Rules for Pensioners Not Eligible to Elect Form of Pension Increase Payment

A Pensioner is not eligible to elect the form in which his Pension Increase is paid if both of the following conditions is met:

- The Pension Increase takes effect after January 1 of the Calendar Year just following his Normal Retirement Date.
- The Pensioner previously qualified for a Pension Increase after his Normal Retirement Date.

If a Pensioner is not eligible to elect the form in which his Pension Increase is paid, then the Pension Increase will be paid in the same form as the Pensioner's most recent prior Pension Increase except that the new Pension Increase will be paid as a Life Only Pension if either of the following conditions is met:

- The payment form for the prior Pension Increase was cancelled and replaced with a Life Only Pension under Article 10.12.
- The Pensioner and the person who was his Spouse when the prior Pension Increase took effect are no longer married on the date the new Pension Increase takes effect.

If the payment form of the Pensioner's most recent prior Pension Increase was modified to include an After Retirement Optional Lump Sum Death Benefit, then the payment form of the new Pension Increase is modified to include an After Retirement Optional Lump Sum Death Benefit.

The rules in Articles 10.3 through 10.7 and Appendix D.4 govern the terms of payment and form of Pension Increase a Pensioner qualifies for under the preceding rules except that the term Pension Increase Date is substituted for the term Pension Effective Date.

D.12 Application and Election Procedures for Pension Increases.

If a Pensioner becomes eligible for a Pension Increase on or before December 31 of the Calendar Year that includes his Normal Retirement Date or first becomes eligible for a Pension Increase after his Normal Retirement Date, the benefit claim and election procedures of Article Fifteen govern the payment of that Pension Increase, with the following modifications:

- The term Pension Increase is substituted for the term Retirement Benefit.
- The term Pension Increase Date is substituted for the term Pension Effective Date.

Since a Pensioner cannot elect a Pension Increase Date or form of Pension payment for any Pension Increases he becomes eligible for after December 31 of the Calendar Year that includes his Normal Retirement Date, those Pension Increases will be paid automatically without any need for the Pensioner to apply for them.

APPENDIX E

RECOMPUTATION OF RETIREMENT BENEFITS FOR CERTAIN REEMPLOYED AGE PENSIONERS

E.1 Eligibility for Recomputed Retirement Benefits.

An Age Pensioner is eligible for a Recomputed Retirement Benefit if all of the following requirements are met:

- He completed 1,500 Covered Hours as an Age Pensioner during a continuous period of 12 calendar months.
- The 12-month period ends within 36 months of his original Pension Effective Date.
- The 12-month period ends before his Latest Retirement Date.
- He has not previously elected to receive a Recomputed Retirement Benefit.

If the Age Pensioner's Age Retirement Benefit was previously converted from a Disability Retirement Benefit under Article 9.6, then the 12-month period referred to in the preceding paragraph must end within 36 months of the date he lost his entitlement to his Disability Retirement Benefit.

An Age Pensioner who does not qualify for a Recomputed Retirement Benefit under the rules of the first paragraph is eligible for a Recomputed Retirement Benefit if all of the following requirements are met:

- He completes 6,000 Covered Hours as an Age Pensioner during a continuous period of 60 calendar months.
- The 60-month period ends before his Latest Retirement Date.
- He has not previously elected to receive a Recomputed Retirement Benefit.

Before a Recomputed Retirement Benefit can take effect, the following is required:

- The Pensioner must elect to receive the Recomputed Retirement Benefit instead of his original Retirement Benefit and instead of any Pension Increases based on Covered Hours completed before his Recomputed Pension Effective Date.
- If his original Retirement Benefit is being paid as an Employee and Spouse Pension or an Employee and Spouse Pension with Benefit Adjustment Option, the person who was the Pensioner's Spouse on his original Pension Effective Date must consent to the Pensioner's election of a Recomputed Retirement Benefit if she is still alive.

- If the Pensioner had a Spouse on his original Pension Effective Date and that date is after 1991, that person must consent to the Pensioner's election of a Recomputed Retirement Benefit if she is still alive and if either of the following conditions is met:
 - The Pensioner had Recent Coverage at his original retirement (see Article 13.1).
 - The Pensioner elected the Optional After Retirement Lump Sum Death Benefit (see Article 12.3) in connection with his original Retirement Benefit.
- If any Pension Increase is being paid as an Employee and Spouse Pension, the person who was the Pensioner's Spouse on the date that Pension Increase took effect must consent to the Pensioner's election of a Recomputed Retirement Benefit if she is still alive.
- If the Pensioner had a Spouse on the date any Pension Increase took effect and that date is after 1991, that person must consent to the Pensioner's election of a Recomputed Retirement Benefit if she is still alive and if either of the following conditions is met:
 - The Pensioner had Recent Coverage on his Pension Increase Date (see Appendix D.4).
 - The Pensioner elected the Optional After Retirement Lump Sum Death Benefit (see Article 12.3) in connection with that Pension Increase.

The provisions of this Appendix shall not apply to a Disability Pensioner.

E.2 Amount of Recomputed Retirement Benefit.

The amount of an Age Pensioner's Recomputed Retirement Benefit is determined in four steps:

- First, recompute his Normal Retirement Benefit as if he had not become a Pensioner on his original Pension Effective Date but instead had remained a Participant up to his Recomputed Pension Effective Date.
- Second, apply the rules of Article 8.2 (if the recomputed Benefit is an Age Retirement Benefit) or the rules of Article 9.3 (if the recomputed Benefit is a Disability Retirement Benefit) using his recomputed Normal Retirement Benefit and his Recomputed Pension Effective Date to arrive at a tentative Recomputed Retirement Benefit.
- Third, total the Age Retirement Benefit payments (including any Pension Increase payments) the Pensioner was entitled to receive for months before his Recomputed Pension Effective Date. Then multiply that total by the appropriate factor from Table Fourteen.
- Fourth, subtract the amount calculated in the third step from the Pensioner's tentative Recomputed Retirement Benefit from the second step.

E.3 Recomputed Pension Effective Date.

An Age Pensioner who applies for a Recomputed Retirement Benefit must elect a Recomputed Pension Effective Date. That date must meet all of the following conditions:

- The date must be the first day of a calendar month.
- The date cannot be earlier than the date the Pensioner meets the applicable Covered Hours eligibility requirement (1,500 Covered Hours over 12 months or 6,000 Covered Hours over 60 months) for the Benefit (if the recomputed Benefit is an Age Retirement Benefit) or the date the Age Pensioner first meets all the eligibility conditions for a Disability Retirement Benefit (if the recomputed Benefit is a Disability Retirement Benefit).
- If the date is before the Pensioner's Normal Retirement Date, it cannot be earlier than the date the Pensioner again retires from employment (see Article 8.5).
- The date cannot be more than 180 days after the date the Pensioner makes the election.
- The date cannot be more than 24 months before the date the Trustees receive his application.
- The date cannot be later than his Latest Retirement Date. When necessary, this condition overrides the 24-month condition.

If the Pensioner fails to make a proper election of a Recomputed Pension Effective Date within a reasonable time after his application is received by the Trustees, his application may be denied.

The Pensioner may elect to change his Recomputed Pension Effective Date according to rules comparable to those contained in Article 8.4 (if the recomputed Benefit is an Age Retirement Benefit) or in Article 9.2 (if the recomputed Benefit is a Disability Retirement Benefit).

E.4 Form of Payment.

The rules of Article Ten govern the form of payment of a Recomputed Retirement Benefit with the following modifications:

- The term Recomputed Pension Effective Date is substituted for the term Pension Effective Date.
- Whether the Pensioner has a Spouse and if so, the identity of the person who is the Spouse is determined under the rules of Article 10.11 substituting the Pensioner's Recomputed Pension Effective Date for his original Pension Effective Date.
- Any elections made by the Pensioner (and any Spousal consents to these elections) in connection with his original Retirement Benefit (or any Pension Increase) are ignored.
- The form in which the Pensioner's original Retirement Benefit (or any Pension Increase) is being paid does not affect the form in which the Pensioner's Recomputed Retirement Benefit is to be paid.

