

AMENDMENT 2015-1

The Trustees of the Teamsters Joint Council No. 83 of Virginia Pension Plan ("Plan"), as established September 1, 1957, and as restated effective January 1, 2011, hereby adopt this Amendment 2015-1. Accordingly, the following provisions are added and amended to, or deleted from, the Plan, as applicable and as noted herein, effective as of January 1, 2015, except as otherwise stated:

ARTICLE 1 PURPOSE

Effective as of September 1, 1957, various local unions affiliated with the International Brotherhood of Teamsters ("Union"), and the various Employers who had entered into labor contracts with the Union established the Teamsters Joint Council No. 83 of Virginia Pension Fund, executed an Agreement and Declaration of Trust ("Trust Agreement"), and adopted a Pension Plan ("Pension Plan"). They adopted the Pension Plan and Trust Agreement to provide pension benefits to contributing Employers' Employees who were represented by the Union for collective bargaining purposes, together with Employees of such other Employers which agreed to provide coverage for them under the Pension Plan, and such other persons whom the Trustees desired to permit to be covered under the Fund. The Pension Plan and Trust Agreement were subsequently revised from time to time. The Plan and Trust Agreement are intended to meet the requirements of sections 401(a) and 501(a) of the Internal Revenue Code of 1986, as amended, and the Employee Retirement Income Security Act of 1974, as amended.

Except as otherwise provided, the provisions of this Amended and Restated Plan shall be effective as of January 1, 2014 and shall supersede the terms of the Plan as restated effective January 1, 2011. However, any person who was a Participant in the Plan as of the date of adoption of this Amended and Restated Plan shall receive a pension benefit which is not less than the pension benefit to which he was entitled under the prior plan as of such date. A former Employee's eligibility for benefits and the amount of benefits, if any, payable to or on behalf of the former Employee shall be determined in accordance with the provisions of the Pension Plan in effect as of the date that his Covered Employment terminated, except to the extent otherwise specifically provided under subsequent Pension Plan amendments or in this Amended and Restated Plan.

Section 2.2 Actuarial Equivalent

The term "Actuarial Equivalent" means equality in value of the aggregate amounts expected to be received under the various forms of benefits available under the Plan, based on the assumptions set forth in Appendix IV. Any benefit that, under the terms of this Plan, is to be the Actuarial Equivalent of a stated benefit shall, on the date payment commences, have the same present value as the stated benefit.

Section 2.3 Benefit Accrual Fraction:

The term "Benefit Accrual Fraction" means the fraction:

- (a) Whose numerator is a Participant's years of Benefit Accrual Service on his Termination Measurement Date, but not more than 20 years, and
- (b) Whose denominator is 20 years.

Section 2.4 Benefit Accrual Service

The term "Benefit Accrual Service" means service, measured in years, in accordance with Sections 6.1 through 6.4 that is credited to a Participant for the purpose of accrual of benefits under the Plan.

Section 2.5 Break in Service:

The term "Break in Service" means a Pre-ERISA Break in Service, as defined in Section 6.4(a), or a One Year Break in Service, as defined in Section 6.4(b)(1).

Section 2.6 Code

The term "Code" means the Internal Revenue Code of 1986, as amended. Reference to any section of the Code includes all regulations and authoritative guidance issued under that section.

Section 2.8 Computation Period

The term "Computation Period" means –

- (a) for the purpose of determining eligibility to participate under Article 3, the 12-consecutive-month period beginning on the day on which an Employee is first credited with an Hour of Service, the first Plan Year beginning after the commencement of that 12-month period, and each subsequent Plan year; or
- (b) for the purpose of crediting service under Article 6, the Plan Year.

Section 2.9 Contingent Annuitant

The term Contingent Annuitant means any one individual of at least 18 years of age selected by an unmarried Participant of the Plan to receive lifetime survivor benefits upon the death of such Participant.

