

PENSION PLAN OF LOCAL UNION 786
BUILDING MATERIAL PENSION FUND
(Amended and Restated as
of September 1, 2023)

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS.....	2
Section 1.1. Actuarial Equivalent	2
Section 1.2. Actuarial Present Value.	2
Section 1.3. Annuity Starting Date.	3
Section 1.4. Applicable Age	3
Section 1.5. Beneficiary.....	4
Section 1.6. Code.	4
Section 1.7. Collective Bargaining Agreement.....	4
Section 1.8. Contributing Employer or Employer.	4
Section 1.9. Contribution Date.....	5
Section 1.10. Contribution Period.....	5
Section 1.11. Continuous Employment.	5
Section 1.12. Covered Employment.	5
Section 1.13. Employee.	5
Section 1.14. Employer Contribution.	6
Section 1.15. ERISA.....	6
Section 1.16. Five Percent Owner.....	7
Section 1.17. 415 Compensation.	7
Section 1.18. Highly Compensated Employee.	8
Section 1.19. Limitation Year.....	8
Section 1.20. Normal Retirement Age.....	8
Section 1.21. One-Year Break in Service.	9
Section 1.22. Participant.	9
Section 1.23. Pension Credits.	9
Section 1.24. Pension Fund or Trust Fund or Fund.	9
Section 1.25. Pension Plan or Plan.	9
Section 1.26. Pensioner.....	9
Section 1.27. Plan Credit Year.....	9
Section 1.28. Plan Year.....	9
Section 1.29. QDRO.	9
Section 1.30. Required Beginning Date.....	10

Section 1.31.	Spouse.	10
Section 1.32.	Total and Permanent Disability	10
Section 1.33.	Trust Agreement.	10
Section 1.34.	Trustees.	10
Section 1.35.	Union.....	10
Section 1.36.	Week of Work.	10
Section 1.37.	Work.	11
ARTICLE 2 PARTICIPATION.....		12
Section 2.1.	Purpose.....	12
Section 2.2.	Participation.	12
Section 2.3.	Termination of Participation.	12
Section 2.4.	Reinstatement of Participation.	12
ARTICLE 3 PENSION ELIGIBILITY AND AMOUNTS		14
Section 3.1.	General.	14
Section 3.2.	Regular Pension - Eligibility.....	14
Section 3.3.	Regular Pension - Amount.....	14
Section 3.4.	Early Retirement Pension-Eligibility.....	16
Section 3.5.	Early Retirement Pension - Amount.	17
Section 3.6.	Special 30 and Out Pension - Eligibility.....	17
Section 3.7.	Special 30 and Out Pension - Amount.	17
Section 3.8.	Deferred Pension-Eligibility.	17
Section 3.9.	Deferred Pension - Amount.	17
Section 3.10.	Disability Pension-Eligibility.....	19
Section 3.11.	Disability Pension - Amount.....	20
Section 3.12.	Reserved.....	20
Section 3.13.	Medical Examination and Re-Examination.	20
Section 3.14.	Waiting Period.	20
Section 3.15.	Earnings by a Disability Pensioner.	20
Section 3.16.	Cessation of Total and Permanent Disability.....	20
Section 3.17.	Attainment of Age 62 by a Disability Pensioner.	21
Section 3.18.	Retroactive Payment of Disability Benefit.	21
Section 3.19.	Rounding of Pension Amounts.	21
Section 3.20.	Non-Duplication of Pensions.	21

Section 3.21.	Non-Duplication with Welfare Fund Disability Benefits.	21
Section 3.22.	Application of Benefit Increases.	21
Section 3.23.	Death Benefits prior to Retirement.	22
Section 3.24.	Death Benefits after Retirement.	23
Section 3.25.	Death Benefits for Dependent Children.	24
Section 3.26.	Special Benefit at or after Normal Retirement Age.	25
Section 3.27.	Optional Forms of Payment.	25
Section 3.28.	Temporary Supplemental Retirement Lump Sum Benefit.	28
ARTICLE 4 RECIPROCAL PENSIONS		31
Section 4.1.	Application.	31
Section 4.2.	Reserved.	31
Section 4.3.	Definitions.	31
Section 4.4.	Reciprocal Pension As Benefit Subsidy.	32
Section 4.5.	Recognition of Related Plans and Related Service Credit.	33
Section 4.6.	Eligibility for Reciprocal Pension Benefits.	34
Section 4.7.	Determination of Amount of Reciprocal Pension Benefits.	36
ARTICLE 5 PENSION CREDITS AND YEARS OF VESTING SERVICE		38
Section 5.1.	Purpose.	38
Section 5.2.	Pension Credits.	38
Section 5.3.	Years of Vesting Service.	40
Section 5.4.	Breaks in Service.	41
Section 5.5.	Grace Periods.	42
ARTICLE 6 SPOUSAL PENSIONS AND PRE-RETIREMENT SURVIVING SPOUSE ANNUITY		45
Section 6.1.	General.	45
Section 6.2.	Spousal Pension at Retirement.	45
Section 6.3.	Pre-Retirement Surviving Spouse Annuity.	47
Section 6.4.	Single Life Annuity.	48
Section 6.5.	Relation to QDRO.	48
Section 6.6.	Trustees' Reliance.	49
Section 6.7.	Benefit Adjustments if Payment of Preretirement Surviving Spouse Annuity Postponed.	49
Section 6.8.	Designation of Beneficiary.	49

Section 6.9.	Missing Participants and Beneficiaries	49
ARTICLE 7 APPLICATIONS, BENEFIT PAYMENTS, RETIREMENT AND BENEFIT SUSPENSIONS		51
Section 7.1.	Applications and Claims.	51
Section 7.2.	Information and Proof.....	51
Section 7.3.	Action of Trustees.....	51
Section 7.4.	Successor.....	52
Section 7.5.	Reserved.....	52
Section 7.6.	Benefit Payments Generally.	52
Section 7.7.	Minimum Distribution Requirements.	53
Section 7.8.	Retirement.....	62
Section 7.9.	Suspension of Benefits.....	62
Section 7.10.	Benefit Payments Following Suspension.....	65
Section 7.11.	Vested Status or Nonforfeitability.	66
Section 7.12.	Incompetence or Incapacity of a Pensioner or Beneficiary.	67
Section 7.13.	Non-Assignment of Benefits.....	67
Section 7.14.	Small Benefit Cashouts.....	68
Section 7.15.	No Right to Assets.	68
Section 7.16.	HEART Act	68
ARTICLE 8 MISCELLANEOUS		70
Section 8.1.	Non-Reversion.	70
Section 8.2.	Limitation of Liability.....	70
Section 8.3.	New Employers.....	70
Section 8.4.	Terminated Employer.	71
Section 8.5.	Mergers and Consolidations.	71
Section 8.6.	Gender.....	72
Section 8.7.	Governing Law and Venue.	72
Section 8.8.	Amendment.....	72
Section 8.9.	Termination.....	73
Section 8.10.	Manner of Distribution	74
Section 8.11.	Overpayments	75
Section 8.12.	Residual Amounts	78
Section 8.13.	Non-Bargained Employees	78

ARTICLE 9 CODE SECTION 415 MAXIMUM LIMITS.....	80
Section 9.1. Annual Benefit.....	80
Section 9.2. Definitions.....	80
Section 9.3. Other rules.....	85
ARTICLE 10 TOP-HEAVY PROVISIONS	87
Section 10.1. Application.....	87
Section 10.2. Purpose and Effect.....	88
Section 10.3. Top-Heavy Plan.	88
Section 10.4. Aggregation of Plans.....	89
Section 10.5. Minimum Vesting.....	89
Section 10.6. Minimum Benefit.....	90
Section 10.7. Coordination of Benefits.....	90
ARTICLE 11 ROLLOVERS	91
Section 11.1. Rollovers.....	91
Section 11.2. Definitions.....	91
Section 11.3. Rollovers from Other Plans	92
Section 11.4. Direct Rollover of Non-Spousal Distribution.....	92
ARTICLE 12 TEMPORARY SUPPLEMENT.....	93
Section 12.1. Temporary Supplemental Benefit – Eligibility.....	93
Section 12.2. Temporary Supplemental Benefit - Amount and Duration.....	93

**PENSION PLAN OF LOCAL UNION 786
BUILDING MATERIAL PENSION FUND**

The Plan was established in 1961. The Plan has subsequently been amended from time to time. This Pension Plan and the Trust Fund under which it is maintained are intended to meet the requirements of Sections 401(a) and 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") and the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

In accordance with the terms of the Plan and the Trust Agreement, the Board of Trustees now wishes to amend and restate the Plan, in its entirety.

Therefore, the Trustees, in accordance with the provisions of the Plan pertaining to amendments thereof, hereby amend and restate the Plan in its entirety in the form attached hereto effective September 1, 2023, except as otherwise specifically provided herein. In general, the terms of this Plan as amended and restated herein shall apply to any Participant who completes at least one hour of Work on or after September 1, 2023.

For any Employee who does not meet the requirements of the preceding paragraph, the terms of the Plan as in effect at the time he last worked in Covered Employment generally shall govern that Employee's right to a pension and the conditions under which a pension is payable, except to the extent that this restatement or a subsequent Plan amendment is applicable to such Employee.

ARTICLE 1

DEFINITIONS

Section 1.1. Actuarial Equivalent

“Actuarial Equivalent” shall mean having or that which has equal actuarial value based upon consistently applied reasonable actuarial methods adopted from time to time by the Trustees and the following actuarial assumptions:

- (a) Mortality - the applicable mortality table within the meaning of Code Section 417(e)(3)(B), as initially described in Revenue Ruling 2007-67.
- (b) Interest - the rate of interest determined by applicable interest rate described by Code Section 417(e). Specifically, the applicable interest rate shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Code Section 430(h)(2)(C) for the second full calendar month (the “look-back month”) preceding the first day of the stability period (as described below) that contains the Annuity Starting Date for the distribution. For this purpose, the first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code Section 430(h)(2)(C) if Code Section 430(h)(2)(D) were applied by substituting the average yields for the month described in the preceding paragraph for the average yields for the 24-month period described in such section.

The period for which the applicable interest rate remains constant (i.e., the “stability period”) is hereby designated as one Plan Credit Year.

In the event this Section is amended, the Actuarial Equivalent of a Participant’s Pension on or after the date of change shall be determined as the greater of (1) the Actuarial Equivalent of the Pension as of the date of change computed on the old basis, or (2) the Actuarial Equivalent of the total Pension computed on the new basis.

Section 1.2. Actuarial Present Value.

- (a) For lump sum payments, the “Actuarial Present Value” of a benefit shall be determined using the Actuarial Equivalent as specified in Section 1.1.
- (b) For converting the normal form of benefit to all forms and for calculations for QDROs, unless otherwise specified in the Plan, the “Actuarial Present Value” of a benefit shall be determined using the interest rate of 7% and the mortality assumptions shall be based on the 1971 Group Annuity Mortality Table assuming 100% male for a Participant and 100% female for a Participant’s Spouse or former Spouse.

Section 1.3. Annuity Starting Date.

- (a) The “Annuity Starting Date” or “Effective Date,” is the date as of which benefits are calculated and paid under the Plan and shall be the first day of the first month coincident with or next following the later of:
 - (1) the first day of the month following submission by the Participant of a completed application for benefits, or
 - (2) 30 days after the Plan advises the Participant of the available benefit payment options.

The Annuity Starting Date may occur and benefits may begin before the end of the 30-day period, provided:

- (A) the benefit is being paid as a Spousal Pension at or after the Participant’s Normal Retirement Age,
 - (B) the Participant’s benefit was previously being paid because of an election after the Normal Retirement Age,
 - (C) the benefit is being paid out as a lump sum under the provisions of the Plan, or
 - (D) the Participant and Spouse waive the 30-day period in writing in favor of a seven-day period after the written explanation of the forms of payment is provided.
- (b) The Annuity Starting Date will not be later than provided for in accordance with the terms of Section 7.7.
- (c) The Annuity Starting Date for a Beneficiary or alternate payee under a QDRO will be determined as stated in Subsections (a) and (b) above, except that references to the Spousal Pension do not apply.

Section 1.4. Applicable Age

- (a) For Participants who attain age 72 prior to January 1, 2024, Applicable Age is 72.
- (b) For Participants who attain age 72 after December 31, 2023, and before January 1, 2033, Applicable Age is 73.
- (c) For Participants who attain age 74 after December 31, 2032, Applicable Age is 75.
- (d) For Participants who were born in 1959, the Applicable Age is 73 until and unless a technical correction is made to Code Section 401(a)(9)(C).

Section 1.5. Beneficiary.

“Beneficiary” means a person (other than a Pensioner) who is receiving or entitled to receive benefits under this Plan because of his designation for such benefits by a Pensioner or Participant. The surviving Spouse of the Participant at the time of the Participant’s death will be the Beneficiary of such Participant unless the Pensioner or Participant named another individual as his designated Beneficiary in accordance with the Spousal consent rules or in accordance with a valid QDRO. Upon the Participant’s divorce any Beneficiary designation naming the former Spouse as a Beneficiary will automatically be revoked unless otherwise required under a QDRO.

Section 1.6. Code.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

Section 1.7. Collective Bargaining Agreement.

“Collective Bargaining Agreement” means the agreement between the Union and an Employer covering the wages, hours and terms and conditions of employment for Employees and which requires contributions to this Fund.

Section 1.8. Contributing Employer or Employer.

“Contributing Employer” or “Employer” means an employer signatory to a Collective Bargaining Agreement with the Union and any member of any association which bargains with the Union or any employer not personally a party to such Collective Bargaining Agreement who satisfies the requirements for participation as established by the Trustees and agrees to be covered by the Agreement and Declaration of Trust and who, with the consent of the Trustees, shall make like payments or contributions to the Pension Fund. An Employer shall not be deemed to be a Contributing Employer simply because it is a part of a controlled group of corporations or of a trade or business under common control, some other part of which is a Contributing Employer.

For the purpose of this Pension Plan only, the Union, the Local Union 786 Building Material Pension Fund, and the Local Union 786 Building Material Chauffeurs, Teamsters and Helpers Union, Welfare Fund of Chicago shall be considered as Employers with respect to Employees for whom contributions are made to the Pension Fund at the same rate as for other Employees, provided that the above mentioned entities assume all the obligations and responsibilities provided for Employers in the Trust Agreement.

An employer shall not be deemed a Contributing Employer if the Trustees, by resolution, have terminated that Employer’s status as a “Contributing Employer” because the Employer failed, for a period of 120 days after the due date, to make contributions to the Fund as provided for in its Collective Bargaining Agreement.

For purposes of identifying Highly Compensated Employees and applying the rules on participation, vesting and statutory limits on benefits under the Fund for such employees, but not for determining covered service, the term “Employer” includes all members of an affiliated service group with the Employer within the meaning of Code Section 414(m) and all other

businesses aggregated with the Employer under Code Section 414(o). For this purpose, an “Employer” also includes all corporations, trades or businesses under common control with the Employer within the meaning of Code Sections 414(b) and (c).

Section 1.9. Contribution Date.

“Contribution Date” means the date of commencement of the Employer’s contributions to the Pension Fund as specified in the Collective Bargaining Agreement.

Section 1.10. Contribution Period.

“Contribution Period” means, with respect to a category of employment, the period during which the Employer is obligated by a written agreement to contribute to the Fund with respect to the category of employment.

Section 1.11. Continuous Employment.

“Continuous Employment” means any periods of employment which are not separated by quit, discharge, or other termination of employment between the periods.

Section 1.12. Covered Employment.

“Covered Employment” means an Employee’s employment for which an Employer is obligated to contribute to the Pension Fund subsequent to the Contribution Date.

“Covered Employment” shall not, however, include employment of an employee by an employer whose status as a Contributing Employer has been terminated for failure to pay contributions pursuant to the provisions of Section 1.7.

With regard to employment performed prior to the Contribution Date, “Covered Employment” means employment which, if performed subsequent to the Contribution Date, would have resulted in a contribution to the Pension Fund.

Section 1.13. Employee.

“Employee” means a person engaged in Covered Employment by an Employer or an individual employed by the Fund and/or the Building and Material Welfare Fund.

The term “Employee” shall include a leased employee of an Employer as defined below who otherwise meets the conditions for participation, vesting and/or benefit accrual under the Plan.

The term “Employee” shall not include:

- (a) a sole proprietor who is a Contributing Employer;
- (b) a partner who is a Contributing Employer, regardless of the size of the partnership interest; or

- (c) anyone else whose ownership would, in the opinion of the Trustees, jeopardize the tax exempt status of the Fund or violate provisions of the ERISA.

The term “leased employee” means any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person (“leasing organization”) has performed services for the recipient (or for the recipient and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided a leased employee by the leasing organization which are attributable to services performed for the recipient shall be treated as provided by the recipient.

A leased employee shall be excluded from participation in the Plan to the extent that the requirements under Code Section 410(b) are satisfied unless required to be included under the terms of the Collective Bargaining Agreement. If the Plan fails to meet the requirements under Code Section 410(b), the plan administrator shall include, on a uniform and non-discriminatory basis, a sufficient number of leased employees such that the Plan benefits a percentage of employees who are not Highly Compensated Employees which is at least 70% of the percentage of Highly Compensated Employees benefiting under the Plan.

A leased employee shall not be considered an Employee of the recipient if: (i) such leased employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Code Section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the leased employee’s gross income under Code Sections 125, 402(e)(3), 402(h)(1)(B) or 403(b); (2) immediate participation; and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20% of the recipient’s nonhighly-compensated workforce.

An individual classified by the Employer at the time services are provided as either an independent contractor or an individual who is not classified by the Employer as an Employee but who provides services to the Employer through another entity shall not be eligible to participate in the Plan during the period that the individual is so initially classified, even if such individual is later retroactively reclassified as an Employee during all or any part of such period pursuant to applicable law or otherwise.

Section 1.14. Employer Contribution.

“Employer Contribution” means the amount specified in a Collective Bargaining Agreement which an Employer pays or is obligated to pay to the Pension Fund.

Section 1.15. ERISA

“ERISA” means the Employee Retirement Income Security Act of 1974 (Public Law No. 93-406), as amended from time to time.

Section 1.16. Five Percent Owner

“Five Percent Owner” means a Participant who is a “five percent owner” as defined in Code Section 416 at any time during the Plan Year ending with or within the calendar year in which such owner attains age 73 (or age 75 after December 31, 2032). Once required minimum distributions have begun to a Five Percent Owner, they must continue to be distributed, even if the Participant ceases to be a Five Percent Owner in a subsequent year.

Section 1.17. 415 Compensation.

“415 Compensation” with respect to any Participant means such Participant’s wages as defined in Code Section 3401(a) and all other payments of compensation by the Employer (in the course of the Employer’s trade or business) for a calendar year for which the Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3) and 6052. “415 Compensation” must be determined without regard to any rules under Code Section 3401(a) that limit wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)). “415 Compensation” shall include any elective deferral (as defined in Code Section 402(g)(3)), and any amount which is contributed by the Employer at the election of the Employee and which is not includible in the gross income of the employee by reason of Code Sections 125, 132(f)(4), 402(e)(3), 402(h), 403(b) or 457.

415 Compensation shall be adjusted for the following types of compensation paid after a Participant’s “severance from employment” with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to Code Section 414(b), (c), (m) or (o)). However, amounts described in subsections (a) and (b) below may only be included in 415 Compensation to the extent such amounts are paid by the later of 2-1/2 months after “severance from employment” or by the end of the “Limitation Year” that includes the date of such “severance from employment.” Any other payment of compensation paid after “severance from employment” that is not described in the following types of compensation is not considered 415 Compensation within the meaning of Code Section 415(c)(3), even if payment is made within the time period specified above.

415 Compensation shall include both Regular Pay and Back Pay as specified below:

- (a) Regular Pay. 415 Compensation shall include regular pay after “severance from employment” if:
 - (1) The payment is regular compensation for services during the Participant’s regular working hours, or compensation for services outside the Participant’s regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and
 - (2) The payment would have been paid to the Participant prior to a “severance from employment” if the Participant had continued in employment with the Employer.

- (b) Back Pay. Payments awarded by an administrative agency or court or pursuant to a bona fide agreement by an Employer to compensate an Employee for lost wages are 415 Compensation for the “Limitation Year” to which the back pay relates, but only to the extent such payments represent wages and compensation that would otherwise be included in 415 Compensation under this Section.

Section 1.18. Highly Compensated Employee.

- (a) “Highly Compensated Employee” means an employee of the Employer who performs service for the Employer during the determination year and who during the look back year:
 - (1) received compensation from the Employer in excess of \$150,000 (for Plan Years beginning after December 31, 2023, as adjusted by the Secretary pursuant to Code Section 415(d)); or
 - (2) is a 5% owner at any time during the look back year or the determination year.
- (b) For purposes of this section, the “determination year” is the Plan Year for which the test is being applied, and the look-back year is the 12-month period immediately preceding that determination year.
- (c) Whether an individual is a Highly Compensated Employee is determined separately with respect to each Employer, based solely on that individual's compensation form or status with respect to that Employer.
- (d) A Highly Compensated Former Employee determination is based on the rules applicable to determining highly compensated employee status as in effect for that determination year, in accordance with Treasury Regulation Section 1.414(q)-1T, A-4 and Notice 97-45.

Section 1.19. Limitation Year.