E.5 Termination of Original Retirement Benefit.

The following rules apply where an Age Pensioner becomes entitled to a Recomputed Retirement Benefit:

- His entitlement to his original Retirement Benefit terminates with the payment for the month just before his Recomputed Pension Effective Date.
- His entitlement to any Pension Increase that took effect before his Recomputed Pension Effective Date terminates with the payment for the month just before his Recomputed Pension Effective Date.
- His Recomputed Retirement Benefit replaces his original Retirement Benefit (and any Pension Increases) beginning on his Recomputed Pension Effective Date.
- The form of payment of his Recomputed Retirement Benefit replaces the form of payment of his original Retirement Benefit (and of any Pension Increases) on his Recomputed Pension Effective Date.
- Appropriate adjustments are made in the monthly payments already made and to be made. If these adjustments result in a net overpayment to the Pensioner, that overpayment is recovered by withholding further Benefit payments until recovery is complete. If the adjustments result in a net underpayment to the Pensioner, the amount of the underpayment will be paid forthwith in a lump sum.

E.6 New Election Period.

An Age Pensioner who becomes entitled to a Recomputed Retirement Benefit is given a new election period under Article 15.5. The new election period begins when the Age Pensioner first properly elects a Pension Effective Date for his Recomputed Retirement Benefit and ends 90 days after the date of the instrument drawn in payment of the first month's recomputed Benefit due the Pensioner.

APPENDIX F

DEATH AND SURVIVOR BENEFITS FOR REEMPLOYED PENSIONERS

F.1 General Rule.

Unless the provisions of this Appendix F provide otherwise, a Pensioner's return to Covered Employment will have no effect on the types of benefits payable when the Pensioner dies or the amount of those benefits.

F.2 Special Lump Sum Death Benefit.

If any Pension Increases take effect before a Pensioner's death, the Special Lump Sum Death Benefit described in Appendix L will be increased to reflect the amount of those Pension Increases, provided that only those Pension Increases that meet one of the following sets of conditions will be taken into account:

- The Pension Increase took effect before 1992.
- The Pension Increase took effect on January 1, 1992, the Pensioner did not elect an Optional Lump Sum Death Benefit in connection with the Pension Increase and he either did not meet the applicable Contributory Service Requirement in Table Six by that date or elected to be treated as if he had not met the applicable Contributory Service Requirement according to procedures established by the Trustees.
- The Pension Increase took effect after January 1, 1992, the Pensioner was age 62 or over on January 1, 1992 and he did not elect an Optional Lump Sum Death Benefit in connection with the Pension Increase.

If a Pensioner dies after he satisfies the Applicable Reemployment Test but before his Pension Increase takes effect, any increase in the Special Lump Sum Death Benefit will be calculated as if that Pension Increase had taken effect just before the Pensioner's death.

If a Pension Increase is (or would have been) payable as an Employee and Spouse Pension, the increase in the Special Lump Sum Death Benefit will be based on the amount of Pension Increase that would have been payable as a Life Only Pension.

Under no circumstances will the Special Lump Sum Death Benefit be increased to an amount that exceeds \$10,000.

F.3 Survivor Benefits.

If an Age Pensioner dies on or after his Recomputed Pension Effective Date, any Child Survivor Benefits payable under Article 12.5 will be based on his Survivor Benefit Rate on his Recomputed Pension Effective Date.

If an Age Pensioner dies on or after his Recomputed Pension Effective Date, any Spouse Survivor Benefits payable under Appendix L will be based on his Survivor Benefit Rate on his Recomputed Pension Effective Date. The determination of whether the Age Pensioner qualifies as a Protected Pensioner under Appendix L will be made using his Recomputed Pension Effective Date and his age on that date instead of his original Pension Effective Date and his age on that date.

F.4 After Retirement Spouse Lifetime Pension Increase (Death After Pension Increase Takes Effect).

An After Retirement Spouse Lifetime Pension Increase is payable to the Spouse of a deceased Pensioner if all of the following conditions are met:

- The Pensioner dies on or after the date his Pension Increase takes effect.
- The Spouse survives the Pensioner.
- The Pension Increase was payable as a Regular or Optional Employee and Spouse Pension with or without Benefit Adjustment Option (see Articles 10.4 and 10.6) and that payment form was not cancelled and replaced with a Life Only Pension (with or without Benefit Adjustment Option) under Article 10.12.

The After Retirement Spouse Lifetime Pension Increase is payable from the beginning of the month following the Pensioner's death and provides monthly payments for the life of the Pensioner's Spouse.

The amount of the monthly payment to the Spouse is determined according to the following rules:

- If the Pension Increase was payable as an Optional Employee and Spouse Pension, then the amount of the monthly payment to the Spouse is equal to 75% of the monthly payment to the Pensioner.
- If the Pension Increase was payable as a Regular Employee and Spouse Pension, the Pensioner had Recent Coverage (see Appendix D.4) and his Pension Increase Date was after 1991, then the amount of the monthly payment to the Spouse is equal to 66-2/3% of the monthly payment to the Pensioner.

- If the Pension Increase was payable as a Regular Employee and Spouse Pension, and either the Pensioner did not have Recent Coverage or his Pension Increase Date was before 1992, the amount of the monthly payment to the Spouse is equal to 50% of the monthly payment to the Pensioner.
- If the Pensioner elected to have his Pension Increase paid with a Benefit Adjustment Option, then the amount of the monthly payment to the Spouse is determined as if the Pensioner had not elected the Benefit Adjustment Option.

For purposes of this Appendix F.4, the person who is the Pensioner's Spouse is determined under the rules of Article 10.11 substituting the Pensioner's Pension Increase Date for his Pension Effective Date.

F.5 After Retirement Spouse Lifetime Pension Increase (Death Before Pension Increase Takes Effect).

If a Pensioner dies after he satisfies the Applicable Reemployment Test but before his Pension Increase takes effect and leaves a Surviving Spouse, the rules in this Appendix F.5 govern whether an After Retirement Spouse Lifetime Pension Increase based on that Pension Increase is payable to the Surviving Spouse and if so, the amount, terms and conditions of payment.

An After Retirement Spouse Pension Increase based on that Pension Increase is payable to a Pensioner's Surviving Spouse if any one of the following conditions is met:

- The Pensioner dies on or before January 1 of the Calendar Year just following his Normal Retirement Date.
- The Pensioner qualified for no other Pension Increases after his Normal Retirement Date.
- The Pensioner does not meet either of the previous two conditions and his most recent prior Pension Increase is payable as a Regular or Optional Employee and Spouse Pension and the Pensioner's Surviving Spouse was also his Spouse on the date that Pension Increase took effect.

The After Retirement Spouse Lifetime Pension Increase is payable from the beginning of the month following the Pensioner's death and provides payments for the life of the Pensioner's Surviving Spouse.

The After Retirement Spouse Lifetime Pension Increase is payable to the Surviving Spouse in a monthly amount determined under Appendix F.5 as if the new Pension Increase had taken effect just before the Pensioner's death in the following payment form:

- An Optional Employee and Spouse Pension if the Pensioner's most recent prior Pension Increase was payable in that form and his Surviving Spouse was also his Spouse on the date that Pension Increase took effect.
- An Optional Employee and Spouse Pension if the Pensioner qualified for no prior Pension Increases, his original Retirement Benefit was payable in that form and his Surviving Spouse was also his Spouse on his Pension Effective Date.
- In all other cases, a Regular Employee and Spouse Pension.

F.6 After Retirement 4-Year Certain Death Benefit (Death After Pension Increase Takes Effect).

An After Retirement 4-Year Certain Death Benefit is payable to the Beneficiary of a deceased Pensioner if all of the following conditions are met:

- The Pensioner dies on or after the date his Pension Increase takes effect and he had Recent Coverage on that date (see Appendix D.4).
- The Pension Increase takes effect after 1991.
- The Pension Increase was payable either as a Life Only Pension or as a Life Only Pension with Benefit Adjustment Option (see Articles 10.3 and 10.5).
- The total monthly benefit payments already made or due to the Pensioner for all months beginning on or before the date of his death on account of the Pension Increase are less than 48 times his Life Only Pension based on that Pension Increase.