Section 2.12 Contribution Accumulation

The term "Contribution Accumulation" means a Participant's aggregate after-tax Employee contributions made by or for him under this Plan pursuant to Article 7, determined without interest.

Section 2.14 Covered Employment

The term "Covered Employment" means employment for which contributions are required to be made to the Pension Fund pursuant to the terms of a Collective Bargaining Agreement between an Employer and the Union or pursuant to the terms of a Participation Agreement. For purposes

of Section 6.1, Covered Employment shall also include periods of employment with such an Employer within a job classification or class of Employees for which the agreement obligates the Employer to contribute to the Pension Fund, preceding the date when the Employer became so obligated. Covered Employment shall also include former employment in leased operations by which the owner-operator accumulated seniority as an Employee which is recognized by a Collective Bargaining Agreement with an Employer participating in this Plan. Covered Employment shall not include employment by an Employer after termination of that Employer's status as a Contributing Employer.

Section 2.15 Designated Beneficiary

The term "Designated Beneficiary" means the person(s), Trust or Estate named on the latest beneficiary designation form filed with the Trustees who is or may become entitled to benefits from this Plan. If no such form is on file at the time of the Participant's death, the Designated Beneficiary shall be in the order as follows:

- (a) spouse at the time of death
- (b) child or children, in equal shares if more than one;
- (c) father, or mother, in equal shares if both are living;
- (d) the Participant's estate, if no relative listed above survives the Participant.

If an individual to whom payment would otherwise be made is a minor or otherwise adjudged not competent to give valid receipt for any payment due him, and if no request for payment has been received by the Fund from a duly appointed guardian or other legally appointed representative of such individual, the Fund, at its option, may make direct payment to any person or institution appearing to the Fund to have assumed the custody of or the principal support of such individual.

Section 2.16 Disqualifying Employment

The term "Disqualifying Employment" means a Pensioner's employment that may result in suspension of his benefit payments, as defined in Section 4.11(b).

Section 2.17 Early Retirement Date

The term "Early Retirement Date" means the earliest of the following dates:

- (a) The date that the Participant has attained age 60 (62 for Schedules CA, BA, and AA) and has become vested under the Plan;
- (b) The date that the Participant has attained age 50 (52 for Schedule CA) and has accumulated 20 years of Benefit Accrual Service;
- (c) The date that the Participant (other than a Participant under Schedule CA) has accumulated 30 years of Benefit Accrual Service without regard to his age;
- (d) The date that a Participant under Schedule 7A, 7B, 7C, 8A, 8C, 9A or 9B has accumulated 25 years of Benefit Accrual Service without regard to his age.

If none of the dates identified in paragraphs (a) through (d) above occur, or if the earliest such date occurs on or after a Participant's Normal Retirement Date, he shall not have an Early Retirement Date.

Section 2.18 Election Period

The term "Election Period" means the ninety (90) day period ending on the Pension Effective Date. During this period the Participant and his Spouse shall have at least thirty (30) days to consider their right to select forms of benefits. In addition, if a Participant requests additional information relating to his retirement, such Election Period shall be extended to the extent necessary to include at least the ninety (90) calendar day period immediately following the day the requested additional information is personally delivered or mailed to such Participant. The Fund will not commence paying benefits before receipt of the selection made by the Participant and Spouse.

Section 2.19 Eligible Spouse

The term "Eligible Spouse" means that person determined by the Trustees to have been legally married to the Participant at the time of the Participant's death. This definition shall be applicable only to the Survivor Benefit described in Section 8.3.

Section 2.20 Employee

The term "Employee" means a person who is an Employee of an Employer and who is covered by a Collective Bargaining Agreement or a Participation Agreement requiring contributions on his behalf.

Section 2.21 ERISA

The term "ERISA" means the Employee Retirement Income Security Act of 1974 as amended. Reference to any section of the Code includes all regulations and authoritative guidance issued under that section.