“Limitation Year” means the Plan Year. The Limitation Year may only be changed by a Plan amendment. Furthermore, if the Plan is terminated effective as of a date other than the last day of the Plan’s “Limitation Year” then the Plan is treated as if the Plan had been amended to change its “Limitation Year.”

Section 1.20. Normal Retirement Age.

“Normal Retirement Age” means age 65 or, if later, the age of the Participant on the fifth anniversary of the date on which he becomes a Participant.

In calculating the fifth anniversary of participation, (1) participation shall only be counted for the period during which a Participant is actively engaged in Covered Employment, and (2) participation before a Permanent Break in Service shall not be counted.

Section 1.21. One-Year Break in Service.

“One-Year Break in Service means the failure of a Participant in any Plan Credit Year after August 31, 1976, to complete 435 hours of Work in Covered Employment.

Section 1.22. Participant.

“Participant” means a Pensioner, a Beneficiary or an Employee who meets the requirements for participation in the Plan as set forth in ARTICLE 2, or a former Employee who has acquired and not forfeited the right to a Pension under this Plan.

Section 1.23. Pension Credits.

“Pension Credits” means the years or quarters of years of credits used to determine eligibility for and the amount of a pension under this Plan, and which are accumulated and maintained in accordance with ARTICLE 5 of this Plan.

Section 1.24. Pension Fund or Trust Fund or Fund.

“Pension Fund” or “Trust Fund” or “Fund” means the Local Union 786 Building Material Pension Fund and its trust estate and shall refer to all property of whatever nature that is held in accordance with the Trust Agreement.

Section 1.25. Pension Plan or Plan.

“Pension Plan” or “Plan” means this Pension Plan of Local Union 786 Building Material Pension Fund, as the Plan may from time to time be amended and restated.

Section 1.26. Pensioner.

“Pensioner” means a person who by virtue of having been an Employee and having fulfilled the requirements of this Plan is being paid a pension under this Plan and/or to whom a pension would be paid but for time needed for administrative processing.

Section 1.27. Plan Credit Year.

“Plan Credit Year” means the 12-month period from September 1 to the following August 31. For purposes of ERISA regulations, the Plan Credit Year shall serve as the vesting computation period and benefit accrual computation period, and after the initial period of employment the computation period for eligibility to participate in the Plan.

Section 1.28. Plan Year

“Plan Year” means the 12-month period from September 1 to the next August 31.

Section 1.29. QDRO.

“QDRO” means a Qualified Domestic Relations Orders as defined under Section 206(d)(3) of ERISA and Code Section 414(p).

Section 1.30. Required Beginning Date.

Except as otherwise provided in the Plan, the Required Beginning Date means the April 1st of the calendar year following the later of the calendar year in which the Participant attains the Applicable Age, or the calendar year in which the Participant retires, except that in the case of a Five Percent Owner, the Required Beginning Date shall be April 1 of the calendar year following the calendar year in which the Participant attains the Applicable Age.

Section 1.31. Spouse.

“Spouse” shall mean the person to whom a Participant lawfully has been married under the laws of the jurisdiction in which the marriage was entered into, consistent with applicable U.S. federal law, prior to the Participant’s Annuity Starting Date or date of death. The Trustees shall be entitled to rely on written representations last filed by the Participant before his Annuity Starting Date or date of death as to whether or not he or she has a Spouse.

Spouse shall also mean the former Spouse of a Participant if the couple was divorced after being married for at least one year and the former Spouse is required to be treated as a Spouse or Surviving Spouse under a QDRO.

Section 1.32. Total and Permanent Disability

“Total and Permanent Disability” shall mean a physical or mental condition that occurs while the Participant is in the employ of an Employer and which causes the Participant to qualify for permanent disability benefits under the Social Security Act of 1935, as amended.

Section 1.33. Trust Agreement.

“Trust Agreement” means the Agreement and Declaration of Trust entered into April 25, 1961, establishing the Local Union 786 Building Material Pension Fund, and as that instrument may from time to time be amended and restated, which Agreement shall be considered a part of this Pension Plan.

Section 1.34. Trustees.

“Trustees” means the Board of Trustees established under the Trust Agreement as constituted from time to time in accordance with the provisions of said Trust Agreement.

Section 1.35. Union.

“Union” means the Building Material, Lumber, Box, Shaving, Roofing and Insulating Chauffeurs, Teamsters, Warehousemen and Helpers Union No. 786 in the City of Chicago and Vicinity, State of Illinois, affiliated with the International Brotherhood of Teamsters.

Section 1.36. Week of Work.

A “Week of Work” means any week for which an Employer Contribution is made or required to be made to the Pension Fund for a Participant.

Section 1.37. Work.

Each Employee will be credited with an hour of Work for:

- (a) each hour for which an Employee is paid or entitled to payment by an Employer for the performance of duties. These hours shall be credited to the Employee for the computation period or periods in which the duties are performed; and
- (b) each hour for which back pay, irrespective of mitigation of damage, has been either awarded or agreed to by the Employer. These hours shall be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement, or payment was made.

ARTICLE 2

PARTICIPATION

Section 2.1. Purpose.

Once an Employee has become a Participant, the provisions of this Plan give him credit in accordance with the rules of the Plan for some or all of his service before he became a Participant.

Section 2.2. Participation.

An Employee who is engaged in Covered Employment during the Contribution Period shall become a Participant in the Plan on the earliest September 1 or March 1 following completion of the first 12 consecutive month period during which he completed at least ten Weeks of Work in Covered Employment. The required ten weeks may also be completed with any other employment with an Employer if that other employment is Continuous Employment with the Employee's Covered Employment with that Employer.

Notwithstanding the above, an Employee of the Fund and/or the Building Materials Welfare Fund shall become a Participant in the Plan on the first day that they complete an hour of Work.

Notwithstanding the above, nothing in this Plan shall prevent an Employee from commencing participation in accordance with the minimum participation rules under Code Section 401(a)(3).

Section 2.3. Termination of Participation.

A person who incurs a One-Year Break in Service (in accordance with the rules under Section 5.4) shall cease to be a Participant as of the last day of the Plan Credit Year which constituted the One-Year Break, unless such Participant is a Pensioner or has acquired a right to a pension (other than for disability) whether immediate or deferred. If an Employer no longer remains obligated under a Collective Bargaining Agreement with the Union to make contributions to the Pension Fund, no Vested or Pension Service shall be given to any Participants for the period with respect to which the Employer is not obligated to make contributions to the Pension Fund.

Section 2.4. Reinstatement of Participation.

An Employee who has lost his status as a Participant in accordance with Section 2.3 shall again become a Participant by meeting the requirements of Section 2.2 on the basis of Work after the Plan Credit Year during which his participation terminated. An Employee who meets these requirements shall become a Participant retroactively to his re-employment commencement date.

The re-employment commencement date is the first day the Employee is credited with an hour of Work after the Plan Credit Year in which he incurred his last One-Year Break in Service.

However, an Employee who has a Permanent Break in Service must meet the requirements of Section 2.2 to again become a Participant.

ARTICLE 3

PENSION ELIGIBILITY AND AMOUNTS

Section 3.1. General.

This Article sets forth the eligibility conditions and benefit amounts for the pensions provided by this Plan. The accumulation and retention of Pension Credits for eligibility are subject to the provisions of ARTICLE 5. The benefit amounts are subject to reduction on account of the Spousal Pension as provided in ARTICLE 6. Entitlement of an eligible Participant to receive pension benefits is subject to his retirement and application for benefits, as provided in ARTICLE 7.

Eligibility depends on Pension Credits which are described in Section 5.2 or on Years of Vesting Service, which are described in Section 5.3.

Section 3.2. Regular Pension - Eligibility.

A Participant shall be eligible to retire on a Regular Pension if he meets the following requirements:

- (a) He has attained age 62.
- (b) He has at least 15 Pension Credits.
- (c) He has at least one Pension Credit earned on the basis of Work during the Contribution Period.
- (d) He worked in Covered Employment for at least ten weeks in a Plan Credit Year which began after he attained age 53.

Section 3.3. Regular Pension - Amount.

The monthly amount of the Regular Pension is determined by multiplying the number of Pension Credits, to a maximum of 40 Pension Credits (25 Pension Credits for Participants who retired or separated from Covered Employment prior to October 1, 1989, and 30 Pension Credits for Participants who retired or separated from Covered Employment prior to September 1, 2016), by the benefit accrual rate in effect during the applicable period as shown below.

Benefit Accrual Rate Schedule	
Date of Separation From Covered Employment	Benefit Accrual Rate Per Pension Credit
January 1, 1962 through December 31, 1963	\$2.00
January 1, 1964 through August 31, 1966	3.20
September 1, 1966 through August 31, 1968	4.00

Benefit Accrual Rate Schedule	
Date of Separation From Covered Employment	Benefit Accrual Rate Per Pension Credit
September 1, 1968 through June 30, 1969	4.80
July 1, 1969 through June 30, 1972	6.00
July 1, 1972 through June 30, 1974	10.00
September 1, 1974 through August 31, 1977	14.00
September 1, 1977 through March 31, 1980	15.00
April 1, 1980 through April 30, 1981	18.00
May 1, 1981 through November 31, 1981	24.00
December 1, 1981 through November 30, 1982	\$26.00 for credits earned prior to 9/1/81
December 1, 1982 through November 30, 1983	\$27.00
December 1, 1983 through October 31, 1984	31.00
November 1, 1984 through June 30, 1985	34.00
July 1, 1985 through September 30, 1986	36.00
October 1, 1986 through August 31, 1987	38.00
September 1, 1987 through December 31, 1988	40.00
January 1, 1989 through September 30, 1989	42.00
October 1, 1989 through December 31, 1989	43.00
January 1, 1990 through September 30, 1990	44.00
October 1, 1990 through December 31, 1991	46.00
January 1, 1992 through August 31, 1993	50.00
September 1, 1993 through December 31, 1993	53.00
January 1, 1994 through August 31, 1994	54.00

Benefit Accrual Rate Schedule	
Date of Separation From Covered Employment	Benefit Accrual Rate Per Pension Credit
September 1, 1994 through December 31, 1994	56.00
January 1, 1995 through August 31, 1995	58.00
September 1, 1995 through October 31, 1996	62.00
November 1, 1996 through October 31, 1997	67.00
November 1, 1997 through August 31, 1999	70.80
September 1, 1999 through August 31, 2000	74.00
September 1, 2000 through December 31, 2001	76.00
January 1, 2002 through August 31, 2003	78.00
September 1, 2003 through August 31, 2004	80.00
September 1, 2004 through September 30, 2007	82.00
October 1, 2007 through August 31, 2019	86.00
September 1, 2019 through August 31, 2023	90.00
September 1, 2023 and thereafter	104.00

Section 3.4. Early Retirement Pension-Eligibility.

A Participant shall be eligible to retire on an Early Retirement Pension if he meets all of the following requirements:

- (a) He has attained age 55;
- (b) He has at least 15 Pension Credits;
- (c) He has at least one Pension Credit earned on the basis of Work during the Contribution Period; and
- (d) He worked in Covered Employment for at least ten weeks in a Plan Credit Year which began after he attained age 53.

Section 3.5. Early Retirement Pension - Amount.

The monthly amount of the Early Retirement Pension is the amount of the Regular Pension reduced by a factor appropriate to the Participant's attained age at the Annuity Starting Date of his Early Retirement Pension in accordance with the Table of Early Retirement Factors as shown in Appendix A-1.

Section 3.6. Special 30 and Out Pension - Eligibility.

A Participant shall be eligible to retire on a Special 30 and Out Pension at any age if he meets all of the following requirements:

- (a) he is working in Covered Employment on or after January 1, 1999, and
- (b) he has at least 30 Pension Credits.

Section 3.7. Special 30 and Out Pension - Amount.

The monthly amount of the Special 30 and Out Pension is the amount of the Regular Pension determined under Section 3.3. For those who retire before age 62 with more than 30 Pension Credits, the Pension Credits in excess of 30 will be reduced in accordance with the Table of Early Retirement Factors as shown in Appendix A-1.

Section 3.8. Deferred Pension-Eligibility.

- (a) Special Deferred Pension
 - (1) A Participant shall be entitled to retire on a Special Deferred Pension if he has at least 15 Pension Credits, including at least one Pension Credit earned during the Contribution Period.
 - (2) A Special Deferred Pension shall be payable as early as age 55.
- (b) Basic Deferred Pension
 - (1) A Participant shall be entitled to retire on a Basic Deferred Pension if he had attained Vested Status, as described in Section 7.11.
 - (2) A Basic Deferred Pension shall be payable to a retired Participant at Normal Retirement Age.

Section 3.9. Deferred Pension - Amount.

- (a) Special Deferred Pension
 - (1) If payment of the Special Deferred Pension begins at age 62 or later, the monthly amount shall be determined in accordance with Section 3.3.

- (2) If payment of the Special Deferred Pension begins between age 55 and age 62, the monthly pension shall be determined in accordance with Section 3.5.

- (b) Basic Deferred Pension. The monthly amount of the Basic Deferred Pension is determined by multiplying the number of Pension Credits by the benefit accrual rate in effect during the applicable period shown below, but not to exceed the maximum monthly amount shown below.

Date of Separation From Covered Employment	Benefit Accrual Rate Per Pension Credit
September 1, 1976 through August 31, 1977	\$10.50
September 1, 1977 through March 31, 1980	\$11.25
April 1, 1980 through April 30, 1981	\$13.50
May 1, 1981 through November 30, 1981	\$18.00
December 1, 1981 through November 30, 1982	\$18.75 for credits earned prior to 9/1/81 \$19.50 for credits earned after 9/1/81
December 1, 1982 through November 30, 1983	\$20.25
December 1, 1983 through October 31, 1984	\$23.25
November 1, 1984 through June 30, 1985	\$25.50
July 1, 1985 through September 30, 1986	\$27.00
October 1, 1986 through August 31, 1987	\$28.50
September 1, 1987 through December 31, 1988	\$30.00
January 1, 1989 through September 30, 1989	\$31.50
October 1, 1989 through December 31, 1989	\$38.70
January 1, 1990 through September 30, 1990	\$39.60
October 1, 1990 through December 31, 1991	\$41.40
January 1, 1992 through August 31, 1993	\$45.00
September 1, 1993 through December 31, 1993	\$47.70

Date of Separation From Covered Employment	Benefit Accrual Rate Per Pension Credit
January 1, 1994 through August 31, 1994	\$48.60
September 1, 1994 through December 31, 1994	\$50.40
January 1, 1995 through August 31, 1995	\$52.20
September 1, 1995 through October 31, 1996	\$55.80
November 1, 1996 through October 31, 1997	\$60.30
November 1, 1997 through August 31, 1999	\$63.45
September 1, 1999 through August 31, 2000	\$66.60
September 1, 2000 through December 31, 2001	\$68.40
January 1, 2002 through August 31, 2003	\$70.20
September 1, 2003 through August 31, 2004	\$72.00
September 1, 2004 through September 30, 2007	\$73.80
October 1, 2007 through August 31, 2016	\$77.40
September 1, 2016 through August 31, 2019	\$86.00
September 1, 2019 through August 31, 2023	\$90.00
September 1, 2023 and thereafter	\$104.00

Section 3.10. Disability Pension-Eligibility.

Effective September 1, 2000, a Disability Pension will be paid to a Participant who retires from active employment after the Contribution Period commenced, because of a Total and Permanent Disability if the Participant has accumulated a minimum of ten pension credits as of the date he becomes so disabled.

In addition, the Participant must have:

- (a) at least one Pension Credit earned on the basis of Work during the Contribution Period, and

- (b) worked in Covered Employment for at least ten weeks during the 52-week period preceding the date the total and permanent disability began.

Section 3.11. Disability Pension - Amount.

The Disability Pension shall be the same amount as a Regular Pension for the same number of Pension Credits.

Section 3.12. Reserved.

Section 3.13. Medical Examination and Re-Examination.

A Participant applying for a Disability Pension may be required to submit to an examination by a physician or physicians selected by the Trustees, and may be required to submit to re-examination periodically as the Trustees may direct.

The Trustees shall accept as evidence of total and permanent disability a determination by the Social Security Administration that the Participant is entitled to a Social Security Disability benefit in connection with the federal Old Age, Survivors, and Disability program.

Section 3.14. Waiting Period.

The Disability Pension shall be payable commencing with the first day of the seventh month following the month in which the Total and Permanent Disability began, and shall continue to be payable for life so long as the Total and Permanent Disability shall continue. A Participant shall not be eligible to receive any pension benefits under this Plan during the six-month waiting period.

Section 3.15. Earnings by a Disability Pensioner.

A Disability Pensioner shall report any and all earnings from any employment or pursuit to the office of the Pension Fund in writing within 15 days after the end of each month in which he has such earnings. If a Disability Pensioner fails to make timely reports as required by this section, he shall be disqualified for benefits for 12 months in addition to the duration of such employment for each such violation.

Section 3.16. Cessation of Total and Permanent Disability.

Any Participant retiring under the Disability Pension provision who subsequently ceases to be totally and permanently disabled may then:

- (a) apply for an Early Retirement benefit, provided he has fulfilled the age requirements for such Early Retirement benefit. The Early Retirement Pension shall become payable for the month immediately following the month in which the Disability Pension shall terminate or attainment of age 55, whichever is later, and the amount shall be based on the attained age of the Pensioner as of the date he first entered Retirement on a Disability Pension or age 55, whichever occurs later; or

- (b) return to Covered Employment and thereby resume the accrual of Pension Credits.

Section 3.17. Attainment of Age 62 by a Disability Pensioner.

A Disability Pensioner, upon the date he attains the age of 62, shall become entitled to receive the Regular Pension in effect at the time of his Disability Pension commenced based on the total number of Pension Credits as of that date and shall no longer be required to submit proof of Total and Permanent Disability.

Section 3.18. Retroactive Payment of Disability Benefit.

- (a) If the Annuity Starting Date for a Participant who suffers a Total and Permanent Disability after the date payments would have begun if an application had been filed earlier, the Participant will be entitled to Retroactive Payment of a Disability Benefit (which is an auxiliary disability benefit under Treasury Regulations Section 1.401(a)-20, A-10).
- (b) The “Retroactive Payment of a Disability Benefit” means an amount, payable as a lump sum, equal to the monthly benefit payment payable as the Participant’s Disability Pension (in the payment form elected for that pension) multiplied by the number of complete months between the Annuity Starting Date and the date the Disability Pension payments would have begun if the Participant had applied on the date of the disability.

Section 3.19. Rounding of Pension Amounts.

Any pension amount (other than an amount provided for in a QDRO), if not already a multiple of \$0.50, shall be rounded to the next higher multiple of \$0.50.

Section 3.20. Non-Duplication of Pensions.

A person shall be entitled to only one pension at a time under this Plan, except that a Disability Pensioner who recovers may be entitled to a different type of pension.

Section 3.21. Non-Duplication with Welfare Fund Disability Benefits.

No pension shall be payable for any month for which the Participant or Pensioner receives “Weekly Accident and Sickness” benefits from the Building Material Chauffeurs, Teamsters and Helpers Union Welfare Fund of Chicago.

Section 3.22. Application of Benefit Increases.

The pension to which a Participant is entitled shall be determined under the terms of the Plan in effect at the time the Participant separates from Covered Employment.

A Participant shall be deemed to have separated from Covered Employment on the last day of Work in Covered Employment for which contributions are made, which is followed by a Plan Credit Year in which he worked less than ten weeks in Covered Employment.

If at the time a Participant retires with a pension under this Plan he is not separated from Covered Employment, his retirement will be considered a separation from Covered Employment, but the amount of his Pension benefit will be determined under the terms of the Plan in effect at the time the Participant last performed Work in Covered Employment for which contributions were made.

If a Participant separates from Covered Employment and later returns to Covered Employment following a change to the Benefit Accrual Rate (as set forth in Section 3.3 or Section 3.9(b)) that was in effect when he first separated from Covered Employment, if he has incurred two or more consecutive One-Year Breaks in Service prior to the effective date of the change to the Benefit Accrual Rate his benefit shall be calculated by applying the Benefit Accrual Rate that applies at the time of each separation from Covered Employment, such that his benefit may be bifurcated to reflect the Benefit Accrual Rate in effect with respect to each separate period of Covered Employment.

Section 3.23. Death Benefits prior to Retirement.

- (a) In the event that the provision of ARTICLE 6 (Spousal Pensions and Pre-Retirement Surviving Spouse Annuity) applies, the Death Benefit described in this section is not applicable.
- (b) If an active Participant who does not have a Spouse and is not eligible for benefits under ARTICLE 6 dies with at least 15 Pension Credits, his surviving dependent children under age 19 shall receive a monthly pension. If there are no surviving dependent children under age 19, no Death Benefit is payable.
- (c) To be considered “active” for purposes of this section, the Participant must have worked in Covered Employment for at least ten weeks in the Plan Credit Year during which his death occurred or the Plan Credit Year immediately preceding the Plan Credit Year during which his death occurred.

The monthly amount of this Death Benefit shall be 50% of the amount determined by multiplying the number of Pension Credits earned up to the time of the Participant’s death by the monthly benefit accrual rate in effect when the death occurred as provided in Section 3.3. This monthly amount shall be payable for a period of time determined by the number of Pension Credits as shown in the following schedule:

Number of Pension Credits	Number of Monthly Payments
15	20
16	24

Number of Pension Credits	Number of Monthly Payments
17	28
18	32
19	36
20	40
21	44
22	48
23	52
24	56
25 or more	60

A written application for the Death Benefit above must be made to the Trustees on a form requested from the office of the Pension Fund within 24 months from the date of death of the Participant.