The amount of the 4-Year Certain Death Benefit is calculated by taking 48 times the monthly payment under the Life Only Pension based on the Pension Increase and then reducing the result by the total monthly benefit payments already made or due to the Pensioner for all months beginning on or before the date of his death on account of that Pension Increase.

If the Pensioner elected the Life Only Pension with Benefit Adjustment Option in connection with the Pension Increase, the amount of the 4-Year Certain Death Benefit is calculated by taking 48 times the monthly amount payable under the Life Only Pension without Benefit Adjustment Option and then reducing the result by the total monthly benefit payments already made or due to the Pensioner under the Life Only Pension with Benefit Adjustment Option.

F.7 After Retirement 4-Year Certain Death Benefit (Death Before Pension Increase Takes Effect).

If a Pensioner dies after he satisfies the Applicable Reemployment Test but before his Pension Increase takes effect, the rules in this Appendix F.7 govern whether an After Retirement 4-Year Certain Death Benefit based on that Pension Increase is payable to the Pensioner's Beneficiary and if so, the amount, terms and conditions of payment.

An After Retirement 4-Year Certain Death Benefit based on that Pension Increase is payable to the Pensioner's Beneficiary if all of the following conditions are met:

- The Pensioner dies after 1991.
- The Pensioner has Recent Coverage (see Appendix D.4).
- An After Retirement Spouse Pension Increase is not payable based on that Pension Increase.

The amount of the 4-Year Certain Death Benefit is equal to 48 times the monthly amount that would have been payable to the Pensioner as a Life Only Pension if the Pension Increase had taken effect just before the Pensioner's death.

F.8 Optional After Retirement Lump Sum Death Benefit.

If a Pensioner's Pension Increase Date is after 1991 and the form of payment of his Pension Increase is modified to include an Optional After Retirement Lump Sum Death Benefit of the type described in Article 12.3, the Pension Increase is reduced. The amount of the reduced Pension Increase is obtained by multiplying the Pension Increase from Appendix D.3 by the percentage derived from Table Thirteen. This reduction takes place as the first step in any calculation of the Pensioner's Life Only Pension or Employee and Spouse Pension under Appendix D.11, the After Retirement Spouse Lifetime Pension under Appendix F.4 or Appendix F.5, the After Retirement 4-Year Certain Death Benefit under Appendix F.6 or F.7, and the Optional After Retirement Lump Sum Death Benefit itself.

The amount of the Optional After Retirement Lump Sum Death Benefit equals 12 times the monthly amount of the Pension Increase that would have been payable as a Life Only Pension without Benefit Adjustment Option. It is only payable if the Pensioner dies on or after the Pension Increase Date of the Pension Increase.

If a Pensioner dies after 1991 and after he satisfies the Applicable Reemployment Test but before his Pension Increase takes effect, the following rules govern whether an Optional Lump Sum Death Benefit based on that Pension Increase is payable to the Pensioner's Beneficiary.

If the Pensioner was not married when he died, or his Surviving Spouse consents, an Optional Lump Sum Death Benefit based on that Pension Increase is payable if any of the following conditions is met:

- The payment form of the Pensioner's most recent prior Pension Increase was modified to include an Optional Lump Sum Death Benefit.
- The Pensioner qualified for no prior Pension Increases but the payment form of his original Retirement Benefit was modified to include an Optional Lump Sum Death Benefit.
- The Pensioner qualified for no prior Pension Increases but the Pension Effective Date of his original Retirement Benefit was before 1992.
- The Pensioner's most recent prior Pension Increase took effect before 1992.

The amount of the Optional After Retirement Lump Sum Death Benefit equals 12 times the monthly amount of the Pension Increase that would have been payable as a Life Only Pension without Benefit Adjustment Option if the Pension Increase had taken effect just before the Pensioner's death in a payment form that was modified to include the Optional Lump Sum Death Benefit.

If a Pension Increase is deemed to take effect for purposes of Appendix F.5 or Appendix F.7 and an Optional Lump Sum Death Benefit is payable based on that Pension Increase, then the payment form of that Pension Increase shall be treated as having been modified to include the Optional Lump Sum Death Benefit for purposes of applying the rules of the first paragraph of this Appendix F.8.

F.9 Recomputed After Retirement Spouse Lifetime Pension.

A Recomputed After Retirement Spouse Lifetime Pension is payable to the Spouse of a deceased Age Pensioner if all of the following conditions are met:

- The Pensioner dies on or after his Recomputed Pension Effective Date.
- The Spouse survives the Pensioner.
- The Pensioner's Recomputed Retirement Benefit was payable as a Regular or Optional Employee and Spouse Pension with or without Benefit Adjustment Option (see Articles 10.4 and 10.6) and that form of payment was not cancelled and replaced with a Life Only Pension (with or without Benefit Adjustment Option) under Article 10.12.

The Recomputed After Retirement Spouse Lifetime Retirement Pension is payable monthly on the same terms as an After Retirement Spouse Lifetime Pension under Article 11.4.

The Recomputed After Retirement Spouse Lifetime Pension is in lieu of and replaces any After Retirement Spouse Lifetime Pension payable under Article 11.4.

For the purposes of this Appendix F.9, the person who is the Pensioner's Spouse is determined under the rules of Article 10.11 substituting the Pensioner's Recomputed Pension Effective Date for his original Pension Effective Date.

F.10 Death Before Recomputed Pension Effective Date.

A special rule applies if an Age Pensioner has met the eligibility requirements for a Recomputed Retirement Benefit but dies before his Recomputed Pension Effective Date. The provisions of Appendix F.2, Appendix F.3, and Appendix F.9 will be applied as if the Pensioner's Recomputed Retirement Benefit had taken effect on the day of his death.

If the Age Pensioner's original Retirement Benefit was being paid as an Employee and Spouse Pension or an Employee and Spouse Pension with Benefit Adjustment Option, this special rule will not apply unless the Spouse that is entitled to receive the original After Retirement Spouse Lifetime Pension under Article 11.4 because of the Pensioner's death either gives up her right to that original After Retirement Spouse Lifetime Pension, or dies before the Pensioner.

If a Special Lump Sum Death Benefit or Spouse Survivor Benefit would have been payable but for the application of the special rule described in the first paragraph, then the special rule will not apply unless each person who would have received that benefit gives up his right to receive it.

APPENDIX G

SPECIAL RULES FOR SEASONAL EMPLOYEES IN THE FOOD PROCESSING INDUSTRY

G.1 Purpose.

The purpose of this Appendix is to set out special rules that apply to Seasonal Employees in the Food Processing Industry. These special rules supersede the other provisions of the Plan to the extent they are in conflict with, or expressly supersede, those provisions.

G.2 Definitions.

The following definitions apply to this Appendix:

- **Seasonal Employee** means a Covered Employee who is classified as a seasonal (or equivalent designation) under a Pension Agreement in the Food Processing Industry using objective standards that meet the Trustee Rules on Acceptance of Employer Contributions in the Food Processing Industry.
- **Seasonal Employment** means Covered Employment while a Seasonal Employee.
- **Food Processing Industry** means the business activity of hermetically sealing and sterilizing, pasteurizing and similar processes involved in canning, freezing, dehydrating or drying and pickling fresh fruits, vegetables or products of the sea. Such operations are distinguished from other kinds of manufacturing in that:
 - They are part of a continuous series throughout which the commodities remain perishable, which is known as “first processing,” and
 - They are seasonal in nature by reason of the seasonal availability of the raw product.

No distinction exists either in terms of first processing or seasonality between canning, freezing, dehydrating or drying or pickling of fresh fruits, vegetables, or products of the sea.