Section 2.22 Hour of Service

- (a) Unless otherwise specifically defined herein, the term "Hour of Service" means –(1) each hour for which the Employee is paid, or entitled to payment, for the performance of duties for an Employer credited to the Employee for the Computation Period in which the duties are performed;
- (2) each hour for which the Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence; provided, however that no more than 501 Hours of Service shall be credited under this paragraph for any single, continuous period (whether or not such period occurs in a single Computation Period).
- (3) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer credited to the periods to

- which the award or agreement pertains rather than the Computation Period in which the award, agreement or payment is made; and
- (4) solely for purposes of determining whether a One Year Break in Service has occurred, each hour for which a Participant is absent from work on account of the Participant's pregnancy, the birth of the Participant's child, the placement of a child in connection with the Participant's adoption of the child, or the Participant's caring for such child for a period immediately following the child's birth or placement. A maximum of 501 Hours of Service granted under this paragraph (4) shall be credited in the calendar year in which the absence from work begins if any such are required to avoid a One Year Break in Service; if such hours are not required to avoid a One Year Break in Service during the calendar year in which the absence of work began, they shall be credited in the immediately following calendar year. For each day of absence covered by this paragraph, a Participant will be credited with the number of Hours of Service that would normally be credited but for the absence (or, if normal hours cannot be determined, then eight (8) hours for each day). No Hours of Service shall be granted under this paragraph unless the individual furnishes to the Plan Administrator such timely information as the Plan Administrator may reasonably require to establish that the absence was for a reason described in this paragraph (4).

Hours under this paragraph shall be calculated and credited pursuant to Department of Labor Regulation Section 2530.200b-2, which is incorporated herein by reference. No hour may be counted as an Hour of Service under more than one of the preceding paragraphs. (b) Except as otherwise provided in paragraph (d), an Employee who is regularly employed by an Employer, is instructed to report regularly to an Employer, or is subject to call at all times by an Employer, and for whom the Employer is required to contribute on weekly basis shall be credited with forty-five (45) Hours of Service for each week for which he would otherwise be credited with at least one (1) Hour of Service.

- (c) Except as otherwise provided in paragraph (d), an Employee who is not described in paragraph (b) shall be credited with ten (10) Hours of Service for each day for which he would otherwise be credited with at least one (1) Hour of Service.
- (d) A Participant who is receiving a pension benefit but is permitted to continue working pursuant to Section 4.11(b) shall be credited with Hours of Service in accordance with paragraph (a), without regard to paragraphs (b) and (c).

Section 2.23 Non-Unit Employee

The term "Non-Unit Employee" means an Employee of a Contributing Employer whose participation in the Plan is not the result of working in employment covered by a Collective Bargaining Agreement providing for participation in the Plan.

Section 2.24 Normal Retirement Age or Normal Retirement Date

"Normal Retirement Age" or "Normal Retirement Date" means the later of :

- (a) the day that a Participant attains age 65;

- (b) the fifth (5th) anniversary of the date that the Participant commences participation in the Plan.

Section 2.25 Participant

The term “Participant” means any Pensioner, any person receiving benefits as the Designated Beneficiary of a deceased Participant, any Employee who meets the requirements for participation in the Plan as set forth in Article 3, or any former Employee who has acquired a right to a benefit under this Plan.

Section 2.26 Participation Agreement

The term “Participation Agreement” means any agreement between the Trustees and an Employer requiring the Employer to contribute to the Pension Fund on behalf of Employees who are not covered by a Collective Bargaining Agreement requiring such contributions.

Section 2.7 Pension Effective Date

The term “Pension Effective Date” means the first day of the first period for which an amount is payable as a monthly retirement benefit under the Plan or, in the case of a benefit not payable in the form of a monthly retirement benefit, the first day on which all events have occurred which entitle a Participant to such a benefit under this Plan. The first day of the first period for which a benefit is to be received by reason of Total and Permanent Disability shall be treated as the Pension Effective Date only if such benefit is not an auxiliary benefit.