Section 3.24. Death Benefits after Retirement.

In the event that the provisions of ARTICLE 6 (Spousal Pension and Pre-Retirement Surviving Spouse Annuity) apply, the Death Benefit described in this section shall not apply.

If a married Pensioner with at least 15 pension credits retires and dies before he has received 60 monthly pension payments, his monthly pension shall be continued to his Spouse, if living, until 60 such payments have been made, including the payments to the Pensioner and his Spouse. If the Spouse of the Pensioner commences payments under this Section and then dies prior to the time 60 monthly pension payments have been paid by the Pension Fund, no further payments shall be made to the surviving Spouse or to anyone else, and in no event shall a sum total of more than 60 monthly pension payments be made.

A written application for the Death Benefit must be made to the Trustees on a form requested from the office of the Pension Fund within 24 months from the date of death of the Pensioner.

The Fund Office must promptly be notified of a Pensioner's death.

Section 3.25. Death Benefits for Dependent Children.

A Participant's surviving dependent children under age 19 shall be eligible for a death benefit if:

- (a) at the time of the Participant's death, he was working in Covered Employment and worked at least 10 weeks in Covered Employment during the Plan Credit Year in which the death occurred, or the preceding Plan Credit Year;
- (b) the Participant has at least 15 Pension Credits; and
- (c) the Participant is unmarried or no Pre-retirement Surviving Spouse Annuity is payable.

The amount of the benefit is 50% of the Participant's Pension Credits times the Monthly Benefit Level in effect on the date of the Participant's death. Payments shall begin with the month following the Participant's death. The number of monthly payments to be paid depends upon the number of the Participant's Pension Credits, as set forth in the table below:

Number of Pension Credits	Number of Monthly Payments to Children
15	20
16	24
17	28
18	32
19	36
20	40
21	44
22	48
23	52
24	56
25 or more	60

Section 3.26. Special Benefit at or after Normal Retirement Age.

- (a) A Participant who is not 100% vested in accordance with Section 7.11 and who has attained Normal Retirement Age shall be eligible for a pension regardless of his number of Pension Credits or Years of Vesting Service.
- (b) Such an individual will not be a Participant at Normal Retirement Age and, therefore, will not be entitled to a benefit under Subsection (a) above, unless any prior One-Year Break in Service has been repaired in accordance with Section 2.4.

Section 3.27. Optional Forms of Payment.

- (a) Five Year Certain and Life Option

A Participant may elect that his pension be paid in the form of a Five Year Certain and Life Option. The Five Year Certain and Life Option shall provide a reduced monthly benefit payable for the Participant's life, with a guarantee that in the event of his death prior to payment of 60 monthly pension benefit payments from the Plan, that payments in the same reduced amount shall be a percentage of the full monthly amount otherwise payable as a single-life pension (after adjustment, if any, for early retirement) determined in accordance with Appendix D to the Plan.

- (b) Ten Year Certain and Life Option

A Participant may elect that his pension be paid in the form of a Ten Year Certain and Life Option. The Ten Year Certain and Life Option shall provide a reduced monthly benefit payable for the Participant's life, with a guarantee that in the event of his death prior to payment of 120 monthly pension benefit payments from the Plan, that payments in the same reduced amount shall, after the Participant's death, be continued to the Participant's designated Beneficiary, until a total of 120 monthly pension payments, to the Participant and his designated Beneficiary have been made under the Plan. The amount of the Participant's benefit shall be a percentage of the full monthly amount otherwise payable as a single-life pension (after adjustment, if any, for early retirement) determined in accordance with Appendix D to the Plan.

- (c) 75% Spousal Option

A married Participant may elect that his pension be paid in the form of a 75% Spousal Pension Option. The 75% Spousal Option shall provide a reduced monthly benefit during the joint lives of the Participant and his Spouse, which shall be the actuarial equivalent to which the Participant is otherwise entitled, with a survivor benefit for the life of the surviving Spouse which is 75% of the amount of the benefit payable during their joint lives. The amount of the Participant's monthly benefit shall be a percentage of the full monthly amount

otherwise payable as a single-life pension (after adjustment, if any, for early retirement) determined in accordance with Appendix F to the Plan.

Payment of the 75% Spousal Option is subject to the following conditions:

- (1) The 75% Spousal Option can be elected by the Participant only prior to the approval of his pension application by the Trustees.
- (2) Once the 75% Spousal Option is approved by the Board of Trustees, it cannot be revoked.
- (3) The 75% Spousal Option may not be elected with any other optional form of payment available under the Plan.

(d) 100% Spousal Option

A married Participant may elect that his pension be paid in the form of a 100% Spousal Pension Option. The 100% Spousal Option shall provide a reduced monthly benefit during the joint lives of the Participant and his Spouse, which shall be the Actuarial Equivalent to which the Participant is otherwise entitled, with a survivor benefit for the life of the surviving Spouse which is 100% of the amount of the benefit payable during their joint lives. The amount of the Participant's monthly benefit shall be a percentage of the full monthly amount otherwise payable as a single-life pension (after adjustment, if any, for early retirement) determined in accordance with Appendix C to the Plan.

Payment of the 100% Spousal Option is subject to the following conditions:

- (1) The 100% Spousal Option can be elected by the Participant only prior to the approval of his pension application by the Trustees.
- (2) Once the 100% Spousal Option is approved by the Board of Trustees it cannot be revoked.
- (3) The 100% Spousal Option may not be elected with any other optional form of payment available under the Plan.

(e) 50% Spousal Pension with Pop-Up Option.

The 50% Spousal Pension with Pop-Up Option shall provide a reduced monthly benefit during the joint lives of the Participant and his Spouse, with a survivor benefit for the life of the surviving Spouse which is 50% of the amount of the benefit payable during their joint lives. If the Participant elects a 50% Spousal Pension with Pop-Up Option and if the Participant's Spouse predeceases the Participant, such form of payment shall be automatically cancelled and the Participant shall receive his pension for the remainder of his lifetime without reduction for the Joint and Survivor feature beginning on the first day of the month following the Spouse's death.

If a Participant elects to receive the 50% Spousal Pension with Pop-Up Option, his Pension shall be adjusted to reflect the actuarial value of the cost of providing such 50% Spousal Pension with Pop-Up Option, as follows:

- (1) prior to June 1, 2009, in accordance with Appendix C to the Plan; and
- (2) on or after June 1, 2009, in accordance with Appendix F to the Plan.

(f) 75% Spousal Pension with Pop-Up Option.

The 75% Spousal Pension with Pop-Up Option shall provide a reduced monthly benefit during the joint lives of the Participant and his Spouse, with a survivor benefit for the life of the survivor Spouse which is 75% of the amount of the benefit payable during their joint lives. If the Participant elects a 75% Spousal Pension with Pop-Up Option and if the Participant's Spouse predeceases the Participant, such form of payment shall be automatically cancelled and the Participant shall receive his pension for the remainder of his lifetime without reduction for the Joint and Survivor feature beginning on the first day of the month following the Spouse's death.

If a Participant elects to receive the 75% Spousal Pension with Pop-Up Option, his pension shall be adjusted to reflect the actuarial value of the cost of providing such 75% Spousal Pension with Pop-Up Option determined in accordance with Appendix F to the Plan.

(g) 100% Spousal Pension with Pop-Up Option.

The 100% Spousal Pension with Pop-Up Option shall provide a reduced monthly benefit during the joint lives of the Participant and his Spouse, with a survivor benefit for the life of the survivor Spouse which is 100% of the amount of the benefit payable during their joint lives. If the Participant elects a 100% Spousal Pension with Pop-Up Option and if the Participant's Spouse predeceases the Participant, such form of payment shall be automatically cancelled and the Participant shall receive his pension for the remainder of his lifetime without reduction for the Joint and Survivor feature beginning on the first day of the month following the Spouse's death.

If a Participant elects to receive the 100% Spousal Pension with Pop-Up Option, his pension shall be adjusted to reflect the actuarial value of the cost of providing such 100% Spousal Pension with Pop-Up Option determined in accordance with Appendix C to the Plan.

(h) Lump Sum Option for Participants, Pensioners, or Beneficiaries Living in Certain Foreign Countries.

A Participant, Pensioner, or Beneficiary who permanently resides in a foreign country may elect to receive his or her pension (or any remaining payments of such pension) or other benefit payable under the Plan in a single lump sum

distribution that reflects the Actuarial Present Value of the benefit or, if payments have commenced, the remaining pension payments, as of the Effective Date. In the case of a married Participant, this optional form of benefit shall only be available if both the Participant and his Spouse consent in writing to such distribution witnessed by a notary public or such representative of the Plan as the Trustees may designate for that purpose. Under this option, a Participant, Pensioner, or Beneficiary shall receive his or her benefit in one lump sum payment and no other amount shall be due to him or her under the Plan thereafter. Notwithstanding the above, such lump sum option shall only be available to a Participant, Pensioner or Beneficiary with a benefit Actuarial Present Value equal to or less than \$20,000 at the time the request is made and can establish to the Fund's satisfaction proof of identity and residency.

Section 3.28. Temporary Supplemental Retirement Lump Sum Benefit.

A Participant, who leaves Covered Employment on or after September 1, 2000, may be eligible to receive one or more Temporary Supplemental Lump Sum Benefits at the time of retirement equal to the Supplemental Benefit Amount (as defined in subsection Section 3.28(e) below) multiplied by the number of full Pension Credits rounded down earned in a continuous stream while in Covered Employment. Only continuous Pension Credits earned while participating in the Plan in Covered Employment will be counted. Pension Credits will only be counted once for an award if the Participant qualifies for more than one Temporary Supplemental Lump Sum Benefit. Pension Credits earned under Reciprocal Plans will not be considered. The following rules apply to benefits provided under this Section Section 3.28:

- (a) A Participant will be eligible for one or more Temporary Supplemental Lump Sum Benefit if he:
 - (1) Qualifies for and begins receiving a Regular Pension, Early Retirement Pension, Disability Pension, Special Deferred Pension, or 30 and Out Pension effective on or after September 1, 2000;
 - (2) Has earned at least fifteen (15) continuous Pension Credits under the Plan (deferred Pension Credits earned prior to September 1, 2000 and after a One-Year Break in Service that are not part of a continuous period of active service credits ending on or after September 1, 2000 and Pension Credits earned under Reciprocal Plans will not be considered);
 - (3) Has not already received a Temporary Supplemental Lump Sum Benefit from the Plan unless the Participant has met the continuous fifteen (15) Pension Credit requirement a second time independent of his first award;

- (4) Has not previously been approved for pension benefits under the Plan and received payment of a retirement benefit under the Plan; and
 - (5) Is only entitled to one Temporary Supplemental Lump Sum Benefit unless the Participant earns an award and then meets the requirements of this Section 3.23(a) again after any One-Year Break in Service.
- (b) Deferred Pension Credits are Pension Credits earned prior to any One-Year Break in Service. Deferred Pension Credits may be used in determining retirement benefits but not in determining more than one Temporary Supplemental Lump Sum Retirement Benefit. Further, no Deferred Credits earned prior to September 1, 2000 shall be considered that are not part of a continuous period of active service credits ending on or after September 1, 2000. Further, Pension Credits may not be double counted in the event the Participant earns more than one Temporary Supplemental Lump Sum Benefit award.
- (c) If a Participant dies with at least fifteen (15) Pension Credits and is otherwise eligible for a Temporary Supplemental Lump Sum Benefit, his surviving Spouse (or if no surviving Spouse, his designated Beneficiary) will immediately receive the Temporary Supplemental Lump Sum Benefit earned by the Participant.
- (d) All continuous Pension Credits earned (including those earned over 40) will be used in calculating the Temporary Supplemental Lump Sum benefit. However, each credit is only used once per award of Temporary Supplemental Lump Sum Benefit. For example, if a Participant earns and receives a Temporary Supplemental Lump Sum Benefit and subsequently earns a second Temporary Supplemental Lump Sum benefit, no Pension Credits counted in the first Temporary Supplemental Lump Sum Benefit will be used in calculating the second Temporary Supplemental Lump Sum Benefit award.
- (e) Supplemental Benefit Amount.
 - (1) \$1000 provided the Participant was in Covered Employment and earned at least one hour of Work on or after September 1, 2000, and his last hour of Work in the continuous stream of Pension Credits necessary to be eligible for the Temporary Lump Sum Benefit is earned before September 1, 2005;
 - (2) \$1,100 provided the Participant was in Covered Employment and earned at least one hour of Work on or after September 1, 2005, and his last hour of Work in the continuous stream of Pension

Credits necessary to be eligible for the Temporary Lump Sum Benefit is earned before September 1, 2023;

- (3) \$3,000 provided the Participant was in Covered Employment and earned at least one hour of Work on or after September 1, 2023, and his last hour of Work in the continuous stream of Pension Credits necessary to be eligible for the Temporary Lump Sum Benefit is earned on or after September 1, 2023.
- (f) If a Participant incurs a One-Year Break in Service prior to the effective date of the change to the Supplemental Benefit Amount, then the Supplemental Benefit Amount in effect prior to the One-Year Break in Service shall apply in determining his Temporary Supplemental Lump Sum Benefit. Notwithstanding the above, if the Participant subsequently earns fifteen (15) continuous Pension Credits from the date he returns to Covered Employment (after his last One-Year Break in Service), then his Supplemental Benefit Amount will be the Supplemental Benefit Amount in effect as of his retirement date, but deferred Pension Credits earned prior to the last One-Year Break in Service will not be used in determining the amount of the Temporary Supplemental Lump Sum Benefit.

ARTICLE 4

RECIPROCAL PENSIONS

Section 4.1. Application.

This Article shall be applicable only to Participants covered by this Plan and any other pension plan, hereinafter called a "Reciprocal Plan," of a pension fund which is or shall become a party to the Joint Council No. 25 Reciprocal Agreement for Teamsters Pension Funds (hereinafter referred to in this Article as the "Reciprocal Agreement") and shall be applicable only to Participants who become entitled to benefits under the terms hereof which are or become effective after the effective date of this Article and prior to the termination of this Fund's participation in the Reciprocal Agreement. Notwithstanding any other terms of the Pension Plan to the contrary (including provisions relating to the vesting of Service Credits or pension benefits), a Participant whose pension is or would be effective after the date on which this Plan's participation in the Reciprocal Agreement terminates (had such termination not occurred) shall not be eligible for or entitled to any benefits from this Plan under the terms of this Article. The term Service Credit shall mean Pension Credits, or other equivalent term, under this Plan and any Reciprocal Plan.

Section 4.2. Reserved.

Section 4.3. Definitions.

The following definitions shall apply in this Article:

- (a) "Reciprocal Pension Fund" means any pension fund that, by action of its board of trustees, has agreed to become a party to and participate in the Reciprocal Agreement.
- (b) "Related Plan" means the plan of pension benefits adopted by the trustees of a Reciprocal Pension Fund.
- (c) "Related Pension Credit" means that type of Related Service Credit which, regardless of its name under a Related Plan, measures a plan participant's benefit earned under a Reciprocal Pension Fund.
- (d) "Related Vesting Credit" means that type of Related Service Credit which, regardless of its name under a Related Plan, measures whether a plan participant has met the minimum requirements for a benefit under a Reciprocal Pension Fund.
- (e) "Related Service Credit" is a generic term referring to any type of credit for covered employment earned under a Reciprocal Pension Fund. Related Service Credit includes both Related Pension Credit and Related Vesting Credit.

- (f) "Combined Service Credit" means the total of a Participant's service credit under the Plan and his or her Related Service Credit under all Reciprocal Pension Funds, as each Reciprocal Pension Fund shall have certified to the Plan below.
- (g) "Reciprocal Pension Benefit" means the benefit a Participant receives under the terms of this Article.
- (h) "Benefit Subsidy" means any benefit from a Reciprocal Pension Fund that is in excess of a participant's Pension Credits and for which Benefit Subsidy the participant must satisfy certain eligibility requirements. An example of a Benefit Subsidy is a plan provision that, based on attainment of a given level of service, either eliminates or reduces the actuarial reduction that would otherwise apply to a participant receiving a pension prior to normal retirement age. If a plan participant's Reciprocal Pension Benefit exceeds the amount of the participant's Pension Credits, the excess is a Benefit Subsidy.
- (i) "Service Pension" means any type of pension (other than a disability pension) which is provided for under a pension plan and under which a participant is entitled to an amount that is greater than the actuarial value of his or her Pension Credits, payable at normal retirement age. A Service Pension may be based on service regardless of age, such as a "30 and out" pension, or it may be based on a combination of age and service, but it always incorporates a Benefit Subsidy.
- (j) "Break in Service" means an interruption of covered employment that, under a pension plan, results in the loss of previously earned service credit.
- (k) "Break in Continuity" means an interruption of covered employment that, under a pension plan, does not result in a Break in Service, but (1) prevents the participant from establishing eligibility for a particular form of benefit or Benefit Subsidy or (2) causes the participant's benefit to be calculated in more than one period of benefit accrual.

Section 4.4. Reciprocal Pension As Benefit Subsidy.

- (a) The Trust Fund is obligated to pay each Participant the vested portion of his or her Pension Credits. Service earned under a Related Plan shall not diminish the Pension Credits a Participant has earned under the Pension Plan. A Participant's Vested Status represents a "floor," which benefit may be supplemented by means of the reciprocal provisions of this Article.
- (b) The Reciprocal Agreement does not require the Trust Fund to consider Related Service Credit as equivalent to service credit earned under the Pension Plan. Unless otherwise provided, each Participant's Pension Credits and his or her attainment of vested status are to be based solely on service under the Trust Fund.
- (c) Notwithstanding paragraph (b), above, a Participant may receive a higher benefit as a result of the Reciprocal Agreement, or a Participant who is not vested may receive a pension as a result of the Reciprocal Agreement. In all such cases, the

additional benefit amount that the Trust Fund pays a Participant, over and above his or her vested Pension Credits in the Trust Fund, results from the Participant's service in a Reciprocal Pension Fund. Because Related Service Credit does not constitute Service Credit under the Trust Fund, the parties consider that the additional benefit to a Participant represents a Benefit Subsidy. In cases where a Participant's Reciprocal Pension Benefit is equal to the Participant's vested Pension Credits, no Benefit Subsidy is involved.

- (d) Once a Participant has satisfied the requirements for a Benefit Subsidy as a result of the reciprocal provisions of this Article, the Trust Fund shall not eliminate or reduce that Benefit Subsidy, except to the extent and in the manner permitted under ERISA and applicable regulations. A Participant is considered to have satisfied the eligibility conditions for any Benefit Subsidy that results from the Reciprocal Agreement when the Participant satisfies the eligibility requirements stated in Section 4.6 and has retired and elected to receive his or her pension as a Reciprocal Pension Benefit.

Section 4.5. Recognition of Related Plans and Related Service Credit.

- (a) Recognition. The Trust Fund shall recognize Related Service Credit earned by a Participant under a Reciprocal Pension Fund for contributory and non-contributory service under the Related Plan, provided that the Reciprocal Pension Fund has certified such service to the Trust Fund as Related Service Credit. The preceding sentence is subject to the following limitations:
 - (1) The Trust Fund is not required to recognize non-contributory service under a Reciprocal Pension Fund as contributory service for any purpose for which contributory service is specifically required by the Pension Plan of the Trust Fund; and
 - (2) The Trust Fund is not required to recognize Related Service Credit with respect to a Participant's period of employment under a Reciprocal Pension Fund if the Participant earned Service Credit under the Trust Fund during the same period.
- (b) Distinction Between Related Service Credit and Service Credit. The Trust Fund's recognition of Related Service Credit for the limited purposes provided in the Reciprocal Agreement shall not be construed as a provision that service credit and Related Service Credit are the same or that Related Service Credit is equivalent to service credit for all purposes under the Plan. Nothing in the Reciprocal Agreement is intended to modify or expand the principle, contained in ERISA Section 203(b), that "service" under a pension plan is based on work for an employer who contributes to that pension plan.
- (c) Effect of Related Service Credit on Vesting. The Trust Fund is not required to apply Related Service Credit for the purpose of determining vesting of benefits earned under the Plan. Notwithstanding the preceding, if an otherwise non-vested

participant satisfies all of the requirements for a Reciprocal Pension Benefit, the Trust Fund shall consider his benefit to be vested or nonforfeitable as of the annuity starting date of the Reciprocal Pension Benefit.

- (d) Effect of Related Service Credit on Breaks in Service.
 - (1) In applying the Break in Service rules to Participants, the Trust Fund shall not count toward a Break in Service any period during which a Participant earned Related Service Credit. This rule is to be applied regardless of whether the Participant is eligible for or elects to receive a Reciprocal Pension Benefit.
 - (2) The Trust Fund is permitted under the Reciprocal Agreement to find that a Participant whose pension rights in the Trust Fund are not vested incurred a Break in Service if his or her consecutive break years (excluding years in which the participant earned Related Service Credit) are sufficient under the Plan to constitute a Break in Service, regardless of the amount of Related Service Credit the Participant has earned or whether the Participant's pension rights in the Related Plan of a Reciprocal Pension Fund have vested.
- (e) Effect of Related Service Credit on Breaks in Continuity. The Trust Fund is permitted under this Reciprocal Agreement to find that a Participant incurred a Break in Continuity under the Pension Plan, regardless of whether the Participant earned Related Service Credit during the period of the break.