- **Dual Rate Pension Agreement** means one or a combination of Pension Agreements covering Employees in the Food Processing Industry who work at the same geographic location and are represented by the same Union, which Pension Agreement(s) separately or together provide for two rates of Employer Contribution on behalf of Employees working in the same or similar job classifications. The following do not constitute Dual Rate Pension Agreements:
 - Pension Agreements that provide for participation by Employees in the Western States Food Processing Industry Employees Pension Plan.
 - Pension Agreements that have been exempted by the Trustees from the requirements of Section 3(b) of the Trustee Rules on Acceptance of Employer Contributions in the Food Processing Industry.
- **Regular Rate** means the hourly (or equivalent) rate of Employer Contribution that a Covered Employer is required to pay under a Dual Rate Pension Agreement on behalf of Covered Employees who are not Seasonal Employees.
- **Martinez Class Member** means a Participant who works at least one Covered Hour based on Seasonal Employment.

G.3 Year of Vesting Service.

A Seasonal Employee earns a Year of Vesting Service for each Calendar Year in which he meets either of the following requirements:

- He completes at least 500 Hours of Service during the Calendar Year.
- He completes at least 250 Covered Hours based on Seasonal Employment during the Calendar Year.

G.4 Year of Contributory Service.

A Seasonal Employee earns a Year of Contributory Service for each Calendar Year in which he meets either of the following requirements:

- He completes at least 500 Covered Hours during the Calendar Year.
- He completes at least 250 Covered Hours based on Seasonal Employment during the Calendar Year.

G.5 500 Covered Hour Year.

A Seasonal Employee earns a 500 Covered Hour Year for each Calendar Year in which he meets either of the following requirements:

- He completes at least 500 Covered Hours during the Calendar Year.
- He completes at least 250 Covered Hours based on Seasonal Employment during the Calendar Year.

G.6 750 Hour Requirement.

A Seasonal Employee meets the 750 Hour Requirement when he first completes either:

- 750 Hours of Service over a continuous period of not more than two Calendar Years, or
- 375 Covered Hours based on Seasonal Employment over a continuous period of not more than two Calendar Years.

G.7 Employer Contributions.

If a Seasonal Employee completes at least 1,000 Hours of Service during any Calendar Year after 1975, a special rule applies. For each Covered Hour during that Calendar Year that is based on Seasonal Employment under a Dual Rate Pension Agreement, the Employee will be credited with an Employer Contribution at the Regular Rate regardless of the rate of Employer Contribution actually payable for that Covered Hour. This special rule does not apply for the purpose of determining a Seasonal Employee's Normal Retirement Benefit on or before December 31, 1986, under the provisions of the Plan in effect as of December 31, 1986, or any earlier date.

G.8 Disability Absences.

If a Seasonal Employee fails to earn at least 100 Hours of Service during any calendar month and all of the conditions described below are met, he will be credited with sufficient Hours of Service for that month so that he will have exactly 100 Hours of Service for that month. The conditions are:

- He must be disabled during that month.
- That month must fall within the period described in the following two main paragraphs.
- The Seasonal Employee's disability must begin after his First Covered Hour but no more than three years after a Calendar Year in which he was an Active Participant.
- The Seasonal Employee must have completed at least 50 Covered Hours based on Seasonal Employment in the same calendar month in each of the two Calendar Years just before the beginning of his disability absence.

No more than 300 Hours of Service will be credited to a Seasonal Employee under these provisions for any Calendar Year.

The period referred to above begins on January 1 of any Calendar Year in which either of the following conditions are met:

- All of the Seasonal Employee's Covered Hours during the Calendar Year are based on Seasonal Employment.
- The Seasonal Employee completes at least 250 Covered Hours in the Calendar Year and 75% of his Covered Hours during the Calendar Year are based on Seasonal Employment.

The period referred to above ends on December 31 just before the first Calendar Year in which either of the following conditions is met:

- None of the Seasonal Employee's Covered Hours during the Calendar Year is based on Seasonal Employment.
- The Seasonal Employee completes at least 250 Covered Hours in the Calendar Year and less than 25% of his Covered Hours during the Calendar Year are based on Seasonal Employment.

For the sole purpose of determining a Seasonal Employee's Years of Vesting Service under Appendix G.3, any Hours of Service credited to the Seasonal Employee under these provisions will also be considered Covered Hours based on Seasonal Employment.

The provisions of Article 20.37 regarding the crediting of Hours of Service because of disability absence do not apply in any Calendar Year in which the provisions of this Appendix G.8 apply.

For purposes of this Appendix G.8, a person is considered disabled if he is wholly prevented from engaging in any substantial gainful activity because of a medically determinable physical or mental impairment. A determination of disability under the Federal Social Security Act will be conclusive proof of disability.

G.9 Special Pre-ERISA Break in Service Rule.

To determine whether a Martinez Class Member has had a Pre-ERISA Break in Service, the following modifications to Regulation 6 of the 1975 Plan will be made:

- Change the 600 Covered Hours requirement to 450 Covered Hours.
- Change the two calendar year period to a three calendar year period.

These modifications will not be made unless one of the following two requirements is met:

- The Martinez Class Member completed at least one Covered Hour based on Seasonal Employment between the beginning of 1972 and the end of 1975.
- The Martinez Class Member was absent from Covered Employment during 1972-1975, that absence was excused under Regulation 6 of the 1975 Plan, the absence began before he incurred a Pre-ERISA Break in Service (determined independently of the modifications described above), and he was in Covered Employment that was Seasonal Employment just before the absence began.

A Participant may elect to have his Pre-ERISA Breaks in Service determined independently of this special rule.

G.10 Special Recent Coverage Rule.

In determining whether a Martinez Class Member has Recent Coverage for disability (see Article 13.2), substitute the requirement of 1,000 Covered Hours during a period of 60 consecutive calendar months for the requirement of 1,500 Covered Hours during a period of 60 consecutive calendar months. A Participant may elect to have his Recent Coverage under Article 13.2 tested independently of this special rule.

G.11 Special Prior Plan Past Service Credit Rule.

If eligibility for, or the amount of, any benefit depends on the application of the Special Pre-ERISA Break in Service Rule (Appendix G.9) or the Special Recent Coverage Rule (Appendix G.10), the Plan Member's Normal Retirement Benefit will be determined by multiplying the portion of his Prior Plan Service Credits that are Prior Plan Past Service Credits by \$1.20 instead of by the Benefit Factor from Table Seven.

APPENDIX H

**GRANDFATHER PROTECTIONS
FOR
RETIREMENT BENEFITS**

H.1 Purpose.

The purpose of this Appendix is to preserve for a person who was an Employee on December 31, 1975 (as that term was defined by the Plan in effect on that date) certain eligibility or benefit rights he then had. This Appendix applies to the person only if he does not die before 1987 and does not have a Pension Effective Date before 1987. For ease of reference, the person is called a Protected Employee in this Appendix, and the provisions of the Plan in effect on December 31, 1975 are referred to as the 1975 Plan.

H.2 Plan Participation.

A Protected Employee becomes an Active Participant on January 1, 1976. Thereafter, his status as a Plan Member is governed by the provisions of Article Two.

H.3 Special Vesting Rule No. 1.

A Protected Employee who does not become a Vested Participant before his Normal Retirement Date becomes a Vested Participant on his Normal Retirement Date if both of the following conditions are met:

- He is an Inactive Participant on his Normal Retirement Date.
- He does not incur a Forfeiture of Service before his Normal Retirement Date.

H.4 Special Vesting Rule No. 2.

Under this rule, the provisions of the 1975 Plan are assumed to have continued in effect after 1975 without change. If and when the Protected Employee meets all of the eligibility requirements of the 1975 Plan for an Age Retirement Benefit, he becomes a Vested Participant. Once the Protected Employee becomes a Vested Participant under this rule, any Forfeiture of Service he has had is ignored for all purposes.

This rule only applies if it allows the Protected Employee to become a Vested Participant earlier than he otherwise would. This rule does not apply if the Protected Employee has a “Break in Service” after 1975 under the provisions of the 1975 Plan before he meets all of the eligibility requirements of the 1975 Plan for an Age Retirement Benefit.

H.5 Special Vesting Rule No. 3.