Section 2.28 Pensioner

The term “Pensioner” means a person receiving benefits under this Pension Plan, other than a Designated Beneficiary, Contingent Annuitant or Alternate Payee under a qualified domestic relations order within the meaning of section 206(d)(3) of ERISA.

Section 2.29 Pension Fund

The term “Pension Fund” means the Teamsters Joint Council No. 83 of Virginia Pension Fund, and the entire assets thereof, including all funds received in the form of Employer and/or Employee Contributions together with all contracts (including dividends, interest, refunds and other sums payable to the Trustees on account of such contracts), all investments made and held by the Trustees, all income, increments, earnings and profits therefrom, and any and all other property or funds received and held by the Trustees by reason of their acceptance of the Trust Agreement.

Section 2.30 Pension Plan

The term “Pension Plan” or “Plan” means the Teamsters Joint Council No. 83 of Virginia Pension Plan as stated herein and as amended from time to time.

Section 2.31 Period of Covered Employment

As used in Section 4.7, the term "Period of Covered Employment" means any week with respect to which a contribution to the Pension Fund is required to be made on behalf of the Participant or, for a casual Employee, any week that includes one or more days with respect to which such a contribution is required.

Section 2.32 Permanent Break in Service

The term "Permanent Break in Service" means a period of One Year Breaks in Service as defined in Section 6.4(b)(2).

Section 2.33 Plan Year

The term "Plan Year" means the calendar year.

Section 2.34 Spouse

The term "Spouse" means that person determined by the Trustees to be legally married to the Participant at the time of the Participant's retirement.

Section 2.35 Termination From Covered Employment

An Employee will be considered Terminated from Covered Employment if he fails to accumulate at least 501 Hours of Service in Covered Employment in a calendar year. An Employee's Termination From Covered Employment will be effective as of his Termination Measurement Date, as defined in section 2.35.

Section 2.36 Termination Measurement Date

- (a) Except as set forth in paragraph (c), an Employee's "Termination Measurement Date" shall be the last day of the last month in the Termination Year with respect to which contributions were required to be paid on his behalf.
- (b) For purposes of this section, the "Termination Year" shall be the last calendar year before the year in which the Employee fails to accumulate at least 501 Hours of Service in Covered Employment.
- (c) Notwithstanding paragraph (a) of this section, if:
 - (1) A higher benefit Schedule [see Section 4.1] first becomes effective during the year after the Termination Year;
 - (2) Contributions under the new Schedule are required to be made on the Employee's behalf for (i) at least one (1) week for an Employee who is regularly employed by an Employer, is instructed to report regularly to an Employer, or is subject to call at all times by an Employer, and for whom the Employer is required to contribute on weekly basis or (ii) at least five (5) days for any other Employee, and
 - (3) The Employee accumulates at least 501 Hours of Service in Covered Employment during the twelve (12) months immediately preceding the qualifying period required by paragraph (2),

then the Employee's Termination Measurement Date shall be the last day of the last month for which contributions are required to be made on his behalf under the new Schedule.

Section 2.37 Total and Permanent Disability

The term "Total and Permanent Disability" means a condition that causes an Employee to be totally and permanently unable, as a result of bodily injury or disease, to engage in any further employment whatsoever. The Trustees shall be the sole and final judges of Total and Permanent Disability and the entitlement to benefits under this Plan. The Trustees shall require evidence of Total and Permanent Disability. Such evidence may be in the form of a report of the findings of a physical examination satisfactory to the Trustees, or a certification by the Social Security Administration that the Employee is Totally and Permanently Disabled.

Section 2.38 Trustees

The term "Trustees" means the Trustees designated in the Trust Agreement, together with their successors designated and appointed in accordance with the terms of the Trust Agreement.

Section 2.39 Trust Agreement

The term "Trust Agreement" means the Agreement and Declaration of Trust described in Article 1, including all amendments and modifications as may be made from time to time.