Section 4.6. Eligibility for Reciprocal Pension Benefits.

- (a) Eligibility Requirements. A Participant shall be eligible for a Reciprocal Pension Benefit under the Pension Plan if both of the following eligibility requirements are satisfied:
 - (1) the Participant earned service credit under the Pension Plan as a result of work for which Employer Contributions were required to be paid to the Trust Fund and, as of the proposed effective date of the Participant's Reciprocal Pension Benefit, such service credit has not been lost to a Break in Service; and
 - (2) if the Participant's Combined Service Credit (but not including service credit that has been lost to a Break in Service) were treated as service credit under both the Trust Fund and each Reciprocal Pension Fund in which the Participant has earned Related Service Credit, the Participant would be eligible for any type of pension (other than a Reciprocal Pension Benefit) from the Trust Fund and one or more Reciprocal Pension Funds.
- (b) Types of Pensions Subject to Reciprocity.

- (1) Consistent with the prior Reciprocal Agreement, each Reciprocal Pension Fund shall offer Reciprocal Pension Benefits with respect to the following forms of pension: normal pension, reduced early retirement pension, and disability pension.
 - (2) Each Reciprocal Pension Fund shall also offer Reciprocal Pension Benefits with respect to the statutory vested pension and, for surviving Spouses of Participants, the qualified pre-retirement survivor annuity.
 - (3) A Reciprocal Pension Fund may, but need not, offer Reciprocal Pension Benefits with respect to other forms of pension, such as the Service Pension. If a Reciprocal Pension Fund extends reciprocity to other forms of benefit, the Reciprocal Pension Fund may, but need not, recognize Related Service Credit to establish eligibility for that form of benefit and may impose additional eligibility requirements.
- (c) Variance in Types of Pension. The Reciprocal Agreement does not require that a Participant receive the same type of pension or the same form of payment from all Reciprocal Pension Funds that pay the participant a Reciprocal Pension Benefit.

In the case of a reciprocal disability pension, each participating Reciprocal Pension Fund shall make its own determination regarding whether the applicant satisfies that plan's definition of "disability." If a Participant is found disabled by one plan but not another, the Participant can still qualify for Reciprocal Pension Benefits if his Combined Service Credit is sufficient for any type of presently payable benefit from the Trust Fund and at least one Reciprocal Pension Fund.

- (d) Optional Forms of Benefit. For a married participant who is eligible for a Reciprocal Pension Benefit, the Trust Fund shall make available the qualified joint and survivor annuity on the same basis on which that form of benefit is available to a Participant who is eligible for a non-reciprocal pension benefit. In addition, a Trust Fund may, but need not, apply some or all of its other optional forms of payment, if any, to Reciprocal Pension Benefits and may condition eligibility for such additional optional forms of payment on the Participant's Combined Service Credit or solely on Service Credit earned under the Trust Fund.
- (e) Combining Service Credit. Where the Reciprocal Agreement provides for a calculation or determination using a Participant's Combined Service Credit, and where a Reciprocal Pension Fund uses more than one measure of service (e.g., a Reciprocal Pension Fund has separate measures for year of vesting service and Pension Credit), the most directly comparable measures shall be combined to constitute Combined Service Credit. For example, the Combined Service Credit for the calculation of vesting service may be the sum of the year of vesting service (or the closest analogue) earned in the Trust Fund and each Reciprocal Pension Fund.

Section 4.7. Determination of Amount of Reciprocal Pension Benefits.

- (a) Pro Rata Method. For purposes of determining Reciprocal Pension Benefit amounts the Plan applies the "Pro Rata Method," described in Section 4.7(a)(1) below.
 - (1) Pro Rata Method. Under the Pro Rata Method, a Reciprocal Pension Benefit is based on the ratio of the Participant's Pension Credit in the Trust Fund to the sum of his or her Pension Credit and Related Pension Credit. For this purpose, Related Pension Credit includes the total of all Related Pension Credit certified by Reciprocal Pension Fund(s) under Section 4.7(b), regardless of whether the Participant receives Reciprocal Pension Benefits from each such Reciprocal Pension Fund. The Reciprocal Pension Benefit payable by the Trust Fund is calculated as follows:
 - (A) the amount of the pension which the Participant would be entitled to receive under the Trust Fund shall be determined as if his or her Combined Service Credit had all been service under the Trust Fund, then
 - (B) the amount of the Participant's Pension Credit earned with the Trust Fund shall be divided by the sum of the participant's Pension Credit and Related Pension Credit, then
 - (C) the fraction determined in clause (B) shall be multiplied by the pension amount determined in clause (A) and the result shall be the Reciprocal Pension Benefit payable by the Trust Fund.
- (b) Optional Enhancements to Reciprocal Benefits. A Trust Fund may provide for additional features that favorably affect the calculation or value of a Reciprocal Pension Benefit. The following are examples of such enhancements.
 - (1) The Trust Fund may provide that Related Service Credit shall be treated as Service Credit for the purpose of preventing a Participant's Break in Continuity.
 - (2) The Trust Fund may provide that a Participant's benefit rights under the Trust Fund's Pension Plan will vest as a result of the Participant's Related Service Credit. If a Participant's benefit rights are vested under a Reciprocal Pension Fund, the Trust Fund will consider the participant vested under the Trust Fund when the participant has earned any amount of Year of Vesting Service under the Trust Fund.
- (c) General Pension Plan Limitations and Provisions to Be Applied. Payment of Reciprocal Pension Benefits by the Trust Fund shall be subject to all other limitations of the Pension Plan that are otherwise applicable to the Trust Fund's non-reciprocal pension benefits. For example, each Participant shall be required to comply with all of the lawful conditions regarding post-retirement employment

which are part of the Pension Plan. However, the Pension Plan is not required to suspend a retired Participant's benefit merely because the Participant's post-retirement employment is prohibited under a Reciprocal Pension Fund.

- (d) Waiver of Reciprocal Pension Benefits. Subject to applicable law, a Participant who is entitled to a Reciprocal Pension Benefit under the Pension Plan may waive the Reciprocal Pension Benefit in favor of any other type of pension or benefit provided by the Trust Fund.
- (e) Combined Service Credit Limited to One Credit per Year.

Except as otherwise provided in this paragraph (e), a Participant's Combined Service Credit shall be limited to one Combined Service Credit per year.

- (1) If, absent this paragraph (e), a Participant's Combined Service Credit would exceed one credit per year, the Reciprocal Pension Funds in which the Participant earned service credit in that year shall each make a pro rata reduction in the Participant's service credit so that the Combined Service Credit shall be equal to one. Each element of service credit (that is, Pension Credit or Year of Vesting Service, as applicable) shall be reduced on a pro rata basis. This rule shall also be applied in the case of a Reciprocal Pension Fund that provides for the earning of more than one service credit in a year.
- (2) Notwithstanding subparagraph (1), above, a Participant's service credit shall not be reduced for purposes of determining the participant's Pension Credits.

ARTICLE 5

PENSION CREDITS AND YEARS OF VESTING SERVICE

Section 5.1. Purpose.

This Article defines the basis on which Employees are to accumulate Pension Credits and Years of Vesting Service. It also provides the circumstances under which such Pension Credits and Years of Vesting Service are cancelled. No more than 40 Pension Credits shall be granted to a Participant for periods before and after the Contribution Period during his participation in the Plan.

Section 5.2. Pension Credits.

(a) For Employment before September 1, 1976.

(1) During the Contribution Period.

For periods during the Contribution Period before September 1, 1976, a Participant shall be credited with Pension Credits on the basis of his Work in Covered Employment in accordance with the following schedule:

Weeks Engaged in Covered Employment During Plan Credit Year	Pension Credits
Less than 10 weeks	No Credit
10 through 19 weeks	One Quarter (1/4)
20 through 29 weeks	Two Quarters (1/2)
30 through 39 weeks	Three Quarters (3/4)
40 weeks or more	Four Quarters (1)

(2) Before the Contribution Period.

A Participant will be granted a maximum of 20 Pension Credits for the weeks he was engaged in Covered Employment prior to the Contribution Period on the basis of the schedule set forth in Section 5.2.

(A) A Participant must have been an active member in the Union on the Contribution Date and must have been actively engaged in Covered Employment for a sufficient length of time to accumulate at least 1/2 of a Pension Credit subsequent to the Contribution Date in order to be entitled to any Pension Credits for periods before the Contribution Period.

- (B) It is recognized that it may be difficult or impossible to obtain complete verification of employment in past years. Accordingly, the Trustees shall determine the amount of Pension Credit for periods before the Contribution Period to be credited on the basis of the best available evidence, which evidence may be obtained from Employer records, Union records, Social Security records or affidavits by parties having knowledge of such service.
- (C) The decisions of the Trustees as to the amount of Pension Credits granted to any Employee for periods before the Contribution Periods shall be final and binding.

(b) For Employment after August 31, 1976.

For periods after August 31, 1976, a Participant shall be credited with Pension Credits on the basis of his Work in Covered Employment in accordance with the following schedule:

Weeks Engaged in Covered Employment During Plan Credit Year	Pension Credits
Less than 10 weeks	No Credit
10 through 18 weeks	One Quarter (1/4)
19 through 26 weeks	Two Quarters (1/2)
27 through 35 weeks	Three Quarters (3/4)
36 weeks or more	Four Quarters (1)

If in a Plan Credit Year after August 31, 1976, a Participant completes a Year of Vesting Service, but less than ten Weeks of Work in Covered Employment, he shall be credited with a pro-rated portion of a full Pension Credit in the ratio of his Weeks of Work in Covered Employment to 52.

(c) Pension Credits for Non-Work Periods.

A Participant who has prior Pension Credits will receive further credit for periods of absence from Covered Employment under the following circumstances:

- (1) During periods of disability for which weekly accident and sickness benefits have been received by the Participant from a welfare fund to which the Employer is obligated to contribute under the terms of a Collective Bargaining Agreement with the Union.

- (2) During periods of temporary total disability arising in Covered Employment for which temporary Workers' Compensation benefits were received by the Participant.

Not more than one Pension Credit may be granted to a Participant over the full period of his participation in the Pension Fund in accordance with this subsection (c). A Participant shall not be entitled to receive additional non-Work Pension Credits for the same non-Work period for which he has already received Pension Credits by virtue of Employer Contributions made on his behalf.

In order to calculate Pension Credits for non-Work periods as outlined in this subsection (c), one continuous week of Disability will be considered the equivalent of one Week of Work in Covered Employment.

(d) **Military Service**

- (1) To the extent required by federal law, a Participant who leaves employment with an Employer for active military service of the United States in time of war, national emergency, or pursuant to a national conscription law shall earn Pension Credit and Years of Vesting Service, provided that such Employee returns to or seeks employment with an Employer within 90 days after separation from active duty or termination of a disability incurred and commencing while in such military service.

- (2) In order to be granted Pension Credits and Vesting Service, a Participant must satisfy the conditions set forth in the Uniformed Services Employment and Reemployment Act of 1999 (USERRA) or other applicable federal law.

- (3) The cost of complying with this provision shall be assumed by the Plan.

Section 5.3. Years of Vesting Service.

(a) **General Rule.**

A Participant shall be credited with one Year of Vesting Service for each Plan Credit Year during the Contribution Period (including periods before he became a Participant) in which he worked in Covered Employment for 870 hours or more. For purposes of this section, a Participant will be considered as having worked 45 hours in Covered Employment for each weekly contribution required to be made to the Fund on his behalf. This rule is subject to the provisions of the following subsections.

(b) **Additions.**

If a Participant works for a Contributing Employer in a job not covered by this Plan and such employment is Continuous Employment with his work with that Employer in Covered Employment, his hours (or weeks) of employment in such

non-covered job during the Contribution Period after August 31, 1976, and while he continued as an employee of that Employer shall be counted toward a Year of Vesting Service.

(c) Exceptions.

A Participant shall not be entitled to credit toward a Year of Vesting Service for the following periods:

- (1) Years preceding a Permanent Break in Service as defined in Section 5.4(d) for periods prior to September 1, 1976.
- (2) Years preceding a Permanent Break in Service as defined in Section 5.4(c) for periods after August 31, 1976.
- (3) Years before January 1, 1971, unless the Participant earned at least three Years of Vesting Service after December 31, 1970.

Section 5.4. Breaks in Service.

(a) General.

If a person has a Break in Service before he has acquired the right to a pension, other than for disability, whether immediate or deferred, it has the effect of canceling his participation, his previously credited Years of Vesting Service, and his previous Pension Credits. However, a Break in Service may be temporary, subject to repair by a sufficient amount of subsequent service. A longer Break in Service may be permanent.

(b) One-Year Break in Service.

- (1) A person has a One-Year Break in Service in any Plan Credit Year after August 31, 1976, in which he fails to complete 435 hours of Work in Covered Employment.
- (2) The following time is to be counted as an hour of Work for the purpose of this Section:
 - (A) Hours of compensated Work in Covered Employment at the rate of 45 hours for each Weekly Contribution made or required to be made to the Fund on the Participant's behalf.
 - (B) Hours of Work in non-covered employment with a Contributing Employer creditable under Section 5.3(b).
- (3) A One-Year Break in Service is repairable in that its effects are eliminated if, before incurring a Permanent Break in Service, the Employee

subsequently reestablishes Participation in accordance with Section 2.4. More specifically:

- (A) participation is restored in accordance with provisions of Section 2.4; and
- (B) previously earned Years of Vesting Service and Pension Credits are restored.

Nothing in this paragraph (3) shall change the effect of a Permanent Break in Service.

- (c) Permanent Break in Service after August 31, 1976.

A person has a Permanent Break in Service if he has consecutive One-Year Breaks in Service, including at least one after August 31, 1976, that equal or exceed the number of Years of Vesting Service with which he has been credited.

However, a person shall not incur a Permanent Break in Service after August 31, 1986, until his consecutive One-Year Breaks equal at least five.

- (d) Permanent Break in Service Before September 1, 1976.

A person shall have incurred a Permanent Break in Service if, before September 1, 1976, a Participant fails to earn 1/4 Pension Credit during a period of 12 consecutive calendar months.

However, if a person who had a Permanent Break in Service before September 1, 1976, earns five or more Pension Credits on the basis of Work in Covered Employment his previously accumulated Pension Credits forfeited due to a Permanent Break in Service shall be reinstated.

- (e) Effect of a Permanent Break in Service.

If a person who has not earned at least 15 Pension Credits or has not attained Vested Status has a Permanent Break in Service:

- (1) his previous Pension Credits and Years of Vesting Service are cancelled; and
- (2) his participation is cancelled, with new participation being subject to the provisions of Section 2.2.

Section 5.5. Grace Periods.

It is recognized that, under defined circumstances, a Break in Service should not occur at the end of the specified period and a "Grace Period" should be recognized. A Participant shall be granted a Grace Period because of the following:

- (a) Total and Permanent Disability, in which case a Grace Period of up to one Plan Credit Year will be allowed during the continuance of such disability, but in the case of a Pensioner receiving a Disability Pension, the Grace Period shall not be less than the period for which he is receiving such Disability Pension. In order to secure the benefit of a disability Grace Period, a Participant must give written notice to the Trustees that he is disabled and meet the definition of Total and Permanent Disability. No Grace Period shall be granted for any period prior to one year preceding the receipt of such written notice, unless the Trustees find there were extenuating circumstances which prevented a timely filing.
- (b) Military service in the Armed Forces of the United States, in which case a Grace Period shall be granted for the entire time the Participant was engaged in such military service, provided he makes himself available for Work in Covered Employment within 90 days after separation from active service in the Armed Forces, or within 90 days after recovery from a disability incurred during military service.
- (c) Promotion of a Participant by an Employer to an employment category not covered by the Collective Bargaining Agreement in effect between the Employer and the Union or an Employee's acceptance of full-time employment with the International Union with whom Local Union 786 is affiliated. In such case, a Grace Period for the entire length of such employment will be granted, provided such Participant has accumulated at least one Pension Credit prior to his promotion. In order to secure the benefit of a Grace Period under this Section 5.5(c), an application in writing must be submitted to the Pension Fund Office within 12 months of the date that the Employee leaves Covered Employment.
- (d) Solely for the purpose of determining whether a One-Year Break in Service has occurred, the absence of the Employee from Service by reason of:
 - (1) her pregnancy,
 - (2) birth of a child of the Employee,
 - (3) placement of a child of the Employee in connection with his or her adoption of the child, or
 - (4) care for such child for a period beginning immediately after such birth or placement shall be credited as hours of Work to the extent that hours of Work would have been credited but for such absence (or, where that cannot be determined, eight hours of Work per day of absence) to a maximum of 501 hours for each such pregnancy, childbirth, or placement. The hours so credited shall be applied to the Plan Credit Year in which such absence begins if doing so will prevent the Employee from incurring a One-Year Break in Service in that Plan Credit Year; otherwise they shall be applied to the next Plan Credit Year. The Trustees may require, as a condition of granting such credit, that the Employee establish in timely

fashion and to the satisfaction of the Trustees that the Employee is entitled to such credit. This Section 5.5(d) shall apply only to absences that begin after August 31, 1986.

The exceptions noted in (a), (b), (c) and (d) of this Section 5.5 are not intended to add to the Pension Credits of a Participant. They are merely intended to set forth the periods which may be disregarded in determining whether a Break in Service has occurred.

- (e) Solely for the purpose of determining whether a Participant has incurred a Break in Service, any leave of absence granted by an Employer, up to 12 weeks, that qualifies under the Family and Medical Leave Act (FMLA), shall not be counted as a Break in Service for purposes of determining eligibility and vesting.

ARTICLE 6

SPOUSAL PENSIONS AND PRE-RETIREMENT SURVIVING SPOUSE ANNUITY

Section 6.1. General.

- (a) A pension payable to a married Participant is to be paid as a 50% Spousal Pension unless:
 - (1) the Participant and Spouse elect otherwise in accordance with Section 6.2(e);
 - (2) the spouse is not a Spouse as defined in Section 1.31; or
 - (3) the benefit is payable in a single sum under Section 3.27(h) or Section 7.14.
- (b) If a married Participant with a right to a pension, whether immediate or deferred, dies before his pension payments have started, a Pre-Retirement Surviving Spouse Annuity shall be payable as described in this Article.
- (c) To be eligible to receive the Survivor's Pension in accordance with a 50% Spousal Pension or a Pre-Retirement Surviving Spouse Annuity, the spouse must be a Spouse as defined in Section 1.31.
- (d) A Participant who does not have a Spouse shall be paid in the form of a Single-Life Annuity, unless the Participant elects an optional form of payment under Section 3.27.

Section 6.2. Spousal Pension at Retirement.

- (a) The pension of a Participant who is married to a Spouse on the Annuity Starting Date shall be paid in the form of a 50% Spousal Pension unless a valid waiver of that form of payment has been filed with the Plan. This includes a Disability Pension that is payable.
- (b) A 50% Spousal Pension means that the Participant will receive an adjusted monthly amount for life and, if the Participant dies before his Spouse, the latter will receive a monthly benefit for her lifetime of 50% of the Participant's adjusted monthly amount. The Participant's monthly amount shall be a percentage of the full monthly amount otherwise payable as a single-life Pension (after adjustment, if any, for early retirement) as follows:
 - (1) The percentage shall be 94% plus 0.2% for each full year that the Spouse is older than the Participant and minus 0.4% for each full year that the Spouse is younger than the Participant.

- (2) In no event should the factor determined above exceed 99%.
- (c) A Spousal Pension, once payments have begun, may not be revoked and the Pensioner's benefits may not be increased by reason of subsequent divorce or death of the Spouse before that of the Participant.
- (d) A retiring Participant shall be advised by the Trustees of the effect of payment on the basis of the 50%, 75% and 100% Spousal Pension, including a comparison of the full single-life Pension amount of the adjusted amount.
- (e) The 50% Spousal Pension may be waived in favor of a Single-Life Annuity or other optional form of benefit under Section 3.27 only as follows:
 - (1) The Participant files the waiver in writing in such form as the Trustees may prescribe, and the Participant's Spouse acknowledges the effect of the waiver and consents to it in writing, witnessed by a notary public or such representative of the Plan as the Trustees may designate for that purpose.
 - (2) The Participant establishes to the satisfaction of the Trustees that:
 - (A) he is not married;
 - (B) the Spouse whose consent would be required cannot be located; or
 - (C) consent of the Spouse cannot be obtained because of extenuating circumstances, as provided in Treasury Regulations.
 - (3) A waiver is valid only if a written explanation of the effect of the Spousal Pension has been provided to the Participant no earlier than 180 days before the Annuity Starting Date and no later than 30 days before the Annuity Starting Date. The Participant may file a new waiver or revoke a previous waiver at any time during the 180-day period prior to the Annuity Starting Date. Notwithstanding the foregoing, a Participant may commence receiving benefits before 30 days have elapsed from receipt of such notice provided the Participant and Spouse waive such 30-day advance waiting period, in favor of a seven-day period, in writing.
 - (4) Notices given to Participants pursuant to Code Section 411(a)(11) in Plan Years beginning after December 31, 2006 shall include a description of how much larger benefits will be if the commencement of distributions is deferred.
 - (5) Notices to Participants shall include the relative values of the various optional forms of benefit, if any, under the Plan as provided in Treasury Regulations Section 1.417(a)(3)-1.