For this rule to apply, the Protected Employee’s First Covered Hour must be before 1971. Under this rule, the provisions of the 1975 Plan are assumed to have continued in effect after 1975 without change. If and when the Protected Employee has a “Break in Service” after 1975 under the provisions of the 1975 Plan, he becomes a Partially Vested Participant provided he meets all of the eligibility requirements of the 1975 Plan for a Vested Retirement Benefit.

This rule only applies if it allows the Protected Employee to become a Partially Vested Participant before he becomes a Vested Participant. The Protected Employee loses his status as a Partially Vested Participant if and when he becomes a Vested Participant under the other provisions of the Plan (including Special Vesting Rule No. 1).

H.6 Special Vesting Rule No. 4.

If a Protected Employee on December 31, 1975 met all of the requirements of the 1975 Plan for a Vested Retirement Benefit except for the requirement that he have a Break in Service, he becomes a Partially Vested Participant on January 1, 1976.

This rule only applies if it allows the Protected Employee to become a Partially Vested Participant before he becomes a Vested Participant. These provisions are superseded if and when the Protected Employee meets the requirements of Special Vesting Rule No. 3 to become a Partially Vested Participant.

The Protected Employee loses his status as a Partially Vested Participant if and when he becomes a Vested Participant under the other provisions of the Plan (including Special Vesting Rule No. 1 or No. 2).

H.7 Partially Vested Participant.

A Partially Vested Participant will be treated as a Vested Participant for the following purposes only:

- Eligibility for an Age Retirement Benefit.
- Eligibility for a Disability Retirement Benefit but only if the Partially Vested Participant would be at least age 55 on his Disability Pension Effective Date.
- Eligibility for a Before Retirement Spouse Lifetime Pension.

For those purposes, any Forfeiture of Service the Partially Vested Participant has had is ignored.

The amount of each of these Benefits will be determined by multiplying the Partially Vested Participant's Normal Retirement Benefit by the following percentage:

- If Special Vesting Rule No. 3 applies, the percentage that would have been used to determine the Vested Retirement Benefit under the 1975 Plan.
- If Special Vesting Rule No. 4 applies, the percentage that would have been used to determine the Vested Retirement Benefit under the 1975 Plan if the Partially Vested Participant had had a Break in Service on December 31, 1975.

H.8 Earliest Retirement Date.

A Partially Vested Participant's Earliest Retirement Date is the later of:

- His 55th birthday, or
- The last day of the month in which he becomes a Partially Vested Participant.

H.9 Disability Retirement Benefits.

A special eligibility rule applies if on December 31, 1975, a Protected Employee met all the requirements for a Disability Retirement Benefit under the 1975 Plan except the requirement that he be receiving Disability Insurance Benefits under the Federal Social Security Act. The rule only applies if the Protected Employee does not have a Forfeiture of Service before his disability onset date.

If the rule applies, the Protected Employee will be treated as a Vested Participant on his disability onset date for the sole purpose of determining his eligibility for a Disability Retirement Benefit.

APPENDIX I

GRANDFATHER PROTECTIONS FOR SURVIVOR BENEFITS

I.1 Purpose.

This Appendix provides certain minimum Child Survivor Benefits and Spouse Survivor Benefits to eligible Surviving Children and eligible Surviving Spouses of Participants who die after 1986 and Pensioners whose Pension Effective Dates are after 1986.

The minimum benefits are those provided under the provisions of the Plan in effect as of December 31, 1979 (the “1979 Plan”) and in effect as of December 31, 1984 (the “1984 Plan”).

I.2 1979 Plan Child Survivor Benefit.

The minimum benefit protection described below is provided to the Surviving Children of a Plan Member if all of the following conditions are met:

- Child Survivor Benefits are payable to the Surviving Children because of the Plan Member’s death.
- The Plan Member is a Participant who dies after 1986 or a Pensioner whose Pension Effective Date is after 1986.
- Had the Plan Member died instead on December 31, 1979, he would have had a Surviving Child on that date and a Child Survivor Benefit would have been payable under the 1979 Plan on behalf of that Surviving Child.

The total monthly Child Survivor Benefit payable to the Plan Member’s Surviving Children cannot be less than the smaller of the following two amounts:

- The total monthly Child Survivor Benefit that would have been payable under the 1979 Plan had the Plan Member died on December 31, 1979.
- The total monthly Child Survivor Benefit that would have been payable under the 1984 Plan had the Plan Member died on December 31, 1984. For this purpose, it will be assumed that all of the eligibility requirements for a Child Survivor Benefit under the 1984 Plan were met on December 31, 1984 and that the Plan Member’s Five-Year Average Rate and Floor Rate on that date were both less than 21 cents.

I.3 1984 Plan Child Survivor Benefit.

The minimum benefit protection described below is provided to the Surviving Children of a Plan Member if all of the following conditions are met:

- Child Survivor Benefits are payable to the Surviving Children because of the Plan Member’s death.
- The Plan Member is a Participant who dies after 1986 or a Pensioner whose Pension Effective Date is after 1986.
- Had the Plan Member died instead on December 31, 1984, he would have had a Surviving Child on that date and a Child Survivor Benefit would have been payable under the 1984 Plan on behalf of that Surviving Child.

The total monthly Child Survivor Benefit payable to the Plan Member’s Surviving Children cannot be less than the total monthly Child Survivor Benefit that would have been payable under the 1984 Plan had the Plan Member died on December 31, 1984. For this purpose, it will be assumed that the Plan Member’s Five-Year Average Rate and Floor Rate on December 31, 1984 were both less than 21 cents.

I.4 1979 Plan Spouse Survivor Benefit.

The minimum benefit protection described below is provided to the Surviving Spouse of a Plan Member if all of the following conditions are met:

- Spouse Survivor Benefits are payable to the Surviving Spouse because of the Plan Member’s death.

- The Plan Member is a Participant who dies after 1986 or a Pensioner whose Pension Effective Date is after 1986.
- Had the Plan Member died instead on December 31, 1979, he would have had a Surviving Spouse on that date and a Spouse Survivor Benefit would have been payable under the 1979 Plan to that Surviving Spouse. For this purpose, it will be assumed that the Plan Member would have had no Surviving Children had he died on December 31, 1979.
- The person who is the Plan Member's Surviving Spouse was also married to the Plan Member on December 31, 1979.

The Spouse Survivor Benefit payable to the Surviving Spouse cannot be less than the smaller of the following two amounts:

- The Spouse Survivor Benefit that would have been payable under the 1979 Plan had the Plan Member died on December 31, 1979 leaving no Surviving Children.
- The Spouse Survivor Benefit that would have been payable under the 1984 Plan had the Plan Member died on December 31, 1984. For this purpose, it will be assumed that all of the eligibility requirements for a Spouse Survivor Benefit under the 1984 Plan were met on December 31, 1984 and that the Plan Member's Five-Year Average Rate and Floor Rate on that date were both less than 21 cents.

I.5 1984 Plan Spouse Survivor Benefit.

The minimum benefit protection described below is provided to the Survivor Spouse of a Plan Member if all of the following conditions are met:

- Spouse Survivor Benefits are payable to the Surviving Spouse because of the Plan Member's death.
- The Plan Member is a Participant who dies after 1986 or a Pensioner whose Pension Effective Date is after 1986.
- Had the Plan Member died instead on December 31, 1984, he would have had a Surviving Spouse on that date and a Spouse Survivor Benefit would have been payable under the 1984 Plan to that Surviving Spouse. For this purpose, it will be assumed that the Plan Member would have had no Surviving Children had he died on December 31, 1984.
- The person who is the Plan Member's Surviving Spouse was also married to the Plan Member on December 31, 1984.

The Spouse Survivor Benefit payable to the Surviving Spouse cannot be less than the Spouse Survivor Benefit that would have been payable under the 1984 Plan had the Plan Member died on December 31, 1984 with a Five-Year Average Rate and a Floor Rate of less than 21 cents and with no Surviving Children.

I.6 Surviving Spouse.