Section 2.40 Union

The term "Union" means Local Union No. 22, Collinsville, Virginia, Local Union No. 29, Verona, Virginia, Local Union No. 171, Salem, Virginia, Local Union No. 322, Richmond, Virginia, Local No. 592, Richmond, Virginia, and Local Union No. 822, Norfolk, Virginia, affiliated with the International Brotherhood of Teamsters, and any other labor organization which has a Collective Bargaining Agreement with an Employer requiring periodic contributions to the Pension Fund and has adopted and agreed in writing to be bound by the terms and provisions of the Trust Agreement.

Section 2.41 Unit Employee

The term "Unit Employee" means an Employee of a Contributing Employer who participates in the Plan by virtue of working in a job covered by one or more Collective Bargaining Agreements providing for participation in the Plan.

Section 2.42 Vested

A Participant shall be "Vested" when his Benefit Accrual Service and Vesting Service become non-forfeitable as defined by Section 6.5.

Section 2.43 Vesting Service

The term "Vesting Service" means service, measured in years in accordance with Section 6.6, that is credited to an Employee for the purposes of determining whether he is eligible to become a Participant in the Plan and whether he is vested under the Plan.

Section 2.44 Year of Service

The term "Year of Service" means a year of Vesting Service determined in accordance with Section 6.6, or a year of Benefit Accrual Service determined in accordance with Sections 6.1 through 6.4, as applicable.

Section 3.1 Participation

An Employee who is engaged in Covered Employment shall become a Participant in the Plan on the earliest January 1 or July 1 following completion of an eligibility Computation Period during which he has completed at least 1000 Hours of Service in Covered Employment or Contiguous Non-Covered Employment.

Section 3.3 Reinstatement of Participation of Employee

An Employee who has lost his status as a Participant in accordance with Section 3.2 shall again become a Participant in accordance with Section 3.1(a) on the basis of service after the calendar year during which his participation terminated, except as follows: If the Employee has not incurred a Permanent Break in Service, his renewed status as a Participant shall be effective retroactively to his date of re-employment and not on the otherwise applicable January 1 or July 1 prescribed in Section 3.1(a).

Section 4.5 Special Early Pension

- (b) Retirement on and after January 1, 2011: In accordance with Code Section 432, during the Pension Plan's Rehabilitation Plan Adoption Period and Rehabilitation Plan Period, a Participant's eligibility for a Special Early Pension is revised as follows:
 - (1) Preferred Contribution Rate: If the Participant's Employer has selected the Rehabilitation Plan Preferred Contribution Schedule, a Participant is eligible for a Special Early Pension (as described in Section 4.5(a)(1) or (2)) only if the Participant had earned 20.00 or more years of Benefit Accrual Service as of December 31, 2009.
 - (2) Default Contribution Rate: If the Participant's Employer has selected the Rehabilitation Plan's Default Contribution Schedule, a Participant is not eligible for a Special Early Pension Benefit.

Section 4.6 Vested Pension

- (b) Vested in Employee Contributions Only: A Participant who is Vested solely by reason of the mandatory employee contribution provisions set forth in Article 7

and who has a Contribution Accumulation with a present value exceeding \$5,000 under the Plan, shall be eligible to receive a Vested Pension based on the Accrued Benefit derived from his employee contributions to the Plan at age 60 (62 for Schedules CA, BA and AA) or older. The monthly amount of such Vested Pension shall be the lesser of the following:

- (1) The amount determined by multiplying the Participant's Benefit Accrual Fraction by the amount set forth in Appendix I for the applicable benefit schedule in the row corresponding to his age at the commencement of benefits; and
 - (2) The Accrued Benefit, stated in terms of a monthly single life annuity, derived from the Participant's employee contributions as determined under Code Section 411(c)(2)
- (c) Effective July 15, 1999: If after terminating Covered Employment, a Vested Participant becomes Totally and Permanently disabled, he may elect to receive his benefit at an age earlier than that stated in paragraph (a) above. If this early payment option is elected, the monthly amount shall be adjusted so that the resulting benefit is the Actuarial Equivalent of the benefit otherwise prescribed in paragraph (a).