- (6) A Spouse's consent to a waiver of the Spousal Pension shall be effective only with respect to that Spouse, and shall be irrevocable unless the Participant revokes the waiver to which it relates.
- (7) A Participant must file with the Trustees, before his Annuity Starting Date, a written representation on which the Trustees are entitled to rely concerning that Participant's marital status which, if false, gives the Trustees the right to adjust the dollar amount of the pension payments made to the alleged surviving Spouse so as to recover any benefits which may have been erroneously paid.

Section 6.3. Pre-Retirement Surviving Spouse Annuity.

- (a) If a Participant who has a Spouse dies before his pension payments start, a Pre-Retirement Surviving Spouse Annuity shall be paid to his surviving Spouse provided:
 - (1) he had met the service requirements for a pension, whether immediate or deferred, and
 - (2) he had at least one hour of Work after September 1, 1976.
- (b) If the Participant described in (a) above died at a time when he would have been eligible to begin receiving payment of a pension (other than a Disability Pension) had he retired, the surviving Spouse shall be entitled to a lifetime benefit determined in accordance with the provision of Section 6.2 as if the Participant had retired the day before he died.
- (c) If the Participant described in (a) above died before he would have been eligible to begin receiving pension payments had he retired (other than a Disability Pension if he died before its Annuity Starting Date), the surviving Spouse shall be entitled to a Pre-Retirement Surviving Spouse Annuity beginning with the month following the month in which the Participant died.

The amount will be determined as if the Participant:

- (1) had separated from service under this Plan on the earlier of the date he last worked in Covered Employment or the date of his death; and
- (2) had retired at age 55 or, if later his age the day before death with an immediate 50% Spousal Pension and died the next day, except that the amount for the surviving Spouse of a Participant with less than 15 Pension Credits will be based upon the accrued rate in Section 3.9(a) for which the Participant was eligible and will be reduced by 1/4 of 1% for each month the Participant is younger than Normal Retirement Age. If the Participant is younger than age 55 at death, he shall be considered age 55 for the purpose of reducing his benefit from Normal Retirement Age.

- (d) Notwithstanding any other provision of this Article, a Pre-Retirement Surviving Spouse Annuity shall not be paid in the form, manner or amount described above if one of the alternatives set forth in this section applies.
- (1) If the Actuarial Present Value of the benefit is less than \$5,000, the Trustees shall make a single-sum payment to the Spouse in an amount equal to that Actuarial Present Value as described in Section 7.14 in full discharge of the Pre-Retirement Surviving Spouse Annuity.
 - (2) The Spouse may elect in writing, filed with the Trustees, and on whatever form that may be prescribed, to defer commencement of the Pre-Retirement Surviving Spouse Annuity until a specified date that is no later than the first of the month or immediately before the date on which the Participant would have reached Applicable Age. The amount payable at that time shall be determined as described in paragraphs (b) and (c) of this section, except that the benefit shall be paid in accordance with the terms of the Plan in effect when the Participant last worked in Covered Employment (unless otherwise specified) as if the Participant had retired with a 50% Spousal Pension on the day before the surviving Spouse's payments are scheduled to start, and died the next day.

Section 6.4. Single Life Annuity.

A Single Life Annuity is a monthly annuity payable for the life of a Participant. If a Participant is married, elects a Single Life Annuity, and dies prior to receiving at least 60 monthly payments, his surviving Spouse shall receive the remainder of the 60 monthly payments. However, no further payments will be made if the surviving Spouse dies or remarries.

Section 6.5. Relation to QDRO.

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any alternate payee under a QDRO. Furthermore, a distribution to an alternate payee shall be permitted if such distribution is authorized by a QDRO. For the purposes of this Section, "alternate payee" shall have the meaning set forth under ERISA Section 206(d)(3) and Code Section 414(p) with respect to a Participant's pension. A QDRO shall take precedence over those of any later Spouse of the Participant under this Article.

A domestic relations order that otherwise satisfies the requirements for a QDRO will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the Annuity Starting Date or after the participant's death. A domestic relations order described in the prior sentence is subject to the same requirements and protections that apply to QDROs.

The Trustees of the Plan may adopt QDRO Procedures from time to time and the terms of the current QDRO Procedures are incorporated into the terms of this document by reference. Any conflict between the terms of the Plan and the QDRO Procedures shall be resolved by giving precedent to the terms of the Plan over the terms of the QDRO Procedures.

Section 6.6. Trustees' Reliance.

The Trustees shall be entitled to rely on written representations, consents, and revocations submitted by Participants, Spouses or other parties in making determinations under this Article and, unless such reliance is found to be arbitrary or capricious, the Trustees' determination shall be final and binding, and shall discharge the Fund and the Trustees from liability to the extent of the payments made. This means that, unless the Plan is administered in a manner determined to be inconsistent with the fiduciary standard of Part 4 of Title I of ERISA, the Fund shall not be liable under this Article for duplicate benefits with respect to the same Participant, or for surviving Spouse benefits in excess of the Actuarial Present Value of the benefits described in this article, determined as of the Annuity Starting Date of the Participant's pension or, if earlier, the date of the Participant's death.

Section 6.7. Benefit Adjustments if Payment of Preretirement Surviving Spouse Annuity Postponed.

- (a) Notwithstanding any other provisions of the Plan, if the Annuity Starting Date for the Preretirement Surviving Spouse Annuity is after the Participant's earliest retirement date, the benefit shall be determined as if the Participant had died on the surviving Spouse's Annuity Starting Date after retiring with a Spousal Pension the day before, taking into account any actuarial adjustments to the Participant's accrued benefit that would have applied as of that date.
- (b) If a surviving Spouse dies before the Annuity Starting Date for the Preretirement Surviving Spouse Annuity, that benefit will be forfeited and there will be no payments to any other party.
- (c) Notwithstanding any other provision of the Plan, all survivor benefits shall comply with the limits of Code Section 401(a)(9) and the incidental benefit rule and the regulations prescribed under them, including Treasury Regulations Sections 1.401(a)(9)-1 and 1.401(a)(9)-2.

Section 6.8. Designation of Beneficiary.

Any designation of a Beneficiary for purposes of the Five-Year Certain and Life Option or Ten-Year Certain and Life Option shall be made on forms approved by the Trustees. If the designated Beneficiary dies before the total 60 monthly payments or 120 monthly payments, respectively, have been made, then the remaining payments shall be made to the Beneficiary's estate.

Section 6.9. Missing Participants and Beneficiaries

If, the Participant, Pensioner or Beneficiary is entitled to receive a distribution and after due diligence (described below and in accordance with any related Plan policies), the Trustees are not able to locate a Participant, Pensioner or Beneficiary who is entitled to a payment(s) or payments under this Plan, the benefits of such Participant, Pensioner or Beneficiary shall be segregated on the books of the Fund until the Participant, Pensioner or Beneficiary is located or determined to be missing after due diligence. If the Participant, Pensioner or Beneficiary is

entitled to receive a distribution and is not located after such due diligence by the Trustees, the Participant, Pensioner or Beneficiary shall be classified as a “Missing Participant, Pensioner or Beneficiary” and his Plan benefit shall, if applicable, be forfeited. Any costs of locating a “Missing Participant, Pensioner or Beneficiary” may be charged to the Plan benefit of such “Missing Participant, Pensioner or Beneficiary.” Once deemed a “Missing Participant, Pensioner or Beneficiary,” such individual shall no longer be considered a Participant, Pensioner or Beneficiary under the Plan. If a “Missing Participant, Pensioner or Beneficiary” reappears after his Plan benefit has been forfeited, he may apply to the Plan for such benefit in accordance with the terms of this Plan.

Notwithstanding the above, a Participant’s benefit may be forfeited sooner in accordance with Section 7.14 (Small Benefit Cashouts), provided the steps to find such Participant outlined in this Section have been followed.

If a Missing Participant, Pensioner or Beneficiary has not claimed benefits, the Plan must make a reasonable effort toward finding the Missing Participant, Pensioner or Beneficiary before the benefits may be forfeited. Accordingly, the Plan shall: (i) use certified mail as opposed to standard delivery; (ii) check related Plan records to ascertain a proper or possible current address; (iii) check with the designated Beneficiary; (iv) use free internet locator resources, including search engines, public records, obituaries, and social media; and (v) if after exhausting the methods set forth in (i) through (iv) above, the Participant, Pensioner or Beneficiary remains missing, if deemed appropriate in the Trustees’ discretion based on factors such as the size of the benefit and the cost of further search efforts, use other internet search tools, locator services, credit reporting agencies, information brokers, investigation databases and analogous services that may involve charges.

If a vested benefit is forfeited pursuant to this Section (or Section 7.14), such vested benefit shall be restored (without earnings or losses being added to the actual amount forfeited) in the Plan Year in which such Participant or Beneficiary is located. The amount to be restored and distributed hereunder shall come, to the extent possible, from forfeitures that occur in the Plan Year in which the benefit is restored. To the extent such forfeitures are insufficient, the amounts necessary to completely restore and distribute to the Participant or Beneficiary the vested benefit will come from the general assets of the Fund.

ARTICLE 7

APPLICATIONS, BENEFIT PAYMENTS, RETIREMENT AND BENEFIT SUSPENSIONS

Section 7.1. Applications and Claims.

A pension must be applied for in writing in a form and manner prescribed by the Trustees and filed with the Trustees in advance of the date Pension payments are to commence.

A Participant must notify the Trustees in writing of the first month after retirement or other work cessation that would entitle the Participant to pension payments.

The Plan's procedures for processing claims and appeals comply with applicable Department of Labor regulations and are set forth in the Plan's Summary Plan Description. Such claim procedures must be exhausted before a Participant, Pensioner or Beneficiary pursues his claim in a court of law. Under no circumstances shall a claim be pursued after the limitations period described in the Summary Plan Description has expired.

Section 7.2. Information and Proof.

Every Participant, Beneficiary, or Pensioner shall furnish, at the request of the Trustees, any information or proof reasonably required to determine his benefits rights. If a person makes a willfully false statement material to an application or furnishes fraudulent information or proof, benefits not vested under this Plan (in accordance with Section 7.11) may be denied, suspended or discontinued as determined by Trustees. The Trustees shall have the right to recover any benefit payments made in reliance on any false or fraudulent statement, information or proof submitted by a Participant, Beneficiary, or Pensioner.

Section 7.3. Action of Trustees.

The Trustees are given sole discretionary powers to interpret the provisions of the Plan and shall exercise such powers in a uniform and non-discriminatory manner.

The Trustees or, where Trustee responsibility has been delegated to others, such other persons shall, subject to the requirements of the law, be the sole judges, in their sole discretion, of the standard of proof required in any case and the application and interpretation of the Plan, and decisions of the Trustees shall be final and binding on all parties.

All questions or controversies of whatsoever character arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to eligibility or any claim for benefits, as to the construction of the language of this Plan or any rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or account in connection with the operation of the Plan or otherwise, shall be submitted to the Board of Trustees for decision. In the event a claim for benefits has been denied, no lawsuit or other action against the Fund or its Trustees may be filed until the matter has been submitted for review and reviewed under the ERISA-mandated review procedure set forth in the Summary

Plan Description (which are incorporated herein by reference). The decision on review shall be binding upon all persons dealing with the Plan or claiming any benefit hereunder.

Section 7.4. Successor.

If a Participant dies before his entire Pension has been distributed, his Pension shall be payable to his Beneficiary. Typically, the Beneficiary will be the Participant's Spouse, if married and payment of any remaining benefit will be in accordance with any joint and survivor annuity option selected by the Participant. However, where payment(s) are owed by the Fund and the Participant is not married, the Spouse pre-deceases the Participant, or any other situation in which the Trustees deem it appropriate, any amount(s) so payable shall be paid in equal shares to the person(s) in the first of the following classes of relatives of the Participant surviving at the Participant's death:

- (a) Widow (including a widow who did not satisfy the definition of 'Spouse' as defined under the Plan)
- (b) Child or children
- (c) Parent or parents
- (d) Sibling or siblings
- (e) Grandchild or grandchildren
- (f) Executor or administrator of the Participant's estate.

Section 7.5. Reserved.

Section 7.6. Benefit Payments Generally.

- (a) A Participant who is eligible to receive benefits under the Plan and who makes application in accordance with the rules of the Pension Plan shall be entitled upon the Annuity Starting Date to receive the monthly benefits provided for the remainder of his life, subject to the other provisions of this Article and of any other applicable provisions of this Plan.
- (b) Pension benefits shall be payable commencing with the Annuity Starting Date. Pension benefits shall last be payable for the month in which the death of the Pensioner occurs except as provided in accordance with a survivor's pension option or any other provision of the Plan for payments after the death of the Pensioner.
- (c) Payment of benefits may begin sooner but shall begin no later than 60 days after the last of the following dates:
 - (1) The end of the Plan Credit Year in which the Participant attained Normal Retirement Age;

- (2) the end of the Plan Credit Year in which the Participant retired;
 - (3) the date the Participant filed a claim for benefits; and
 - (4) the date the Trustees were first able to ascertain entitlement to, or the amount of, the pension.
- (d) If the Annuity Starting Date is after the Participant's Normal Retirement Age, the monthly benefit will be the accrued benefit at Normal Retirement Age, actuarially increased for each complete calendar month between Normal Retirement Age and the Annuity Starting Date of the Pension, for which benefits were not suspended pursuant to the provisions of this Plan, and then converted as of the Annuity Starting Date of the Pension to the benefit payment form elected in the pension application or to the automatic form of Spousal Pension, if no other form is elected.
 - (1) If a Participant first becomes entitled to additional benefits after Normal Retirement Age, whether through additional service or because of a benefit increase, the actuarial increase in those benefits will start from the date they would first have been paid rather than Normal Retirement Age.
 - (2) The actuarial increase will be 1% per month for the first 60 months after Normal Retirement Age and 1.5% per month for each month thereafter.
- (e) Any additional benefits earned by a Participant in Covered Employment after the Annuity Starting Date will be determined at the end of each Plan Credit Year and will be payable as of September 1 following the end of the Plan Credit Year in which it accrued.

Section 7.7. Minimum Distribution Requirements.

- (a) Requirements of Treasury Regulations incorporated.

All distributions required under this Article shall be determined and made in accordance with Code Section 401(a)(9), including the incidental death benefit requirement in Code Section 401(a)(9)(G), and the Treasury Regulations thereunder.

- (b) Limits on distribution periods.

To the extent otherwise permitted under the terms of the Plan, as of the first Distribution Calendar Year, distributions to a Participant, if not made in a single sum, may only be made over one of the following periods:

- (1) The life of the Participant;
- (2) The joint lives of the Participant and a Designated Beneficiary;

- (3) A period certain not extending beyond the Life Expectancy of the Participant; or
 - (4) A period certain not extending beyond the joint life and last survivor expectancy of the Participant and a Designated Beneficiary.
- (c) Time and Manner of Distribution.
- (1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
 - (2) Death of Participant before distributions begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (A) Life Expectancy rule, Spouse is Beneficiary. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained his Applicable Age, if later.
 - (B) Life Expectancy rule, Spouse is not Beneficiary. If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31st of the calendar year immediately following the calendar year in which the Participant died.
 - (C) No Designated Beneficiary, 5-year rule. If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, then the Participant's entire interest will be distributed by December 31st of the calendar year containing the fifth anniversary of the Participant's death.
 - (D) Surviving Spouse dies before distributions begin. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 7.7(c)(2), other than Section 7.7(c)(2)(A), will apply as if the surviving Spouse were the Participant.

For purposes of this Section, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 7.7(c)(2)(D) applies, the date distributions are required to begin to the surviving Spouse under Section 7.7(c)(2)(A)). If annuity payments irrevocably commence to the

Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 7.7(c)(2)(A)), the date distributions are considered to begin is the date distributions actually commence.

- (3) Form of distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, distributions will be made in accordance with Section 7.7(d), (e), and (f) as of the first Distribution Calendar Year. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury Regulations thereunder. Any part of the Participant's interest which is in the form of an individual account described in Code Section 414(k) will be distributed in a manner satisfying the requirements of Code Section 401(a)(9) and the Treasury Regulations thereunder applicable to individual accounts.

(d) Determination of Amount to be Distributed Each Year.

- (1) General annuity requirements. A Participant who is required to begin payments as a result of attaining his or her Required Beginning Date, whose interest has not been distributed in the form of an annuity purchased from an insurance company or in a single sum on or before such date, may receive such payments in the form of annuity payments under the Plan. Payments under such annuity must satisfy the following requirements:
 - (A) The annuity distributions will be paid in periodic payments made at intervals not longer than one year;
 - (B) The distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 7.7(e) and (f);
 - (C) Once payments have begun over a period certain, the period certain will not be changed, even if the period certain is shorter than the maximum period permitted;
 - (D) Payments will either be nonincreasing or increase only to the extent permitted by one or more of the following conditions:
 - (i) By an annual percentage increase that does not exceed the annual percentage increase in an Eligible Cost-of-Living Index for a 12-month period ending in the year during which the increase occurs or the prior year;

- (ii) By a percentage increase that occurs at specified times (e.g., at specified ages) and does not exceed the cumulative total of annual percentage increases in an Eligible Cost-of-Living Index since the Annuity Starting Date, or if later, the date of the most recent percentage increase. In cases providing such a cumulative increase, an actuarial increase may not be provided to reflect the fact that increases were not provided in the interim years;
- (iii) To the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Section 7.7(e) dies or is no longer the Participant's Beneficiary pursuant to a QDRO;
- (iv) To allow a Designated Beneficiary to convert the survivor portion of a joint and survivor annuity into a single sum distribution upon the Participant's death;
- (v) To pay increased benefits that result from a Plan amendment or other increase in the Participant's accrued benefit under the Plan;
- (vi) By a constant percentage, applied not less frequently than annually, at a rate that is less than 5% per year;
- (vii) To provide a final payment upon the death of the Participant that does not exceed the excess of the Actuarial Present Value of the Participant's accrued benefit (within the meaning of Code Section 411(a)(7)) calculated as of the Annuity Starting Date using the applicable interest rate and the applicable mortality table described in Section 1.1 over the total of payments before the death of the Participant; or
- (viii) As a result of dividend or other payments that result from Actuarial Gains, provided:
 - (a) Actuarial Gain is measured not less frequently than annually;
 - (b) The resulting dividend or other payments are either paid no later than the year following the year for which the actuarial experience is measured or paid in the same form as the payment of the annuity over the remaining period of the annuity (beginning no later than the year following the year for which the actuarial experience is measured);

- (c) The Actuarial Gain taken into account is limited to actuarial gain from investment experience;
 - (d) The assumed interest rate used to calculate such Actuarial Gains is not less than 3%; and
 - (e) The annuity payments are not also being increased by a constant percentage as described in Section 7.7(d)(1)(D)(vi) above.
- (2) Amount required to be distributed by Required Beginning Date.
 - (A) In the case of a Participant whose interest in the Plan is being distributed as an annuity pursuant to Section 7.7(d)(1), the amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 7.7(c)(2)(A) or (c)(2)(B)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals refer to the frequency of payments or the periods between payments (e.g., monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.
 - (B) In the case of a single sum distribution of a Participant's entire accrued benefit during a Distribution Calendar Year, the amount that is the required minimum distribution for the Distribution Calendar Year (and thus not eligible for rollover under Code Section 402(c)) is determined under this Section 7.7(d)(2)(B). The portion of the single sum distribution that is a required minimum distribution is determined by treating the single sum distribution as a distribution from an individual account Plan and treating the amount of the single sum distribution as the Participant's account balance as of the end of the relevant valuation calendar year. If the single sum distribution is being made in the calendar year containing the Required Beginning Date and the required minimum distribution for the Participant's first Distribution Calendar Year has not been distributed, then the portion of the single sum distribution that represents the required minimum distribution for the Participant's first and second Distribution Calendar Years is not eligible for rollover.

- (C) Additional accruals after first Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues. Notwithstanding the preceding, the Plan will not fail to satisfy the requirements of this Section 7.7(d)(2)(C) and Code Section 401(a)(9) merely because there is an administrative delay in the commencement of the distribution of the additional benefits accrued in a calendar year, provided that the actual payment of such amount commences as soon as practicable. However, payment must commence no later than the end of the first calendar year following the calendar year in which the additional benefit accrues, and the total amount paid during such first calendar year must be no less than the total amount that was required to be paid during that year under this Section 7.7(d)(2)(C).
 - (D) Death after distributions begin. If a Participant dies after distribution of the Participant's interest begins in the form of an annuity meeting the requirements of this Article, then the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.
- (e) Requirements for Annuity Distributions That Commence During Participant's Lifetime.
- (1) Joint life annuities where the Beneficiary is the Participant's Spouse. If distributions commence under a distribution option that is in the form of a joint and survivor annuity for the joint lives of the Participant and the Participant's Spouse, the minimum distribution incidental benefit requirement will not be satisfied as of the date distributions commence unless, under the distribution option, the periodic annuity payment payable to the survivor does not at any time on and after the Participant's Required Beginning Date exceed the annuity payable to the Participant. In the case of an annuity that provides for increasing payments, the requirement of this Section 7.7(e)(1) will not be violated merely because benefit payments to the Beneficiary increase, provided the increase is determined in the same manner for the Participant and the Beneficiary. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and the Participant's Spouse and a period certain annuity, the preceding requirements will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.
 - (2) Joint life annuities where the Beneficiary is not the Participant's Spouse. If distributions commence under a distribution option that is in the form of a joint and survivor annuity for the joint lives of the Participant and a

Beneficiary other than the Participant's Spouse, then the minimum distribution incidental benefit requirement will not be satisfied as of the date distributions commence unless under the distribution option, the annuity payments to be made on and after the Participant's Required Beginning Date will satisfy the conditions of this Section 7.7(e)(2). The periodic annuity payment payable to the survivor must not at any time on and after the Participant's Required Beginning Date exceed the applicable percentage of the annuity payment payable to the Participant using the table set forth in Treasury Regulations Section 1.401(a)(9)-6, Q&A-2(c)(2). The applicable percentage is based on the adjusted Participant/Beneficiary age difference. The adjusted Participant/Beneficiary age difference is determined by first calculating the excess of the age of the Participant over the age of the Beneficiary based on their ages on their birthdays in a calendar year. If the Participant is younger than age 70, the age difference determined in the previous sentence is reduced by the number of years that the Participant is younger than age 70 on the Participant's birthday in the calendar year that contains the Annuity Starting Date. In the case of an annuity that provides for increasing payments, the requirement of this Section 7.7(e)(2) will not be violated merely because benefit payments to the Beneficiary increase, provided the increase is determined in the same manner for the Participant and the Beneficiary. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-Spouse Beneficiary and a period certain annuity, the preceding requirements will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.