The definition of Surviving Spouse in effect when the Plan Member dies (or on his Pension Effective Date, if earlier) will be used when applying the provisions of this Appendix rather than the 1979 Plan definition or the 1984 Plan definition.

APPENDIX J

1979 PLAN BEFORE RETIREMENT SPOUSE BENEFIT OPTION

J.1 Purpose.

Under the Plan in effect as of December 31, 1979 (the "1979 Plan"), certain Plan Members had the right before 1980 to elect a Pre-Retirement Benefit to Spouse Option. For ease of reference, that Option is referred to here as the 1979 Before Retirement Spouse Benefit Option.

This Appendix sets out the rules and procedures that apply if a Plan Member elected the 1979 Before Retirement Spouse Benefit Option before January 1, 1980 and did not revoke that election before July 1, 1980.

J.2 Spouse Benefit Provided Under Option.

The Surviving Spouse of a Vested Participant is eligible for a Special Before Retirement Spouse Lifetime Pension if both of the following conditions are met:

- The Participant dies after 1986 and before his Pension Effective Date.
- The 1979 Before Retirement Spouse Benefit Option is in effect when the Vested Participant dies. Whether and when the Option became effective will be determined under the provisions of the Plan in effect as of December 31, 1986. Whether the Option is still in effect when the Vested Participant dies is determined under the provisions of Appendix J.4.

The Special Before Retirement Spouse Lifetime Pension is payable instead of the Before Retirement Spouse Lifetime Pension provided under Article 11.2. The Pension is payable from the beginning of the month following the Participant's death and provides monthly payments for the life of the Participant's Surviving Spouse.

The amount of the monthly payment is determined as follows:

- First, determine the Option Charge by multiplying the Participant's Normal Retirement Benefit by the Option Charge Factor from Table Fifteen.
- Second, reduce the Participant's Normal Retirement Benefit by the amount of the Option Charge from the first step.
- Third, multiply the amount from the second step by the Participant's Retirement Factor from the appropriate Retirement Table (see Article 13.9).
- Fourth, multiply the amount from the third step by the Special Spouse Pension Factor from Table Fifteen.
- Fifth, take 66-2/3% of the amount from the fourth step.

J.3 Charge for Option Protection.

If a Plan Member elected the 1979 Before Retirement Spouse Benefit Option before January 1, 1980 and did not revoke his election before July 1, 1980, his Normal Retirement Benefit will be reduced by an Option Charge. The amount of the Option Charge is determined by multiplying the Plan Member's Normal Retirement Benefit by his Option Charge Factor from Table Fifteen.

The Option Charge is determined and subtracted from the Plan Member's Normal Retirement Benefit on the Plan Member's Pension Effective Date or his date of death if he dies before he becomes a Pensioner. The Option Charge is subtracted as the first step in determining the amount of any benefit payable to the Plan Member or because of the Plan Member's death.

J.4 Revocation of Option Election.

A Plan Member may revoke his election of the 1979 Before Retirement Spouse Benefit Option at any time. However, the revocation will not be effective unless both of the following requirements are met:

- The Plan Member's election must comply with the general election procedures in Article 15.7.

- If the revocation is received by the Trustees after December 31, 1986, the person the Plan Member was married to when the Option took effect must consent to the revocation. To be effective, the consent must acknowledge the effect of the consent, it must be witnessed by an authorized employee of a Trust Administrative Office or by a notary public, and it must comply with the general election procedures in Article 15.7. Once given, the consent is irrevocable.

Once the Plan Member's election of the Option is revoked, the election cannot thereafter be reinstated nor can a new election of the Option be made.

If the Plan Member's revocation and any required consent to that revocation are both received by the Trustees before the Plan Member's Normal Retirement Date and after June 30, 1980, the revocation will take effect two years after both are received but no later than the Plan Member's Normal Retirement Date.

If the Plan Member's revocation or any required consent to that revocation is received by the Trustees before July 1, 1980 or on or after the Plan Member's Normal Retirement Date, the revocation will take effect on the later of January 1, 1980 or the date on which both the revocation and any required consent have been received by the Trustees.

The Plan Member's election of the Option is automatically revoked, effective immediately, if the person to whom the Plan Member was married when the Option took effect predeceases the Plan Member or if their marriage otherwise ends before the Plan Member's death.

APPENDIX K

SPECIAL VESTING RULES

K.1 Purpose.

The purpose of this Appendix is to set out special vesting rules that apply to a Participant who earns any Covered Hours after 1988 for work with any of the Employers listed below that is covered by a Pension Agreement which is not a collective bargaining agreement:

- Any Union.
- Any Western Region Joint Council or any other subordinate body of the International Brotherhood of Teamsters that is located in the 13 western states and primarily services one or more Western Region Unions or their members.
- Any administrative agency serving the Trustees.
- The Trust Fund.

For ease of reference, these Covered Hours (even if worked before 1989) are called Special Vesting Hours in this Appendix.

These special vesting rules have been adopted by the Trustees solely because they are required by the Tax Reform Act of 1986.

K.2 Specially Vested Participant.

A Participant becomes a Specially Vested Participant when he earns five Years of Special Vesting Service or, if later, the first day after 1988 on which he earns a Special Vesting Hour.

K.3 Year of Special Vesting Service.

A Participant earns a Year of Special Vesting Service for each Calendar Year in which he completes at least 500 Special Vesting Hours.

K.4 Forfeiture of Service.

If a Participant has a Forfeiture of Service under Article 3.4, all of his Special Vesting Hours and Years of Special Vesting Service before the Forfeiture of Service will be disregarded for all purposes. Any Pre-ERISA Break in Service will be given the same effect as a Forfeiture of Service.

Once a Participant becomes a Specially Vested Participant, he cannot have a Forfeiture of Service under Article 3.4.

K.5 Eligibility for Benefits.

A Specially Vested Participant who is not a Vested Participant under Article 3.1 will be treated as if he were a Vested Participant but only for the following purposes:

- Eligibility for an Age Retirement Benefit, except that the Participant's Pension Effective Date cannot be before his Normal Retirement Date (see Article 20.46).
- Eligibility for a Before Retirement Spouse Lifetime Pension, except that the Spouse Pension Effective Date cannot be before the Participant's Normal Retirement Date.
- Eligibility for an After Retirement Spouse Lifetime Pension.
- Eligibility for a Lump Sum Death Benefit, but only if the Specially Vested Participant dies on or after his Normal Retirement Date.

APPENDIX L

DEATH AND SURVIVOR BENEFITS FOR CERTAIN PENSIONERS

L.1 Purpose.

The purpose of this Appendix is to describe the conditions under which Lump Sum Death Benefits and Survivor Benefits are payable because of the death of a Pensioner after December 31, 1991, and the rules for determining the amount of those benefits.

L.2 Protected Pensioner.

For purposes of this Appendix, a Protected Pensioner is a Pensioner who dies after December 31, 1991 and meets any one of the following sets of conditions:

- He attains age 62 on or before January 1, 1992.
- His Pension Effective Date is before January 1, 1992.
- His Pension Effective Date is January 1, 1992 and he either does not meet the applicable Contributory Service Requirement in Table Six by that date or elects to be treated as if he had not met the applicable Contributory Service Requirement according to procedures established by the Trustees.
- He becomes a Disability Pensioner after 1991, his disability onset date is before 1992, and he either does not meet the applicable Contributory Service Requirement in Table Six by his Pension Effective Date or he elects to be treated as if he had not met the applicable Contributory Service Requirement according to procedures established by the Trustees.

L.3 After Retirement Lump Sum Death Benefits.

When a Protected Pensioner dies, a Special After Retirement Lump Sum Death Benefit is payable to his Beneficiary (see Article 17.6) equal to 12 times the monthly amount payable under the Life Only Pension. The Special Lump Sum Death Benefit cannot exceed \$10,000.