Section 4.8 Lump Sum Disability Pension

- (c) Amount of Lump Sum Disability Benefit: The amount of the Lump Sum Disability Benefit shall equal \$2.00 multiplied by the number of weeks for which contributions were required to be made on the Participant's behalf since his last Permanent Break in Service (if any). Upon payment of a Lump Sum Disability Benefit, the Employee shall be ineligible for any other type of pension under this Plan, except that if he subsequently returns to Covered Employment he shall be eligible for pension benefits as otherwise provided for in this Plan. A Lump Sum Disability Benefit is an "eligible rollover distribution" within the meaning of Section 4.16.

Section 4.9 Death Benefit (5 Year Certain)

Section 4.10 Lump Sum Death Benefit

- (b) Amount of Lump Sum Death Benefit: The amount of the Lump Sum Death Benefit shall be \$2.00 multiplied by the number of weeks for which contributions were required to be made on the Participant's behalf since his last Permanent Break in Service (if any). A Lump Sum Death Benefit is an "eligible rollover distribution" within the meaning of Section 4.16.

Section 4.14 Maximum Benefit Limitation

Effective for limitation years beginning on or after July 1, 2007, notwithstanding any other provision of the Plan, pension benefits may not exceed the maximum benefit permitted by Code

Section 415 of the Internal Revenue Code, which is herein incorporated by reference, along with the final regulations issued thereunder. The definition of “compensation” for this purpose is the general definition set forth in Code Section 1.415(c)-2(a) of the Income Tax Regulations, including all items listed in Code Section 1.415(c)-2(b) and excluding (a) all items listed in Code Section 1.415(c)-2(c) and (b) all items described in section 1.415(c)-2(e)(iii) that are paid after severance from employment. For purposes of this Section 4.14 and all other provisions of this Plan, no amount may be taken into account as compensation to the extent that it exceeds the maximum amount permitted under Code Section 401(a)(17).

Section 4.16 Rollovers

- (a) 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:
 - (1) 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 (10) years or more;
 - (2) any distribution to the extent such distribution is required under Code Section 401(a)(9);
 - (3) and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion of net unrealized appreciation with respect to Employer securities).

All Lump Sum Benefit distributions, including those under Section 4.8, Section 4.10, and Section 7.2 may be eligible rollover distributions. If an eligible rollover distribution is less than \$200.00, a distributee may not make a direct rollover election under paragraph (b).

- (b) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee’s election under this Article, a distributee may elect to have eligible rollover distributions paid in a direct rollover to an eligible retirement plan established and specified by the distributee. Effective for distributions made after December 31, 2001, an eligible retirement plan shall include a qualified plan under Code Section 401(a), a qualified annuity plan under Code Section 403(a), an annuity contract described in Code Section 403(b), an individual retirement account under Code Section 408(a), an individual retirement annuity under Code Section 408(b) and an eligible plan under Code Section 457 which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply to a distribution to a surviving spouse or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p). In the case of a non-Spouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code Section 408(a) or (b) that is established on behalf of the

designated beneficiary and that will be treated as an inherited IRA pursuant to Code Section 402(c)(11).

- (c) A “distributee” includes an Employee or former Employee. In addition, the Employee’s or former Employee’s surviving spouse, the Employee’s Designated Beneficiary and the Employee’s or former Employee’s spouse or former spouse who is an alternate payee under a Qualified Domestic Relations Order, as defined in Code Section 414(q), are distributees with regard to their interests.
- (e) If a distribution is an “eligible rollover distribution” and if the distributee does not elect a direct rollover, the Plan will withhold federal income tax from the distribution as required by Code Section 3405(c) and any applicable state tax.