- (3) Period certain annuities. Unless the Participant's Spouse is the sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Treasury Regulations Section 1.401(a)(9)-9 for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Treasury Regulations Section 1.401(a)(9)-9 plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 7.7(e)(3), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Treasury Regulations Section 1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's

and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

(f) Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin.

(1) Participant survived by Designated Beneficiary. If the Participant dies before the date that distribution of his interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 7.7(d)(2)(A) or (d)(2)(B), over the life of the Designated Beneficiary or over a period certain not exceeding:

(A) Unless the Annuity Starting Date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) If the Annuity Starting Date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of surviving Spouse before distributions to surviving Spouse begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section 7.7(f) will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 7.7(c)(2)(A).

(g) Definitions.

For purposes of this Section 7.7, the following terms shall be defined as follows:

(1) Actuarial Gain. Actuarial Gain means the difference between an amount determined using the actuarial assumptions (i.e., investment return, mortality, expense, and other similar assumptions) used to calculate the initial payments before adjustment for any increases and the amount

determined under the actual experience with respect to those factors. Actuarial Gain also includes differences between the amount determined using actuarial assumptions when an annuity was purchased or commenced and such amount determined using actuarial assumptions used in calculating payments at the time the Actuarial Gain is determined.

- (2) **Designated Beneficiary.** Designated Beneficiary means the individual who is designated as the Beneficiary under the Plan and is the Designated Beneficiary under Code Section 401(a)(9) and Treasury Regulations Section 1.401(a)(9)-4, Q&A-1.
- (3) **Distribution Calendar Year.** Distribution Calendar Year means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year that contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Section 7.7(c)(2).
- (4) **Eligible Cost-of-Living Index.** An Eligible Cost-of-Living Index means an index described below:
 - (A) A consumer price index that is based on prices of all items (or all items excluding food and energy) and issued by the Bureau of Labor Statistics, including an index for a specific population (such as urban consumers or urban wage earners and clerical workers) and an index for a geographic area or areas (such as a given metropolitan area or state); or
 - (B) A percentage adjustment based on a cost-of-living index described in subsection (A) above, or a fixed percentage, if less. In any year when the cost-of-living index is lower than the fixed percentage, the fixed percentage may be treated as an increase in an Eligible Cost-of-Living Index, provided it does not exceed the sum of:
 - (i) The cost-of-living index for that year, and
 - (ii) The accumulated excess of the annual cost-of-living index from each prior year over the fixed annual percentage used in that year (reduced by any amount previously utilized under this Section 7.7(g)(4)(B)).
- (5) **Life Expectancy.** Life Expectancy means the life expectancy as computed by use of the Single Life Table in Treasury Regulations Section 1.401(a)(9)-9.

Section 7.8. Retirement.

- (a) General Rule. To be considered retired under the Plan, a Participant must have separated from Covered Employment and must not be engaged in any Disqualifying Employment as described in Section 7.9.
- (b) Exceptions. A Participant who has separated from his previous employment, as defined in paragraph (a), shall be considered retired notwithstanding subsequent employment or re-employment with a Contributing Employer for less than 40 hours in any month.

Section 7.9. Suspension of Benefits.

- (a) Before Normal Retirement Age.
 - (1) The monthly benefit shall be suspended for any month in which the Participant is employed in Disqualifying Employment for 40 hours or more before he has attained Normal Retirement Age. “Disqualifying Employment” for the period before Normal Retirement Age is:
 - (A) employment in the bargaining units described in the Collective Bargaining Agreements establishing the Pension Fund, or which have provided, or do provide, for contributions to the Pension Fund; or
 - (B) employment by the Union or the Fund or the Trust Estate of the Local Union 786 Building Material Pension Fund and the Trust Estate of the Building Material Chauffeurs, Teamsters and Helpers Union Welfare Fund of Chicago, Employers under the Plan; or
 - (C) self-employment in the same or related business as any Employer.

For purposes of this subsection (a), there shall be no limit to the geographical area covered. In addition, paid non-work time shall be counted toward the 40-hour threshold if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. However, time compensated under a Workers’ Compensation or temporary disability benefits law shall not be so counted.

- (2) The monthly benefit shall be suspended for any month in which the Participant is employed to any extent in Totally Disqualifying Employment before he has attained Normal Retirement Age.

“Totally Disqualifying Employment” means employment or self-employment not for a Contributing Employer that is:

- (A) in an industry covered by the Plan when the Participant’s pension payments began,

- (B) in the geographic area covered by the Plan when the Participant's pension began, and
- (C) in any occupation in which the Participant worked under the Plan at any time or any occupation covered by the Plan at the time the Participant's pension payments began.

However, if a Participant worked in Covered Employment only in a skilled trade or craft, employment or self-employment shall be Totally Disqualifying Employment only if it is in work that involves the skill(s) of that trade or craft directly or, as in the case of supervisory work, indirectly.

The term "industry covered by the Plan" means the Building Material Industry and any other industry in which Employees covered by the Plan were employed when the Participant's pension began, or, but for suspension under this Article, would have begun.

The geographic area covered by the Plan is the State of Illinois and all of any Standard Metropolitan Statistical Area which falls in part within Illinois and any other area covered by the Plan when the Participant's pension payments began or, but for suspension under this article, would have begun.

The geographical area covered by the Plan shall also include any area covered by a plan which, under a reciprocal agreement in effect when the Participant's pension payments began, had forwarded contributions to this Plan, on the basis of which this Plan accrued benefits for the Participant.

If a retired Participant re-enters Covered Employment to an extent sufficient to cause a suspension of benefits, and his pension payments are subsequently resumed, the industry and area covered by the Plan "when the Participant's pension began" shall be the industry and area covered by the Plan when his pension was resumed.

- (3) In addition, the monthly benefits shall be suspended for the six consecutive months after any consecutive period of one or more months during which the Participant was engaged in Disqualifying Employment or Totally Disqualifying Employment. If the Participant has failed to notify the Plan of employment that may be the basis for suspension of benefits under paragraph (1) or (2), in accordance with the notification requirements of subsection (d), or has willfully misrepresented to the Plan with respect to Disqualifying Employment, the monthly benefit shall be suspended for an additional period of six months.

The Trustees may, for good cause, waive either or both of these additional periods of suspension. The provisions of this paragraph (3)(a) shall not, however, result in the suspension of the benefit for any month after the Participant has attained Normal Retirement Age.

- (b) **After Normal Retirement Age.** If the Participant has attained Normal Retirement Age, his monthly benefit shall be suspended for any month in which he worked or was paid for at least 40 hours in Totally Disqualifying Employment, as defined in 7.9(a)(2) above. Paid non-work time shall be counted toward the 40-hour threshold if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. However, time compensated under a Workers' Compensation or temporary disability benefits law shall not be so counted.

(1)

- (c) **Definition of Suspension.** "Suspension of Benefits" for a month means non-entitlement to benefits for the month. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recoverable through deductions from future pension payments, pursuant to subsection (f), and in accordance with this Section 7.9.

- (d) **Notices.**

- (1) Upon commencement of pension payments, the Trustees shall notify the Pensioner of the Plan rules governing suspension of benefits, including identity of the industries and area covered by the Plan. If benefits have been suspended and payment resumed, new notification shall, upon resumption, be given to the Participant, if there has been any material change in the suspension rules or the identity of the industries or area covered by the Plan.
- (2) A Pensioner shall notify the Plan in writing 15 days after starting any work of a type that is or may be disqualifying under the provisions of the Plan and without regard to the number of hours of such work (that is, whether or not less than 40 hours in a month). If a Pensioner has worked in Disqualifying Employment in any month and has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he worked for at least 40 hours in such month and any subsequent month before the Participant gives notice that he has ceased Disqualifying Employment. The Participant shall have the right to overcome such presumption by establishing to the satisfaction of the Trustees that his work was not in fact an appropriate basis, under the plan, for suspension of his benefits.

The Trustees shall inform all retirees at least once every 12 months of the reemployment notification requirements and the presumption set forth in this paragraph.

- (3) A Pensioner whose pension has been suspended shall notify the Plan when Disqualifying Employment has ended. The Trustees shall have the right to hold back benefit payments until such notice is filed with the Plan.

- (4) A Participant may ask the Plan whether a particular employment will be disqualifying.
- (5) The Plan shall inform a Participant of any suspension of benefits by notice given by personal delivery or first-class mail during the first calendar month in which his benefits are withheld.

(e) Review.

A Participant shall be entitled to a review of a determination suspending his benefits by written request filed with the Trustees within 90 days of the notice of suspension.

The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be disqualifying.

(f) Resumption of Benefit Payments.

(1) Benefits shall be resumed for the months after the last month for which benefits were suspended, with payments beginning no later than the third month after the last calendar month for which the Participant's benefit was suspended, provided the Participant has complied with the notification requirements of subparagraph (d)(3) above.

(2) Overpayments attributable to payments made for any month or months for which the Participant had Disqualifying Employment shall be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit for a month after the Participant attained Normal Retirement Age shall not exceed 25% of the pension amount (before deduction), except that the Plan may withhold up to 100% of the first pension payment made upon resumption after a suspension. If a Pensioner dies before recoupment of overpayment has been completed, deduction shall be made from the benefits payable to his Beneficiary or Spouse receiving a pension subject to the 25% limitation on the rate of deduction.

(g) Required Beginning Date. Notwithstanding any other provision of this section, as of the Participant's Required Beginning Date, no Employment will be considered Disqualifying Employment with respect to the Participant.

Section 7.10. Benefit Payments Following Suspension.

(a) Benefit Calculations

(1) A Pensioner (except disability pensioner) who returns to Covered Employment and completes a Year of Vesting Service shall have his pension recalculated as of the following November 1, with such recalculation being retroactively effective to the immediately preceding

September 1. If such a pensioner resumes receiving pension payments during a Plan Credit Year, the monthly payment will be the amount calculated effective as of the prior September 1 and the monthly amount shall be adjusted effective as of the following September 1 as described below.

- (2) Each September 1 the benefit calculation will be based on the Employee's then attained age and will include any additional accruals earned during the prior Plan Credit Year, reduced by the Actuarial Equivalent of any pension payments made prior to Normal Retirement Age. The amount of such reduction shall be calculated by dividing the amount of the pensioner's payments prior to Normal Retirement Age by the factor in Appendix B that corresponds to the Participant's age when payments resume. In no event will the new monthly benefit be less than the prior monthly amount.
- (b) A Spousal option in effect immediately prior to suspension of benefits, and any other benefit following the death of the Pensioner, shall remain effective if the Pensioner's death occurs while his benefits are in suspension.
- (c) A Pensioner who returns to Covered Employment and accrues additional benefits shall be entitled to have their benefit reinstated; however, the election as to form of benefit payment originally specified by the Pensioner in their prior application for benefits shall remain in effect with respect to any such additional accrued benefits.

Section 7.11. Vested Status or Nonforfeitability.

- (a) ERISA requires that certain of the benefits under this Plan be vested (or be "non-forfeitable" under ERISA). Once a Participant has become vested in his benefit under the Plan he has acquired "Vested Status."
- (b) Vested Status is earned as follows:
 - (1) A Participant's right to his Normal Retirement Benefit is nonforfeitable upon his attainment of Normal Retirement Age, except to the extent that benefits are cancelled pursuant to Section 8.4 because the Employer has ceased to contribute to the Plan with respect to the employment unit in which the Participant was employed.
 - (2) A Participant who has one hour of Work on or after September 1, 1999, acquires Vested Status after completion of five Years of Vesting Service (as described in Section 5.3). Prior to September 1, 1999, a Participant acquired Vested Status after completion of ten Years of Vesting Service. A Participant who performs work in Non-Bargained Employment acquires Vested Status in accordance with Section 8.13(b).

Years of Vesting Service that are not taken into account because of a Permanent Break in Service do not count in determining a Participant's Vested Status.

- (c) ERISA also provides certain limitations on any plan amendment that may change the Plan's vesting schedule. In accordance with those legal limitations, no amendment of this Plan may take away a Participant's Vested Status if he has already earned it at the time of the amendment. Also, an amendment may not change the schedule on the basis of which a Participant acquires Vested Status, unless each Participant who has credit for at least three Years of Vesting Service at the time the amendment is adopted or effective (whichever is later) is given the option of achieving Vested Status on the basis of the pre-amendment schedule. That option may be exercised within 60 days after the latest of the following date:
 - (1) when the amendment was adopted,
 - (2) when the amendment became effective, or
 - (3) when the Participant was given written notice of the amendment.
- (d) For purposes of applying the provisions of this Section and of determining when a Participant has acquired nonforfeitable rights, as defined under the law, a person who has completed the required number of Years of Vesting Service will be 100% vested. While this Plan provides Regular, Deferred, Early Retirement, Reciprocal and Disability Pensions on the basis of requirements that may be met by some Participants who have not completed the required number of Years of Vesting Service, such eligibility rules represent provisions of the Plan above and beyond its vesting schedule.

Section 7.12. Incompetence or Incapacity of a Pensioner or Beneficiary.

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

If a Pensioner or Beneficiary appears to be incompetent, the Trustees, can require a court order directing pension payment to a proper party.

Section 7.13. Non-Assignment of Benefits.

- (a) No Participant, Pensioner or Beneficiary hereunder shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, or impair in any manner his legal or beneficial interest in the assets of the Pension Fund, or benefits of the Pension Plan. Neither the Pension Fund nor any assets thereof

shall be liable for the debts of any Participant, Pensioner or Beneficiary entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court action or proceeding.

- (b) Notwithstanding subsection (a) or any other provision of the Plan, benefits shall be paid in accordance with a QDRO, and with written procedures adopted by the Trustees in connection with such QDROs, which shall be binding on all Participants, Beneficiaries and other parties. In no event shall the existence or enforcement of a QDRO cause the Fund to pay benefits with respect to a Participant in excess of the Actuarial Present Value of the Participant's benefits without regard to the QDRO, and benefits otherwise payable under this Plan shall be reduced by the Actuarial Present Value of any payment ordered to be made under a QDRO.

Section 7.14. Small Benefit Cashouts.

If the Actuarial Present Value of an accrued benefit of a Participant who is eligible for a Pension:

- (a) does not exceed \$1,000, such amount shall be paid to such Participant in a lump sum payment that is the Actuarial Present Value of the accrued benefit, unless the Participant elects to have such amount directly transferred to an eligible retirement plan as that term is defined in Code Section 402(c)(8)(B); or
- (b) exceeds \$1,000 but is less than \$5,000; the Participant may elect a Pension or a lump sum payment that is the Actuarial Present Value of the Pension.

This section shall not apply after payment of the Participant's pension has begun unless the Participant or Beneficiary consents in writing to the single-sum distribution. Such lump sum payment or direct transfer shall be made as soon as reasonably practicable after the Participant ceases to be an Employee.

If a Participant cannot be located in accordance with procedures specified under Section 6.9, such benefit shall be forfeited immediately once the location steps have been taken and Participant cannot be located and such amount shall be treated as a Forfeiture in accordance with Section 6.9.

Section 7.15. No Right to Assets.

No person other than the Trustees of the Pension Fund shall have any right, title or interest in any of the income, or property of any funds received or held by or for the account of the Pension Fund and no person shall have any right to benefits provided by the Pension Plan except as expressly provided herein.

Section 7.16. HEART Act

In the case of a death occurring on or after January 1, 2007, if a Participant dies or becomes Disabled while performing qualified military service (as defined in Code Section

414(u)), the Beneficiaries of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

ARTICLE 8

MISCELLANEOUS

Section 8.1. Non-Reversion.

It is expressly understood that in no event shall any of the corpus or assets of the Pension Fund revert to the Employers or be subject to any claims of any kind or nature by the Employers, except for the return of an erroneous contribution a permitted by law and the terms of the Trust Agreement.

Section 8.2. Limitation of Liability.

The Pension Plan has been established on the basis of an actuarial calculation which has established to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of the Code and ERISA. Except for liabilities which may result from provisions of ERISA, or law, nothing in this Plan shall be construed to impose any obligation to contribute beyond the obligation of the employer to make contributions as stipulated in its Collective Bargaining Agreement with the Union.

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

Section 8.3. New Employers.

- (a) If an Employer is sold, merged or otherwise undergoes a change of company identity or ownership, the successor company shall participate as to the employees theretofore covered in the Pension Plan just as if it were the original company, provided it remains a Contributing Employer.
- (b) No new employer may be admitted to participation in the Pension Fund and this Pension Plan except upon approval by the Trustees. The participation of any such new employer shall be subject to such terms and conditions as the Trustees may lawfully prescribe including, but not limited to, the imposition of waiting periods in connection with the commencement of benefits, a requirement for retroactive contributions or the application of modified benefit conditions and amounts. In adopting applicable terms and conditions, the Trustees shall take into account such requirements as they may deem necessary to preserve the actuarial soundness of the Pension Fund and to preserve an equitable relationship with the contributions required from other participating Employers and the benefits provided to their Employees.

Section 8.4. Terminated Employer.

- (a) The provisions of this section establish the respective obligations of the Pension Fund and of the Employer in the event that an Employer ceases to participate in the Pension Fund as a Contributing Employer with respect to a bargaining unit.
- (b) An Employer ceases to participate in the Pension Fund with respect to a bargaining unit if it is determined by the Trustees to be terminated because it no longer has a Collective Bargaining Agreement for the bargaining unit requiring contributions to the Pension Fund or because it fails to make the contributions for which it is obligated for the unit for a period of 120 days.
- (c) Upon the termination of the participation of an Employer unit, the Trustees may, in the interest of preserving the actuarial soundness of the Pension Fund, limit the liability of the Fund so that it is not liable for benefits accrued as a result of service within a bargaining unit before it participated in the Plan, and after it ceased to participate in the Plan, and moreover, is not liable for benefits that cannot be paid out of net contributions. Net contributions shall be the contributions received from the Employer with respect to the terminated unit, less the sum of benefits paid during the participation of the Employer unit and attributable to Participants' service in the terminated unit, each adjusted for administration expenses and investment yield as determined by the Trustees on a reasonable basis. Neither shall the Trustees, the Employers who remain as Contributing Employers (with respect to the units for which they continue to maintain this Plan), or the Union be obliged to make such payments.

Any benefits not paid on the basis of this section shall be the obligation of the Employer.

- (d) The Trustees may discharge their liability under this section by allocating assets sufficient to meet their liability for benefits, as defined under section (c), or by transferring such assets to a successor plan, if one has been established by the Employer or to the Pension Benefit Guaranty Corporation, or to a Trustee appointed pursuant to Title IV of the ERISA.
- (e) The Trustees may amend this section if, and to the extent, necessary to retain the status of the Plan as a multiemployer pension plan under ERISA.

Section 8.5. Mergers and Consolidations.

This Pension Plan may not merge or consolidate with, or transfer its assets or liabilities to, any other plan, unless each Participant in the plan would (if the Plan then terminated) receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated). This section shall apply in the case of this Plan only to the extent determined by the Pension Benefit Guaranty Corporation.

Section 8.6. Gender.

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

Section 8.7. Governing Law and Venue.

The provisions of the Plan shall be construed, administered and enforced in accordance with the provisions of ERISA and, to the extent applicable, the laws of the state of Illinois. All contributions to the Trust shall be deemed to take place in the state of Illinois. The exclusive venue for resolving any disputes arising out of or relating to this Agreement shall be the United States District Court for the Northern District of Illinois Eastern Division.

Section 8.8. Amendment.

This Plan may be amended, modified or terminated at any time by the Trustees consistent with the provisions of the Trust Agreement. However, no amendment may decrease the accrued benefit of any Participant, except:

- (a) as necessary to establish or maintain the qualifications of the Plan or the Trust Fund under the Code and to maintain compliance of the Plan with the requirements of ERISA, or
- (b) if the amendment meets the requirements of ERISA Section 302(c)(8) and Code Section 412(c)(8), and the Secretary of Labor has been notified of such amendment and has either approved of it or, within 90 days after the date on which such notice was filed, he failed to disapprove.