If a Protected Pensioner effectively elects to have his form of Pension payment modified to include the Optional After Retirement Lump Sum Death Benefit (see Article 12.3), the following rules apply:

- The Special After Retirement Lump Sum Death Benefit described above is not payable to his Beneficiary.
- His reduced Age or Disability Retirement Benefit will be calculated as follows:
 - Determine the amount by which his Age or Disability Retirement Benefit exceeds \$833.00.
 - Multiply that excess amount by the percentage derived from Table Thirteen.
 - Increase the result by \$833.00.

An otherwise eligible Protected Pensioner whose Age or Disability Retirement Benefit does not exceed \$833.00 cannot elect the Optional After Retirement Lump Sum Death Benefit.

The requirement of spousal consent to a Plan Member's beneficiary designation (see Article 17.6) does not apply to the Special After Retirement Lump Sum Death Benefit if any of the following conditions is met:

- The Protected Pensioner's Retirement Benefit is payable as an Employee and Spouse Pension or an Employee and Spouse Pension with Benefit Adjustment Option.
- The Protected Pensioner does not have Recent Coverage at retirement (see Article 13.1).
- The Protected Pensioner's Pension Effective Date is before 1992.

L.4 Spouse Survivor Benefits.

If a Protected Pensioner dies leaving a Surviving Spouse, Spouse Survivor Benefits are payable if all of the following conditions are met:

- The Pensioner dies before his Normal Retirement Date.
- His Surviving Spouse is under age 62.
- The Pensioner completed at least 3,000 Covered Hours between his First Covered Hour and his death.
- The Pensioner had Recent Coverage at retirement (see Article 13.1).
- His Pension Effective Date is before 1992.

Spouse Survivor Benefits are payable monthly from the first day of the month in which all of the following conditions are met:

- The Surviving Spouse is under age 62 at the beginning of the month.
- No Child Survivor Benefit is payable for that month to or on behalf of any of the Pensioner's Surviving Children.
- The month begins after the Pensioner's death.

Payment of the Benefit ends with the month beginning just before the Surviving Spouse reaches age 62 or with the month in which she dies, if she dies before age 62.

The Spouse Survivor Benefit Table below is used to calculate the amount of the monthly Spouse Survivor Benefit. The amount is based on the Pensioner's Survivor Benefit Rate (see Article 12.5) on his Pension Effective Date.

SPOUSE SURVIVOR BENEFIT TABLE

Survivor Benefit Rate	Total Monthly Spouse Survivor Benefit
(in dollars)	
\$.21 or less	\$ 0.00
.28	62.50
.35	76.875
.42	91.250
.49	105.625
.56	120.000
.63	134.375
.70	148.750
.77	163.125
.84	177.500
.91 or more	191.875

The Spouse Survivor Benefit for a Rate not shown is determined by straight-line interpolation.

See Appendix I and Appendix L.5 for special rules that may apply.

L.5 Limitations Applicable to Certain Pensioners.

The Spouse Survivor Benefit Table in Appendix L.4 only applies to a Protected Pensioner who was an Active Participant on January 1, 1987 or who attains or regains Active Participant status after January 1, 1987.

If a Protected Pensioner was not an Active Participant on January 1, 1987 and does not attain or regain Active Participant status after January 1, 1987, the amount of any Spouse Survivor Benefit payable because of his death is determined under the provisions of the Plan in effect as of December 31, 1986.

APPENDIX M

RESTORATION OF CERTAIN COVERED HOURS FORFEITED UNDER PRE-ERISA BREAK IN SERVICE RULES

M.1 Purpose.

Under the provisions of Article 3.5, if a Plan Member had a Pre-ERISA Break in Service, all of his Hours of Service and employment (including Covered Employment, Past Employment, Hours of Noncovered Employment and any other employment in any capacity) before the Pre-ERISA Break in Service, and any Employer Contributions based on that employment, are disregarded for all purposes. All benefits directly or indirectly attributable to that employment are permanently forfeited. The purpose of this Appendix is to define the circumstances under which a Plan Member qualifies for limited restoration of his Covered Hours forfeited because of a Pre-ERISA Break in Service and to what extent those Covered Hours will be recognized under the terms of the Plan.

M.2 Eligibility.

To qualify for limited restoration of Covered Hours forfeited because of Pre-ERISA Breaks in Service, a Plan Member must meet all of the following conditions:

- The Plan Member must have had one or more Pre-ERISA Breaks in Service as defined in Article 20.59.
- The Plan Member must not have had any Forfeitures of Service after December 31, 1975 under Article 3.4.
- The Plan Member must have become a Vested Participant on or before December 31, 2003 by virtue of having satisfied the provisions of Article 3.1. A Plan Member who qualifies as a Protected Employee and is a Vested Participant or Partially Vested Participant under the provisions of Appendix H does not qualify.
- The Plan Member's Pension Effective Date must be:
 - After December 31, 1998 if he was a Vested Participant on December 31, 1998.
 - After December 31, 2003 in all other cases.
- The Plan Member forever gives up any Cash Termination Benefit or Vested Retirement Benefit he could otherwise receive because of any Pre-ERISA Break in Service.
- He makes satisfactory arrangements for the repayment of those Benefits to the Trust, with interest, to the extent he has already received them.

M.3 Restoration of Covered Hours.

If a Vested Participant satisfies all of the eligibility requirements of Appendix M.2, all of the Covered Hours that he completed before his Pre-ERISA Breaks in Service will qualify as Restored Covered Hours. The extent to which Restored Covered Hours are recognized as Covered Hours under the Plan are set forth in Appendix M.4.

M.4 Recognition of Restored Covered Hours.

Restored Covered Hours will be recognized as Covered Hours for the following purposes only and no other:

- To determine the number of the Vested Participant's Prior Plan Future Service Credits under Article 6.4, subject to the maximum of 33-1/3 Prior Plan Service Credits.
- To determine the number of Years of Restored Contributory Service (see Appendix M.6) the Vested Participant completed before his last Pre-ERISA Breaks in Service.

Without limitation, Restored Covered Hours do not count as Hours of Service or Covered Hours in determining a Participant's Years of Vesting Service or 500 Covered Hour Years.

M.5 Recognition of Employer Contributions Payable on Restored Covered Hours.

Employer Contributions that were payable to the Trust Fund on account of a Vested Participant's Restored Covered Hours will be recognized as Employer Contributions for the following purposes and no other:

- If the participant has no Covered Hours before January 1, 1992 (other than Restored Covered Hours), his Restored Covered Hours and the Employer Contributions payable on those Restored Covered Hours will be used to calculate the Participant's Five-Year Average Rate pursuant to the provisions of the first paragraph of Article 6.2. No other Covered Hours or Employer Contributions will be used in the calculation. The Participant's Five-Year Average Benefit will be calculated according to the rules of the first paragraph of Article 6.1 and the rules of Article 6.4. The remaining provisions of Articles 6.1 and 6.2 and all of the provisions of Article 6.3 and Articles 6.5 through 6.7 are disregarded.
- If the Vested Participant dies before his Pension Effective Date, the Employer Contributions payable on account of his Restored Covered Hours will be used to calculate the amount of his Pre-Retirement Lump Sum Death Benefit under Article 12.1.

The following rules apply for purposes of calculating a Vested Participant's Five-Year Average Rate pursuant to the provisions of the preceding paragraph:

- If the Participant has less than five 500 Covered Hour Years before 1992, his Five-Year Average Rate equals his Special Floor Rate.
- The Participant's Five-Year Average Rate can never be less than his Special Floor Rate.
- The Participant's Special Floor Rate is determined by dividing his total Employer Contributions payable on his Restored Covered Hours by the number of his Restored Covered Hours.

M.6 Years of Restored Contributory Service.

A Vested Participant earns one Year of Restored Contributory Service for each Calendar Year ending on or before his last Pre-ERISA Break in Service during which he completed at least 500 Restored Covered Hours.

If the Vested Participant is a Seasonal Employee subject to the provisions of Appendix G, then he earns one Year of Restored Contributory Service for each Calendar Year ending on or before his last Pre-ERISA Break in Service during which he meets either of the following requirements:

- He completes at least 500 Restored Covered Hours during the Calendar Year.
- He completes at least 250 Restored Covered Hours based on Seasonal Employment during the Calendar Year.