Section 4.17 Protection for Participants on Active Military Service

- (d) In addition to the provisions of paragraphs (a) through (c) and notwithstanding any other provision of this Plan, benefits will be paid in conformity with the requirements of Code Section 414(u).

Section 5.5 Eligibility

- (b) 2 Year Service Requirement: In addition to any other requirements necessary to be eligible under (a), he has, under this Plan, at least two (2) years of Vesting Service/Benefit Accrual Service based on actual employment after the first day on which his Employer was obligated to contribute on his behalf unless the Pension Fund has entered into a bipartite reciprocal agreement requiring only one year of Benefit Accrual Service; and

Section 6.3 Benefit Accrual Service - Non-Working Periods (Both Past and Future Service)

- (a) Military service: Each period of service in the uniformed services of the United States shall be deemed to constitute covered service if the employee (i) entered the uniformed services of the United States directly from Covered Employment and (ii) returned to Covered Employment within the time periods required by the Uniformed Service Employment and Reemployment Rights Act, as amended. As a general rule, if an employee left Covered Employment for induction into the uniformed services of the United States, his coverage shall be reinstated when he returns to Covered Employment under the following general schedule:
 - (4) A veteran who is hospitalized or convalescing from a service-related injury or illness is allowed up to two (2) years for recovery before deadlines apply. This schedule is for information purposes only and is not intended to address the various exceptions to the general rules. The provisions of 38 U.S.C. §4312(e)(1)(A)(i) will control the administration of the Fund notwithstanding any inconsistent provision of the Plan.

Section 6.4 Breaks in Service

- (c) Exceptions to Break in Service Rule:
 - (1) Whether or not he is so entitled under the law, if an Employee leaves Covered Employment to enter active service in the Uniformed Services of the United States, the period of such military service, for up to 5 years (or longer, if required by law), shall not be counted toward a Break in Service.

Section 6.5 Vesting

- (a) Pre-ERISA Vesting Determination: On or before August 31, 1976, a Participant became Vested upon accumulating 15 years of Vesting Service as defined in Section 6.6(a) and attaining age 45 for Schedules BA, AA, and 1A, or age 40 for Schedules 2 and 3.
- (d) Employee Contributions: A Participant shall at all times be fully Vested in the accrued benefit derived from the Participant's employee contributions to the Plan pursuant to Article 7, as determined in accordance with Code Section 411(c)(2), .

Section 6.6 Determination of Vesting Service

- (c) Special Rules of Post-ERISA Determinations.

For the purpose of subparagraphs (b)(1) and (b)(2) of this section, the term "Hour of Service" includes only Hours of Service in Covered Employment and Contiguous Non-Covered Employment with a Contributing Employer.
- (d) Military Service: Subject to the limitations of Section 6.8, an Employee shall be credited with Vesting Service in addition to that determined under paragraph (a) or (b) of this section, as follows:
 - (1) He shall be credited for periods of service in the uniformed services of the United States to the extent required by law.
 - (2) Whether or not he is so entitled under law, if an Employee leaves Covered Employment to enter active service in the uniformed services of the United States and then returns to Covered Employment (or makes himself available for Covered Employment) within 90 days after his separation from military service, the period of such military service shall, for up to 5 years (or longer, if required by law), be credited towards years of Vesting Service.

Section 6.9 Voluntary Contributions

- (a) General Rule: A Vested Participant who leaves Covered Employment on or after January 1, 1995 and:
 - (1) has earned at least 19 but less than 20 years of Benefit Accrual Service;
 - (2) has earned at least 24 but less than 25 years of Benefit Accrual Service; or
 - (3) has earned at least 29 but less than 30 years of Benefit Accrual Servicemay pay Voluntary Contributions to the Fund on his own behalf to earn his 20th, 25th or 30th year of Benefit Accrual Service, provided he notifies

the Fund in writing of his intention to pay Voluntary Contributions within sixty (60) days from the date he leaves Covered Employment.