Notwithstanding the above, no amendment to the Plan (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit. For purposes of this paragraph, a Plan amendment that has the effect of (1) eliminating or reducing an early retirement benefit or a retirement-type subsidy, or (2) eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing accrued benefits. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy. Notwithstanding the preceding sentences, a Participant's accrued benefit, early retirement benefit, retirement-type subsidy, or optional form of benefit may be reduced to the extent permitted under Code Section 411(d)(6) (for Plan Credit Years beginning after December 31, 2007), or to the extent permitted under Treasury Regulation Sections 1.411(d)-3 and 1.411(d)-4. For purposes of this paragraph, a retirement-type subsidy is the excess, if any, of the actuarial present value of a retirement-type benefit over the actuarial present value of the accrued benefit commencing at Normal Retirement Age or at actual commencement date, if later, with both such actuarial present values determined as of the date the retirement-type benefit commences.

Section 8.9. Termination.

(a) Right to Terminate.

The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. The rights of all affected Participants to benefits accrued to the date of the termination, partial terminations, or discontinuance to the extent funded as of such date shall be nonforfeitable.

(b) Priorities of Allocation.

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

(1) First, in the case of benefits payable as a pension:

- (A) in the case of the pension of a Participant or Beneficiary which was in pay status as of the beginning of the three-year period ending on the termination date of the Plan, to each such pension, based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which such pension would be the least. The lowest pension in pay status during the three-year period shall be considered the pension in pay status for such period.
- (B) in the case of a pension of a Participant or Beneficiary which would have been in pay status as of the beginning of such three-year period if the Participant had retired prior to the beginning of the three year period if his pension had commenced (in the standard form) as of the beginning of such period, to each such pension based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which the pension would be the least.

(2) Second, to all other benefits (if any) of the individuals under the Plan guaranteed under Title IV of ERISA.

(3) Third, to all other vested benefits under the Plan.

(4) Fourth, to all other benefits under the Plan.

(c) Allocation Procedure.

For purposes of Section 8.9(b) hereof:

- (1) The amount allocated under any paragraph of Section 8.9(b) with respect to any benefit shall be properly adjusted for any allocation of assets with respect to that benefit under a prior paragraph of that subsection.

- (2) If the assets available for allocation under any paragraph of Section 8.9(b) (other than paragraphs (3) and (4)) are insufficient to satisfy in full the benefits of all individuals which are described in that paragraph, the assets shall be allocated pro-rata among such individuals on the basis of the present value (as of the termination date) of their respective benefits described in that paragraph.
- (3) This paragraph applies if the assets available for allocation under Section 8.9(b)(3) are not sufficient to satisfy in full the benefits of individuals described in that paragraph.
 - (A) If this paragraph applies, except as provided in paragraph (B) below, the assets shall be allocated to the benefits of individuals described in Section 8.9(b)(3) on the basis of the benefits of individuals which would have been described in such Section 8.9(b)(3) under the Plan as in effect at the beginning of the five-year period ending on the date of Plan termination.
 - (B) If the assets available for allocation under Section 8.9(c)(3)(A) are sufficient to satisfy in full the benefits described in such paragraph (without regard to this paragraph), then for purposes of Section 8.9(c)(3)(A), benefits of individuals described in such paragraph shall be determined on the basis of the Plan as amended by the most recent Plan amendment effective during such five-year period under which the assets available for allocation are sufficient to satisfy in full the benefits of individuals described in Section 8.9(c)(3)(A) and any assets remaining to be allocated under Section 8.9(c)(3)(A) on the basis of the Plan as amended by the next succeeding Plan Amendment effective during such period.

(d) Compliance with ERISA

The provisions of Section 8.9 are intended to comply with the provisions of ERISA (and any regulations issued thereunder). If there is any discrepancy between the provisions of Section 8.9, and the provisions of ERISA, such discrepancy shall be resolved in such a way as to comply with ERISA. No liquidation of assets and payment of benefits (or provisions therefore) shall actually be made by the Trustees until applicable requirements, if any, of ERISA governing terminations have been, or are being, complied with or appropriate authorizations, waivers, exemptions or variances have been, or are being obtained.

Section 8.10. Manner of Distribution

Subject to the foregoing provisions of this Article, to the extent that no discrimination in value results, any distribution after termination of this Plan may be made, in whole or in part, in cash, in securities or other assets in kind, or in annuity contracts, as the Trustees (in their discretion) may determine. All non-cash distributions shall be valued at fair market value as of the date of distribution.

Section 8.11. Overpayments

- (a) Overpayment of benefits to a Participant shall, at the discretion of the Trustees, be recouped as deductions from future benefits payments otherwise paid or payable to the Participant. If a Participant dies before recoupment of overpayment has been completed, deductions shall be made, at the Trustees discretion, from the benefits payable to his Beneficiary or Spouse receiving benefits under the Plan.
- (b) Notwithstanding the above, ERISA §206(h) provides special rules applicable to benefit overpayments due to an inadvertent benefit overpayment by the Plan (i.e., not due to fraud or misrepresentation), the responsible Plan fiduciary will not be considered to have failed to comply with ERISA merely because the fiduciary determines, in the exercise of its discretion, not to seek recovery of all or part of the overpayment from:
 - (1) any Participant, Pensioner or Beneficiary,
 - (2) any plan sponsor of a qualified plan that received a rollover distribution in error, or
 - (3) any fiduciary of the Plan, other than a fiduciary (including a Plan sponsor or contributing Employer acting in a fiduciary capacity) whose breach of its fiduciary duties resulted in an overpayment, provided that if the Plan has established prudent procedures to prevent and minimize overpayment of benefits and the relevant Plan fiduciaries have followed those procedures, an inadvertent benefit overpayment will not give rise to a breach of fiduciary duty.
- (c) Reduction in future benefit payments and recovery from responsible party.
 - (1) Subsection (b) won't fail to apply with respect to any inadvertent benefit overpayment merely because, after discovering that overpayment, the responsible Plan fiduciary:
 - (A) reduces future benefit payments to the correct amount provided for under the terms of the Plan, or
 - (B) seeks recovery from the person or persons responsible for the overpayment.
- (d) Employer funding obligations.
 - (1) Nothing in this Section will relieve an Employer of any obligation imposed on it to make contributions to the Plan, or to prevent or restore an impermissible forfeiture in accordance with ERISA § 203.
- (e) Recoupment from Participants, Pensioners and Beneficiaries.

- (1) If the responsible Plan fiduciary, in the exercise of its fiduciary discretion, decides to seek recoupment from a Participant, Pensioner or Beneficiary of all or part of an inadvertent benefit overpayment (i.e., not one due to fraud or misrepresentation) made by the Plan to that Participant, Pensioner or Beneficiary, it may do so, subject to the following conditions:
 - (A) No interest or other additional amounts (such as collection costs or fees) are sought on overpaid amounts for any period.
 - (B) If the plan seeks to recoup past overpayments of a non-decreasing annuity by reducing future benefit payments:
 - (i) the reduction ceases after the plan has recovered the full dollar amount of the overpayment,
 - (ii) the amount recouped each calendar year does not exceed 10% of the full dollar amount of the overpayment, and
 - (iii) future benefit payments are not reduced to below 90% of the periodic amount otherwise payable under the terms of the plan.
 - (C) Alternatively, if the plan seeks to recoup past overpayments of a non-decreasing annuity through one or more installment payments, the sum of those installment payments in any calendar year does not exceed the sum of the reductions that would be permitted in that year under the preceding sentence.
- (2) If the plan seeks to recoup past overpayments of a benefit other than a non-decreasing annuity, the plan satisfies requirements developed by the DOL.
- (3) Efforts to recoup overpayments are:
 - (A) not accompanied by threats of litigation, unless the responsible plan fiduciary makes a determination that there is a reasonable likelihood of success to recover an amount greater than the cost of recovery, and
 - (B) not made through a collection agency or similar third party, unless the Participant, Pensioner or Beneficiary ignores or rejects efforts to recoup the overpayment following either a final judgment in federal or state court, or a settlement between the Participant, Pensioner or Beneficiary and the plan, in either case authorizing such recoupment.

- (4) Recoupment of past overpayments to a participant is not sought from any Beneficiary of the Participant, including a Spouse, surviving Spouse, former Spouse, or other Beneficiary.
 - (5) Recoupment may not be sought if the first overpayment occurred more than three years before the Participant, Pensioner or Beneficiary is first notified in writing of the error, except in the case of fraud or misrepresentation by the Participant/Pensioner or any person acting on behalf of the Participant/Pensioner.
 - (6) A Participant, Pensioner or Beneficiary from whom recoupment is sought is entitled to contest all or part of the recoupment pursuant to the claims procedures of the Plan that made the overpayment to the extent those procedures are consistent with ERISA § 503.
 - (7) In the case of an inadvertent benefit overpayment from the Plan to an eligible retirement plan (as defined in Code Sec. 402(c)(8)(B)) by or on behalf of a Participant, Pensioner or Beneficiary:
 - (A) the Plan must notify the plan receiving the rollover of the dispute,
 - (B) the plan receiving the rollover must retain the overpayment on behalf of the Participant, Pensioner or Beneficiary (and must be entitled to treat the overpayment as plan assets) pending the outcome of those procedures, and
 - (C) the portion of the overpayment with respect to which recoupment is sought on behalf of the Plan must be permitted to be returned to the Plan if it is determined to be an overpayment (and the plans making and receiving the transfer must be treated as permitting the transfer).
 - (8) In determining the amount of recoupment to seek, the responsible Plan fiduciary may take into account the hardship that recoupment likely would impose on the Participant, Pensioner or Beneficiary.
- (f) Effect of culpability.
- (1) The provisions of this Section must not apply to protect a Participant, Pensioner or Beneficiary who is culpable. For these purposes, a Participant, Pensioner or Beneficiary is culpable if the individual bears responsibility for the overpayment (such as through misrepresentations or omissions that led to the overpayment), or if the individual knew that the benefit payment or payments were materially in excess of the correct amount. Notwithstanding the preceding sentence, an individual is not culpable merely because the individual believed the benefit payment or payments were or might be in excess of the correct amount, if the individual raised that question with an authorized Plan representative and

was told the payment or payments were not in excess of the correct amount.

Section 8.12. Residual Amounts

In no event shall the Employers receive any amounts from the Pension Fund upon termination of this Plan, and such amounts, if any, as may remain after the satisfaction of all liabilities of this Plan and arising out of any variations between actuarial requirements and expected actuarial requirements shall be apportioned among Participants in any equitable manner as determined by the Trustees.

Section 8.13. Non-Bargained Employees

- (a) Non-Bargained Employee.

A “Non-Bargained Employee” means a person who is employed by an Employer and who is not covered by a Collective Bargaining Agreement, but is covered by another written agreement requiring Employer Contributions on his or her behalf.

- (b) Vesting for Non-Bargained Employee.

- (1) Non-Bargained Employees.

A Non-Bargained Employee who has at least one Hour of Service after August 31, 1989, will attain Vested Status after accumulating five Years of Vesting Service in Nonbargained Work, as defined below.

- (2) Transfer Between Bargained and Non-Bargained Status.

- (A) If a Participant has worked at different times in employment covered by a Collective Bargaining Agreement (“Bargained Work”) and leaves such Bargained Work and continues to work for an Employer in Continuous Employment (“Nonbargained Work”) the following rules shall apply:

- (i) The maximum credit a Participant may receive for any Plan Credit Year is one Year of Vesting Service. If a Participant works part of a Plan Credit Year in Nonbargained Work and part of a Plan Credit Year in Bargained Work, the Participant will receive credit for the Plan Credit Year as a Bargained Year if the majority of the hours of service were in Bargained Work; and conversely, the Participant will receive credit for that Plan Credit Year as a Nonbargained Year if the majority of hours of service were in Nonbargained Work; provided, however, if an Employee works 1,000 hours of service in Nonbargained Work in a Plan Credit Year the Employee shall receive credit for that year as a Year of Vesting Service in Nonbargained Work.

- (ii) A Participant to whom this Subsection (ii) applies will acquire Vested Status when the Participant's combined years of Vesting Service attributable to Bargained Work and Nonbargained Work equal ten, or if sooner, when the Participant's Years of Vesting Service attributable to Nonbargained Work equal five.

(3) Break in Service.

Years of Vesting Service that are not taken into account because of a Permanent Break in Service do not count in determining a Participant's Vested Status.

(c) Nondiscrimination, Coverage, and Participation.

- (1) Participation in the Plan by Non-Bargained Employees shall be in compliance with Code Section 401(a)(4) (nondiscrimination rules), Code Section 410(b) (coverage rules), and Code Section 401(a)(26) (minimum participation rules).

A Non-Bargained, Highly Compensated Employee shall not receive any Pension Credit (although vesting credit may be earned) for any Plan Credit Year in which the Employer fails to meet the requirements of Code Sections 410(b) and 401(a)(26) with respect to coverage and participation of Non-Bargained Employees. Code Section 401(a)(26) applies during any Plan Credit Year in which there are less than 50 Participants, including Participants covered by a Collective Bargaining Agreement.

ARTICLE 9

CODE SECTION 415 MAXIMUM LIMITS

Section 9.1. Annual Benefit.

- (a) Annual Benefit. The Annual Benefit otherwise payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, then the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.
- (b) Adjustment if in two defined benefit plans. If the Participant is, or has ever been, a Participant in another qualified defined benefit plan maintained by the Participant's employer or a Predecessor Employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the Participant's benefit shall be limited in accordance with the terms of the Plans.

Section 9.2. Definitions.

For purposes of this Article, the following definitions apply.

- (a) Annual Benefit. "Annual Benefit" means a benefit that is payable annually in the form of a Straight Life Annuity. Except as provided below, where a benefit is payable in a form other than a Straight Life Annuity, the benefit shall be adjusted to an actuarially equivalent Straight Life Annuity that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Article. For a Participant who has or will have distributions commencing at more than one Annuity Starting Date, the Annual Benefit shall be determined as of each such Annuity Starting Date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other Annuity Starting Dates. For this purpose, the determination of whether a new Annuity Starting Date has occurred shall be made without regard to Treasury Regulation Section 1.401(a)-20, Q&A-10(d), and with regard to Treasury Regulation Section 1.415(b)-1(b)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving Spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and

postretirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code Section 417(e)(3) and would otherwise satisfy the limitations of this Article, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Article applicable at the Annuity Starting Date, as increased in subsequent years pursuant to Code Section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account Social Security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant to Treasury Regulation Section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to Employee contributions or rollover contributions.

Effective for distributions in Plan Credit Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a Straight Life Annuity shall be made in accordance with (1) or (2) below.

- (1) Benefit forms not subject to Code Section 417(e)(3). The Straight Life Annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this subsection (1) if the form of the Participant's benefit is either (a) a nondecreasing annuity (other than a Straight Life Annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving Spouse), or (b) an annuity that decreases during the life of the Participant merely because of (1) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (2) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).

For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent Straight Life Annuity is equal to the greater of (A) the annual amount of the Straight Life Annuity (if any) payable to the Participant under the Plan commencing at the same Annuity Starting Date as the Participant's form of benefit; and (B) the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same Actuarial Present Value as the Participant's form of benefit, computed using a 5% interest rate assumption and the applicable mortality table defined in the Plan for that Annuity Starting Date.

- (2) Benefit Forms Subject to Code Section 417(e)(3). The Straight Life Annuity that is the Actuarial Equivalent of the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Section

1.17(a)(1) above. In this case, the Actuarial Equivalent Straight Life Annuity shall be determined as follows:

- (A) If the Annuity Starting Date of the Participant's form of benefit is in a Plan Credit Year beginning after 2005, the actuarially equivalent Straight Life Annuity is equal to the greatest of (I) the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; (II) the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table defined in the Plan; and (III) the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate and applicable mortality table defined in Section 1.1, divided by 1.05.
- (b) **Defined Benefit Dollar Limitation.** Defined Benefit Dollar Limitation means, effective for Limitation Years ending after December 31, 2022, \$265,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a Straight Life Annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.
- (c) **Formerly Affiliated Plan of the Employer.** Formerly Affiliated Plan of the Participant's employer means a plan that, immediately prior to the cessation of affiliation, was actually maintained by the Participant's employer and, immediately after the cessation of affiliation, is not actually maintained by the Participant's employer. For this purpose, cessation of affiliation means the event that (i) causes an entity to no longer be considered the Participant's employer, such as the sale of a member of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h), to an unrelated corporation, or (ii) causes a plan to not actually be maintained by the Participant's employer, such as transfer of plan sponsorship outside a controlled group.
- (d) **Maximum Permissible Benefit.** "Maximum Permissible Benefit" means the Defined Benefit Dollar Limitation.
 - (1) **Adjustment for Less Than Ten Years of Participation or Service:** If the Participant has less than ten years of participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of Years of Participation in the Plan (or

part thereof, but not less than one year), and (ii) the denominator of which is ten.

- (2) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65: The Defined Benefit Dollar Limitation shall be adjusted if the Annuity Starting Date of the Participant's benefit is before age 62 or after age 65. If the Annuity Starting Date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under Section 9.2(d)(2)(A), as modified by Section 9.2(d)(2)(C). If the Annuity Starting Date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under Section 9.2(d)(2)(B), as modified by Section 9.2(d)(2)(C).

- (A) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62.

If the Annuity Starting Date for the Participant's benefit is prior to age 62, the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date is the Defined Benefit Dollar Limitation (adjusted under Section 9.2(d)(1) for years of participation less than ten, if required) multiplied by the ratio of the annual amount of the immediately commencing Straight Life Annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the immediately commencing Straight Life Annuity under the Plan at age 62, both determined without applying the limitations of this article.

- (B) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65.

If the Annuity Starting Date for the Participant's benefit is after age 65, the Defined Benefit Dollar Limitation at the Participant's Annuity Starting Date is the Defined Benefit Dollar Limitation (adjusted under Section 9.2(d)(1) for years of participation less than ten, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing Straight Life Annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the adjusted immediately commencing Straight Life Annuity under the Plan at age 65, both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing Straight Life Annuity under the Plan at the Participant's Annuity Starting Date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing Straight Life Annuity under the Plan at age 65 is the annual

amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age 65 and has the same accrued benefit as the Participant.

- (C) Notwithstanding the other requirements of this Section 9.2(d)(2), no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between the Annuity Starting Date and age 62, or between age 65 and the Annuity Starting Date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.
- (3) Minimum benefit permitted: Notwithstanding anything else in this Section to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the Maximum Permissible Benefit if:
- (A) the retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this Plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the Participant's employer do not exceed \$10,000 multiplied by a fraction – (I) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service (not to exceed ten) with the Participant's employer, and (II) the denominator of which is ten; and
 - (B) the Participant's Employer (or a Predecessor Employer) has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory Employee contributions under a defined benefit plan, individual medical accounts under Code Section 401(h), and accounts for post-retirement medical benefits established under Code Section 419A(d)(1) are not considered a separate defined contribution plan).
- (e) Predecessor Employer. "Predecessor Employer" means, with respect to a Participant, a former employer of such Participant if such employer maintains a Plan that provides a benefit which the Participant accrued while performing services for the former employer. A former entity that antedates the Participant's employer is also a Predecessor Employer with respect to a Participant if, under the

facts and circumstances, such employer constitutes a continuation of all or a portion of the trade or business of the former entity. For this purpose, the formerly affiliated plan rules in Treasury Regulation Section 1.415(f)-1(b)(2) apply as if the Participant's employer and Predecessor Employer constituted a single employer under the rules described in Treasury Regulations Section 1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Treasury Regulation Section 1.415(a)-1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the event that gives rise to the Predecessor Employer relationship, such as a transfer of benefits or plan sponsorship.

- (f) **Severance from Employment.** "Severance from Employment" means, with respect to any individual, cessation from being an Employee of an Employer contributing to the Plan. An Employee does not have a Severance from Employment if, in connection with a change of employment, the Employee's new employer also contributes to the Plan with respect to the Employee.
- (g) **Straight Life Annuity.** "Straight Life Annuity" means an annuity payable in equal installments for the life of a Participant that terminates upon the Participant's death.
- (h) **Year of Service.** "Year of Service" means each accrual computation period (computed to fractional parts of a year) for which a Participant is credited with at least the number of Hours of Service (or Period of Service if the Elapsed Time Method is used) for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, taking into account only service with the Participant's employer or a Predecessor Employer.

Section 9.3. Other rules.

- (a) **Formerly affiliated plans of the Employer.** A formerly affiliated plan of the Participant's employer shall be treated as a plan maintained by the Employer, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay Participants' benefit liabilities under the Plan and had purchased annuities to provide benefits.
- (b) **Plans of a Predecessor Employer.** If the Participant's Employer maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a Predecessor Employer, then the Participant's benefits under a plan maintained by the Predecessor Employer shall be treated as provided under a plan maintained by the Participant's Employer. However, for this purpose, the plan of the Predecessor Employer shall be treated as if it had terminated immediately prior to the event giving rise to the Predecessor Employer relationship with sufficient assets to pay Participants' benefit liabilities under the plan, and had purchased annuities to provide benefits; the Participant's Employer and the Predecessor Employer shall be treated as if they were a single employer

immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provided under the plan of the Predecessor Employer.

- (c) Special rules. The limitations of this Article shall be determined and applied taking into account the rules in Treasury Regulation Section 1.415(f)-1(d), (e) and (h).
- (d) Aggregation with Multiemployer Plans. The Plan is subject to special aggregation rules for applying the Code Section 415 limits. Specifically, the Plan is not aggregated with:
 - (i) a plan that is not a multiemployer plan, for purposes of applying the 100%-of-compensation limit for defined benefit plans (under Code Section 415(b)(1)(B)) to the Plan (in accordance with Code Section 415(f)(3)(A) and Treasury Regulation Section 1.415(f)-1(g)(2)(ii)); or
 - (ii) any other multiemployer plan for purposes of applying the Code Section 415 limits (in accordance with Code Section 415(f)(3)(B) and Treasury Regulation Section 1.415(f)-1(g)(1)).