A Vested Participant's Years of Restored Contributory Service count as Years of Contributory Service for all purposes under the Plan. They also count as Years of Service for purposes of Article 5.3 and Appendix B.6, provided that a Vested Participant cannot qualify for more than one Year of Service in a year in which he earns both a Year of Restored Contributory Service and a Year of Service based on Past Employment or Intermediate Employment. A Vested Participant's Years of Restored Contributory Service do not count as 500 Covered Hour Years or Years of Vesting Service for any purpose.

M.7 Limitations.

Nothing in this Appendix shall be construed as relieving a Plan Member of any of the consequences of a Pre-ERISA Break in Service otherwise provided for in the Plan. In particular, and without limitation, except to the extent expressly provided for in Appendix M.4, M.5 and M.6, a Vested Participant who qualifies under this Appendix for limited restoration of the Covered Hours he forfeited because of a Pre-ERISA Break in Service shall still be considered to have had such Pre-ERISA Break in Service for all purposes under the Plan. For example, recognition of a Vested Participant's Restored Covered Hours shall not modify in any respect the Vested Participant's First Covered Hour under the Plan as defined in Article 20.30, and shall not modify the Vested Participant's eligibility for, or increase or decrease the amount of any Past Employment he qualifies for under Article Seven without regard to this Appendix.

APPENDIX N

PAYMENT OF EXTRA CHECKS TO PRE-1985 RETIREES AND THEIR SURVIVORS

N.1 Purpose.

Since 1985 the Trustees have provided Pre-1985 retirees and their surviving beneficiaries with an additional annual check (the "Extra Check"). Pursuant to these ad hoc Plan amendments, an Extra Check was paid to eligible retirees and eligible survivors in March of 1985, in December from 1986 through 1994, and in the first quarter of every year from 1996 through 2010. The purpose of this Appendix is to consolidate and restate the terms of these ad hoc Plan amendments in one place and to set forth the amount, terms and conditions of payment for future Extra Checks and the definition of the eligible class of Extra Check recipients.

N.2 Eligible Class of Extra Check Recipients.

The overall class of eligible recipients of Extra Checks is comprised of:

- Any individual who retired under the Plan (or under an Eligible Merged Plan) with a Pension Effective Date before January 1, 1985.
- Any Spouse or Surviving Spouse who is entitled to receive a monthly benefit payment under the Plan on account of the death of an individual who retired under the Plan (or under an Eligible Merged Plan) with a Pension Effective Date before January 1, 1985.
- Any Surviving Spouse who is entitled to receive a monthly benefit payment under the Plan on account of the death of an individual who died before January 1, 1985 and before retiring under the Plan (and before retiring under an Eligible Merged Plan).
- Any Surviving Child who is entitled to receive a monthly benefit payment under the Plan on account of the death of an individual who retired under the Plan (or under an Eligible Merged Plan) with a Pension Effective Date before January 1, 1985, or on account of the death of an individual who died before January 1, 1985 and before retiring under the Plan (and before retiring under an Eligible Merged Plan), but only if no Spouse or Surviving Spouse is then entitled to receive monthly benefit payments under the Plan on account of the death of such individual.

An individual within the eligible class of recipients is only entitled to receive an Extra Check payment for a particular year if that individual is alive and receiving a monthly benefit under the Plan on the Payment Entitlement Date established for that payment. From 1985 through 2010, the Trustees have set the Payment Entitlement Date as the first day of a month that is from one to two months before the payment month of the Extra Check. The Payment Entitlement Date for 2011 and thereafter shall be the first day of the year that includes the payment month.

N.3 Amount of Extra Checks.

Starting with 2011 and each year thereafter, the Extra Check amount for eligible retirees will be \$540; for eligible survivors, the Extra Check amount will be \$450. The payment month for the 2011 Extra Check shall be April 2011; for each year after 2011, the payment month shall be February of that year.

The following table sets forth the Extra Check amounts payable from 1985 through 2010 and the payment months for those Extra Checks.

**EXTRA CHECK AMOUNTS FOR
PRE-1985 RETIREES**

Extra Check Payment Month	Pension Effective Date		
	Before 1975	1975 - 1979	1980 - 1984
03-1985	\$285	\$285	\$285
12-1986	\$200	\$200	\$200
12-1987	\$200	\$200	\$200
12-1988	\$195	\$195	\$195
12-1989	\$200	\$175	\$120
12-1990	\$325	\$280	\$200
12-1991	\$335	\$290	\$210
12-1992	\$335	\$295	\$280
12-1993	\$345	\$305	\$290
12-1994	\$350	\$315	\$300
03-1996	\$350	\$315	\$300
02-1997	\$400	\$400	\$400
02-1998	\$600	\$600	\$600
02-1999	\$600	\$600	\$600
03-2000	\$1,100	\$1,100	\$1,100
01-2001	\$1,100	\$1,100	\$1,100
02-2002	\$1,100	\$1,100	\$1,100
02-2003	\$600	\$600	\$600
02-2004	\$600	\$600	\$600
02-2005	\$600	\$600	\$600
02-2006	\$540	\$540	\$540
02-2007	\$540	\$540	\$540
02-2008	\$540	\$540	\$540
02-2009	\$540	\$540	\$540
02-2010	\$540	\$540	\$540

**EXTRA CHECK AMOUNT FOR
SURVIVORS OF PRE-1985 RETIREES**

Extra Check Payment Month	Pension Effective Date		
	Before 1975	1975 - 1979	1980 - 1984
03-1985	\$142.50	\$142.50	\$142.50
12-1986	\$100	\$100	\$100
12-1987	\$100	\$100	\$100
12-1988	\$97.50	\$97.50	\$97.50
12-1989	\$100	\$87.50	\$60
12-1990	\$162.50	\$140	\$100
12-1991	\$167.50	\$145	\$105
12-1992	\$167.50	\$147.50	\$140
12-1993	\$172.50	\$152.50	\$145
12-1994	\$175	\$157.50	\$150
03-1996	\$175	\$157.50	\$150
02-1997	\$200	\$200	\$200
02-1998	\$300	\$300	\$300
02-1999	\$300	\$300	\$300
03-2000	\$550	\$550	\$550
01-2001	\$550	\$550	\$550
02-2002	\$550	\$550	\$550
02-2003	\$500	\$500	\$500
02-2004	\$500	\$500	\$500
02-2005	\$500	\$500	\$500
02-2006	\$450	\$450	\$450
02-2007	\$450	\$450	\$450
02-2008	\$450	\$450	\$450
02-2009	\$450	\$450	\$450
02-2010	\$450	\$450	\$450

In some cases in past years, the amount of the Extra Check payable to a person in the class of eligible recipients depended on the Pension Effective Date of that person or the Pension Effective Date of the deceased individual on whom the person depended for inclusion in the class of eligible recipients. If a person's inclusion in the class of eligible recipients depended on an individual who died before retiring under the Plan, the date of death of that individual rather than his Pension Effective Date was used to determine the amount of the Extra Check payable to the person for that year.

The amount of the Extra Check payable to or on behalf of a Surviving Child is determined by taking the amount determined from the Survivors of Pre-1985 Retirees table above and dividing it equally among that Surviving Child and any other surviving children who are then receiving monthly benefit payments from the Plan on account of the death of the same individual.

N.4 Merged Plans.

For purposes of this Appendix N:

- An Eligible Merged Plan is any plan that merged into the Plan on or before January 1, 1996.
- The term "entitled to receive a monthly benefit payment under the Plan" includes entitlement to receive monthly benefit payments under the terms of an Eligible Merged Plan.
- The term "receiving a monthly benefit under the Plan" includes the receipt of a monthly benefit under the terms of an Eligible Merged Plan but only if that monthly benefit is for a month beginning on or after the date the Eligible Merged Plan merged into the Plan.
- No person who is receiving a benefit under the terms of a merged plan that is not an Eligible Merged Plan shall be entitled to receive an Extra Check unless that person meets the requirements of Appendix N.2 without regard to such benefit.