Notwithstanding the above, benefits under a defined benefit multiemployer plan are aggregated with benefits under a defined benefit non-multiemployer plan for purposes of applying the dollar limitation of Code Section 415(b)(1)(A). Likewise, contributions to a defined contribution multiemployer plan are aggregated with contributions to a defined contribution non-multiemployer plan for purposes of applying the limitation of Code Section 415(c).

The benefits provided by all plans maintained by each Employer contributing to the Plan are taken into account in applying the limitations of Section 415 to the Plan. However, only the benefits that the Employer provides to the Plan will be aggregated with benefits under that Employer's non-multiemployer plans and not including benefits provided by all other Employers that make contributions to the Plan.

- (e) Plan Corrections. Employee Plans Compliance Resolution System (“EPCRS”) is the only correction method for correcting excess annual additions in Limitation Years, as long as EPCRS is in effect.

ARTICLE 10

TOP-HEAVY PROVISIONS

Section 10.1. Application.

This Section shall apply for purposes of determining whether the Plan is a top-heavy plan under Code Section 416(g), and whether the Plan satisfies the minimum benefits requirements of Code Section 416(c).

- (a) Determination of top-heavy status.
 - (1) Key Employee. In general, a “Key Employee” means an Employee or former Employee (and the Beneficiaries of such Employee) who, at any time during the applicable Plan Year, is:
 - (A) an officer of an Employer or affiliated employer receiving annual earnings from the Employer and any affiliated employer in excess of \$220,000 (as adjusted for Plan Years beginning on or after December 31, 2023); provided that, for purposes of this subparagraph (a), no more than 50 Employees of the Employer and any affiliated employer (or, if lesser, the greater of three Employees or 10% of the Employees) shall be treated as officers;
 - (B) a Five Percent Owner of an Employer or any affiliated employer; or
 - (C) a 1% owner of an Employer or any affiliated employer receiving annual earnings therefrom of more than \$150,000.

The determination of who is a Key Employee will be made in accordance with Code Section 416(i)(1) and the regulations thereunder. A “Non-Key Employee” is each Employee who is not a Key Employee, as defined above. Annual earnings means compensation as defined in Code Section 415(c)(3), but including amounts contributed by the Employer pursuant to a salary reduction agreement which are excludable from the employee’s gross income under Code Sections 125, 402(a)(8), 402(h) or 403(b).

- (2) Determination of present values and amounts. This subsection (2) shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of Employees as of the determination date.
 - (A) Distributions during year ending on the determination date. The present values of accrued benefits of an Employee as of the determination date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Code Section 416(g)(2) during the

one-year period ending on the Determination Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Code Section 416(g)(2)(A)(i). In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting five-year period for one-year period.

- (B) Employees not performing services during year ending on the determination date. The accrued benefits and accounts of any individual who has not performed services for the Employer during the one-year period ending on the determination date shall not be taken into account.
- (b) Minimum benefits. For purposes of satisfying the minimum benefit requirements of Code Section 416(c)(1) and the Plan, in determining Years of Service with the Employer, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan benefits (within the meaning of Code Section 410(b)) no Key Employee or former Key Employee.

Section 10.2. Purpose and Effect.

The purpose of ARTICLE 10 is to comply with the requirements of Code Section 416. The provisions of this ARTICLE 10 shall be effective for each Plan Year in which the Plan is a “Top-Heavy Plan” (defined below) within the meaning of Code Section 416(g) and shall supersede any conflicting provisions in the Plan. The Trustees shall have sole responsibility for determining whether the Plan is a Top-Heavy Plan.

Section 10.3. Top-Heavy Plan.

In general, the Plan will be a Top-Heavy Plan for any Plan Year if, as of the last day of the preceding Plan Year (the “Determination Date”), the Top-Heavy Ratio for the Plan (and any other Plan which is aggregated in accordance with Section 10.4) exceeds 60%. The “Top-Heavy Ratio” for the Plan (and such other plans) is equal to the ratio of the sum of the amounts in (a), (b), and (c) below for Key Employees to the sum of such amounts for all employees who are covered by a defined contribution plan or defined benefit plan which is aggregated in accordance with Section 10.4:

- (a) The present value of aggregate accrued benefits of Participants under the Plan.
- (b) The aggregate account balances of Participants under any defined contribution plan aggregated under Section 10.4.
- (c) The Actuarially Equivalent present value of the cumulative accrued benefits of Participants calculated under any other defined benefit plan aggregated under Section 10.4.

The accounting date coincident with the last day of the Plan Year shall be the “Valuation Date” for purposes of determining the value of account balances and the Present Value of accrued benefits. In making the foregoing determination: (A) a Participant’s account balances or cumulative accrued benefits shall be increased by the aggregate distributions, if any, made with respect to the Participant during the five-year period ending on the Determination Date, including distributions under a terminated plan which, if it had not been terminated, would have been required to be included in the aggregation group, (B) the account balances or cumulative accrued benefits of a Participant who was previously a Key Employee, but who is no longer a Key Employee, shall be disregarded, (C) the account balances or cumulative accrued benefits of a Beneficiary of a Participant shall be considered accounts of the Participant, (D) the account balances or cumulative accrued benefits of a Participant who has not been credited with at least one Hour of Service with an Employer or related Employer at any time during the five-year period ending on the Determination Date shall be disregarded, (E) any rollover contribution (or similar transfer) from a plan maintained by an unrelated employer to the Plan initiated by a Participant shall not be taken into account as part of the Participant’s accrued benefits under the Plan, and (F) any contribution not actually made as of the Determination Date, but which is required to be taken into account under Code Section 416 and the regulations promulgated thereunder, shall be taken into account. The accrued benefit of a Participant other than a Key Employee shall be determined under: (i) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer; or (ii) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Code Section 411(b)(1)(C).

Section 10.4. Aggregation of Plans.

Each defined contribution plan and defined benefit plan maintained by the Employer or any affiliated employer which covers a Key Employee as a Participant at any time during the determination period (regardless of whether the plan has terminated) or which is maintained by the Employer or any affiliated employer in order for a plan covering a Key Employee to qualify under Code Sections 401(a)(4) and 410, shall be aggregated with the Plan in determining whether the Plan is top-heavy (“required aggregation”). In addition, any other defined contribution or defined benefit plan of the Employer or any affiliated employer may be included if all such plans which are included when aggregated will continue to qualify under Code Sections 401(a)(4) and 410 (“permissive aggregation”).

Section 10.5. Minimum Vesting.

Once the Plan has become a Top-Heavy Plan for any Plan Year, a Participant’s vested percentage in his accrued benefit for that Plan Year and all subsequent Plan Years shall be determined by substituting “three” for “five” in Section 7.11(b)(2). Accordingly, once the Plan has become a Top-Heavy Plan a Participant shall acquire Vested Status in his accrued benefit after completion of three Vesting Years of Service, rather than five.

Section 10.6. Minimum Benefit.

- (a) The minimum accrued benefit derived from Employer Contributions to be provided under this Section for each Employee who is a Participant during a Top Heavy Plan Year shall equal the product of (1) 1/12th of 415 Compensation averaged over the five consecutive Limitation Years (or actual number of Limitation Years, if less) which produce the highest average, and (2) the lesser of (i) 2% multiplied by Years of Service, or (ii) 20%, expressed as a single life annuity.
- (b) For purposes of providing the minimum benefit under Code Section 416, an Employee who is not a Participant solely because (1) his Compensation is below a stated amount or (2) he declined to make mandatory contributions (if required) to the Plan will be considered to be a Participant. Furthermore, such minimum benefit shall be provided regardless of whether such Employee is employed on a specified date.
- (c) For purposes of this Section, Years of Service for any Plan Year beginning before January 1, 1984, or for any Plan Year during which the Plan was not a Top Heavy Plan shall be disregarded.
- (d) For the purposes of this Section, 415 Compensation shall be limited to \$330,000 (effective for Plan Years beginning after December 31, 2022, as adjusted). Such amount shall be adjusted at the same time and in the same manner as permitted under Code Section 415(d).
- (e) The accrued benefit under this Section shall be the Actuarial Equivalent of the minimum accrued benefit under (a) above.
- (f) If payment of the minimum accrued benefit commences at a date other than Normal Retirement Date, the minimum accrued benefit shall be the Actuarial Equivalent of the minimum accrued benefit commencing at Normal Retirement Date.
- (g) The extra minimum accrued benefit will not be provided for any Plan Year beginning prior to January 1, 1993.

Section 10.7. Coordination of Benefits.

If a Participant is covered by another plan maintained by the Employer or any affiliated employer, the minimum benefit otherwise required under Section 10.6 above may be reduced to prevent inappropriate duplication of required minimum contributions or benefits. Accordingly, the provisions of Section 10.6 of the Plan shall not apply to any Participant to the extent the Participant is covered by another plan or plans of the Employer and the minimum contribution or benefit requirements will be met in the other plan or plans.

ARTICLE 11

ROLLOVERS

Section 11.1. Rollovers

This Article applies to distributions made on or after January 1, 2010. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Article, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

Section 11.2. Definitions

- (a) **Eligible rollover distribution.** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- (b) **Eligible retirement plan.** An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), a Roth IRA described in Code Section 408A(b), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), an eligible plan under Code Section 457(b) which is maintained by an eligible employer that agrees to separately account for amounts transferred into such plan from this Plan, or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. . The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a QDRO, as defined in Code Section 414(p). However, in the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
- (c) **Distributee.** A distributee includes an Eligible Employee or former Eligible Employee. In addition, the Eligible Employee's or former Eligible Employee's surviving Spouse and the Eligible Employee's former Spouse who is the alternate payee under a QDRO, as defined in Code Section 414(p), are distributee's with regard to the interest of the Spouse or former Spouse.

- (d) Direct rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee. A Participant or Beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code Section 408A(b). For this purpose, the term “eligible rollover distribution” includes a rollover distribution described in Section 11.4.

Section 11.3. Rollovers from Other Plans

While the Plan will pay a distributee’s benefit in the form of a direct rollover, as set forth in this Article, the Plan will neither recognize nor accept a rollover from another retirement plan, individual retirement account or individual retirement annuity.

Section 11.4. Direct Rollover of Non-Spousal Distribution

- (a) Non-spouse Beneficiary rollover right. A non-spouse Beneficiary who is a “designated beneficiary” under Code Section 401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer (“direct rollover”), may roll over all or any portion of his/her distribution to an individual retirement account the Beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution must otherwise satisfy the definition of an eligible rollover distribution in Section 11.2(a) above.
- (b) Trust beneficiary. If the Participant’s named Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code Section 401(a)(9)(E).
- (c) Required minimum distributions. A non-spouse Beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury Regulations and other IRS guidance.

ARTICLE 12

TEMPORARY SUPPLEMENT

Section 12.1. Temporary Supplemental Benefit – Eligibility.

A Participant who retires prior to age 65 shall be entitled to a Temporary Supplemental Benefit if:

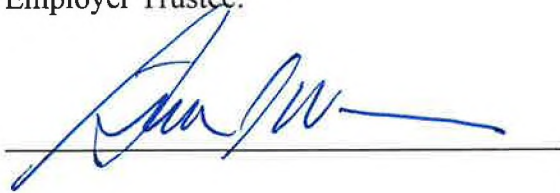
- (a) He has earned at least thirty Pension Credits during the Contribution Period. (Pension Credits earned before his Employer joined the Plan, credited under a reciprocal agreement, or credited during disability, leave of absence, or military service do not count for this benefit.)
- (b) He was employed in Covered Employment on the last day of the Plan Credit Year preceding the Plan Credit Year in which he retired.

Section 12.2. Temporary Supplemental Benefit - Amount and Duration.

- (a) The amount of the monthly payment will be \$600.
- (b) the Temporary Supplemental Benefit will be payable until the Participant reaches age 65 or for five years, whichever occurs first.
- (c) Payment of the Temporary Supplemental Benefit shall cease upon the death of a Participant. However, if the Participant has a Spouse at the time of his death, then the Benefit will be paid to the Spouse of the following:
 - (1) The date the Participant would have attained age 65.
 - (2) Five years after the first payment.
 - (3) The date the Spouse dies, or
 - (4) The date the Spouse attains age 65.

Adopted: 12-14, 2023.

Employer Trustee:



Union Trustee:



APPENDIX A-1

PERCENT OF NORMAL PENSION PAYABLE AS EARLY RETIREMENT PENSION FOR PARTICIPANTS WHO RETIRE OR SEPARATE FROM COVERED EMPLOYMENT ON AND AFTER JANUARY 1, 1989

Age			Age			Age		
Years	Months	Percent	Years	Months	Percent	Years	Months	Percent
55*	0	79.00%	58	0	88.00%	60	0	94.00%
	1	79.25		1	88.25		1	94.25
	2	79.50		2	88.50		2	94.50
	3	79.75		3	88.75		3	94.75
	4	80.00		4	89.00		4	95.00
	5	80.25		5	89.25		5	95.25
	6	80.50		6	89.50		6	95.50
	7	80.75		7	89.75		7	95.75
	8	81.00		8	90.00		8	96.00
	9	81.25		9	90.25		9	96.25
	10	81.50		10	90.50		10	96.50
	11	81.75		11	90.75		11	96.75
56	0	82.00%	59	0	91.00%	61	0	97.00%
	1	82.25		1	91.25		1	97.25
	2	82.50		2	91.50		2	97.50
	3	82.75		3	91.75		3	97.75
	4	83.00		4	92.00		4	98.00
	5	83.25		5	92.25		5	98.25
	6	83.50		6	92.50		6	98.50
	7	83.75		7	92.75		7	98.75
	8	84.00		8	93.00		8	99.00
	9	84.25		9	93.25		9	99.25
	10	84.50		10	93.50		10	99.50
	11	84.75		11	93.75		11	99.75
57	0	85.00%	*If age is less than 55 years, the percentage will decrease by 0.25% for full month attained less than 55 years.					
	1	85.25						
	2	85.50						
	3	85.75						
	4	86.00						
	5	86.25						
	6	86.50						
	7	86.75						
	8	87.00						
	9	87.25						
	10	87.50						
	11	87.75						

APPENDIX B

5-YEAR CERTAIN AND LIFE ANNUITY FACTORS FOR CONVERTING PENSION PAYMENTS PRIOR TO SUSPENSION OF BENEFITS

Years	Age											
	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
55	155.67	155.41	155.16	154.90	154.65	154.39	154.14	153.88	153.62	153.37	153.11	152.86
56	152.60	152.34	152.08	151.82	151.56	151.30	151.04	150.78	150.52	150.26	150.00	149.74
57	149.48	149.22	148.95	148.69	148.42	148.16	147.90	147.63	147.37	147.10	146.84	146.57
58	146.31	146.04	145.78	145.51	145.25	144.98	144.72	144.45	144.18	143.92	143.65	143.39
59	143.12	142.85	142.58	142.31	142.04	141.77	141.50	141.23	140.96	140.69	140.42	140.15
60	139.88	139.61	136.07	139.07	138.79	138.52	138.25	137.98	137.71	137.44	137.16	136.89
61	136.62	136.35	132.79	135.80	135.53	135.25	134.98	134.71	134.43	134.16	133.89	133.61
62	133.34	133.07	129.51	132.52	132.25	131.97	131.70	131.43	131.15	130.88	130.61	130.33
63	130.06	129.79	126.22	129.24	128.96	128.69	128.42	128.14	127.87	127.59	127.32	127.04
64	126.77	126.50	122.95	125.95	125.68	125.40	125.13	124.86	124.58	124.31	124.04	123.76
65	123.49	123.22	119.69	122.68	122.40	122.13	121.86	121.59	121.32	121.05	120.77	120.50
66	120.23	119.96	119.45	119.42	119.15	118.88	118.61	118.34	118.07	117.80	117.53	117.26
67	116.99	116.72	113.22	116.18	115.91	115.64	115.37	115.10	114.83	114.56	114.29	114.02
68	113.75	113.49	113.22	112.96	112.69	112.43	112.16	111.90	111.63	111.37	111.10	110.84
69	110.57	110.30	110.04	109.77	109.51	109.24	108.98	108.71	108.44	108.18	107.91	107.65
70	107.38											

Normal Form: 5-Year Certain and Life

APPENDIX C

PERCENT TO BE APPLIED TO EMPLOYEE'S PENSION CALCULATED ON THE LIFE ONLY FORM OF PAYMENT TO PROVIDE SPOUSAL PAYMENTS

	(current)	(current)	(current)	(effective through 5/31/2009)
Age of Spouse in Relation to Employee (To Nearest Year)	100% Spousal	w/ Pop-Up	50% Spousal	w/ Pop-Up
20 Years Younger	68.3%	67.8%	90.0%	80.6%
19 Years Younger	68.6	68.1	90.2	80.9
18 Years Younger	69.0	68.5	90.4	81.2
17 Years Younger	69.4	68.8	90.6	81.4
16 Years Younger	69.8	69.1	90.8	81.7
15 Years Younger	70.2	69.5	91.0	82.0
14 Years Younger	70.6	69.9	91.2	82.3
13 Years Younger	71.1	70.3	91.4	82.6
12 Years Younger	71.6	70.7	91.6	82.9
11 Years Younger	72.1	71.1	91.8	83.2
10 Years Younger	72.6	71.6	92.0	83.5
9 Years Younger	73.1	72.1	92.2	83.8
8 Years Younger	73.7	72.5	92.4	84.1
7 Years Younger	74.3	73.0	92.6	84.4
6 Years Younger	74.9	73.5	92.8	84.7
5 Years Younger	75.5	74.0	93.0	85.1
4 Years Younger	76.1	74.7	93.2	85.4
3 Years Younger	76.8	75.1	93.4	85.8
2 Years Younger	77.4	75.7	93.6	86.1
1 Year Younger	78.1	76.2	93.8	86.5
Same Age	78.8	76.8	94.0	86.9
1 Year Older	79.5	77.4	94.2	87.3
2 Years Older	80.3	78.0	94.4	87.6
3 Years Older	81.0	78.6	94.6	88.0
4 Years Older	81.8	79.2	94.8	88.4
5 Years Older	82.5	79.8	95.0	88.8
6 Years Older	83.3	80.4	95.2	89.2
7 Years Older	84.1	81.1	95.4	89.6
8 Years Older	84.9	81.7	95.6	89.9
9 Years Older	85.6	82.3	95.8	90.3
10 Years Older	86.4	82.9	96.0	90.7

APPENDIX D

PERCENT TO BE APPLIED TO EMPLOYEE'S PENSION CALCULATED ON THE LIFE ONLY FORM OF PAYMENT TO PROVIDE A GUARANTEE OF PAYMENTS FOR A PERIOD CERTAIN

Age of Employee (To Nearest Year)	5 Year Certain	10 Year Certain
55	99.2%	96.9%
56	99.1	96.5
57	98.9	96.1
58	98.8	95.7
59	98.7	95.2
60	98.5	94.7
61	98.3	94.0
62	98.1	93.3
63	97.9	92.5
64	97.6	91.6
65	97.2	90.6
66	96.9	89.5
67	96.5	88.3
68	95.9	87.0
69	95.4	85.7
70	94.9	84.3
71	94.3	82.8
72	93.6	81.3
73	92.9	79.6
74	92.2	77.9
75	91.3	76.0

APPENDIX E
RESERVED

APPENDIX F

PERCENT TO BE APPLIED TO EMPLOYEE'S PENSION CALCULATED ON THE LIFE ONLY FORM OF PAYMENT TO PROVIDE 75% SPOUSAL AND CONTINGENT POP-UP PAYMENT AND 50% SPOUSAL AND CONTINGENT POP-UP PAYMENT

Age of Spouse in Relation to Employee (To Nearest Year)	(effective 9/1/2008) 75% Spousal	(effective 6/1/2009) 75% Spousal Pop-Up	(effective 6/1/2009) 50% Spousal Pop-Up
20 years younger	79.2%	78.9%	89.8%
19 years younger	79.4	79.1	90.0
18 years younger	79.7	79.4	90.2
17 years younger	80.0	79.6	90.4
16 years younger	80.3	79.9	90.6
15 years younger	80.6	80.2	90.7
14 years younger	80.9	80.5	90.9
13 years younger	81.3	80.8	91.1
12 years younger	81.6	81.1	91.3
11 years younger	82.0	81.4	91.5
10 years younger	82.3	81.7	91.6
9 years younger	82.7	82.0	91.8
8 years younger	83.1	82.3	92.0
7 years younger	83.5	82.7	92.1
6 years younger	83.9	83.0	92.3
5 years younger	84.3	83.3	92.5
4 years younger	84.7	83.6	92.6
3 years younger	85.1	84.0	92.8
2 years younger	85.5	84.3	92.9
1 year younger	86.0	84.7	93.1
Same Age	86.4	85.0	93.3
1 year older	86.9	85.5	93.4
2 years older	87.4	85.9	93.6
3 years older	87.8	86.2	93.7
4 years older	88.3	86.6	93.9
5 years older	88.8	87.1	94.1
6 years older	89.3	87.5	94.2
7 years older	89.8	87.9	94.4
8 years older	90.3	88.4	94.5
9 years older	90.7	88.7	94.7
10 years older	91.2	89.2	94.9