Effective May 14, 2006, the surviving Spouse of a Vested Participant who died while in Covered Employment and who notifies the Fund in writing of an intention to pay Voluntary Contributions within ninety (90) days of the Participant's death while in Covered Employment may also make Voluntary Contributions as provided in this section 6.9.

Section 6.9 Voluntary Contributions

- (B) Lump Sum: Payments are made in a single payment prior to retiring under the Plan and no later than 180 days from the date employer contributions cease or the date of his disability to perform the duties of his occupation.
 - (i) This provision is effective December 19, 1997, in the case of payment for the 20th, 25th or 30th year of Benefit Accrual Service.
 - (ii) This provision is effective April 1, 1998, in the case of payment for up to three (3) years of Benefit Accrual Service as described in paragraphs (c) and (d).
 - (iii) Effective June 1, 2001, a Participant must retire under the Plan within 180 days of paying a lump sum.
 - (iv) Effective January 1, 2011, no payments may be made under paragraph (a) using the lump sum option. Such Voluntary Contributions must be made quarterly.

Section 6.10 Suspension of Contributions

Effective January 1, 2009, for the purposes of calculating withdrawal liability only, an employer that is contractually authorized to suspend the payment of contributions without engaging in a full or partial withdrawal will be treated as having made contributions at the contractual rate in effect prior to the suspension of contributions (including all contribution rate increases required by that contract) until it resumes making contributions. During the period of suspension, the employer will be treated as follows:

- (a) If the employer contributed to the Teamsters Joint Council No. 83 of Virginia Health and Welfare Fund during the period of suspension of pension contributions, the Pension Fund will use the information concerning the number of employees and number of weeks on which those contributions were based.
- (b) In all other cases, the Pension Fund will presume that, during the period of suspension, the employer employs the average of the number of employees for whom it had contributed in the six (6) months preceding the suspension and for the average number of weeks on which contributions were based during that six (6) month period.

Section 7.2 Return of Employee Contributions

- (b) Contribution Report: At the same time that an Employer delivers employee contributions to the Pension Fund as set forth in paragraph (a) above, the Employer shall designate, on a form prescribed by the Trustees, the Employees for whom such employee contributions are being submitted and the amount of the employee contributions attributable to each such Employee. The Employer also shall provide on such form such other information as the Trustees may require. Distributions under this paragraph (b) are subject to the joint-and-survivor annuity rules of Article 8.
- (c) For purposes of determining the deferred benefit payable at Normal Retirement Date referred to in (b)(1) above, the Accumulated Mandatory Employee Contributions are projected to a lump sum value at Normal Retirement Age and are then converted to an equivalent monthly benefit payable in the form of a Straight Life Annuity. For purposes of determining the immediate benefit payable in (b)(2) above, the Accumulated Mandatory Employee Contributions as of the date of determination are converted to an equivalent monthly benefit payable in the form of a Straight Life annuity commencing at the determination date. The interest rate and mortality table used for these determinations are those prescribed by Code Section 417(e)(3). Any other form of annuity will be determined on the basis of the Plan's actuarial equivalent assumptions.

Section 8.1 Joint and Survivor Benefit (At Retirement)

- (f) Divorce or Death: Once pension benefit payments to the Pensioner have commenced, the monthly payments determined under paragraph (e) of this section shall not be increased if the Spouse is subsequently divorced from the Pensioner or if the Spouse predeceases the Pensioner. Effective August 1, 2000, if the spouse of a Participant, whose monthly benefit is paid in the form of a Joint and Survivor benefit, predeceases the Participant or becomes legally divorced from the Participant and the Fund receives a Court approved certification establishing the spouse has no current or future interest in the Participant's benefit, the Participant's benefit will be increased to the amount determined under Article 4 or 5 on the first day of the month following the month in which the Fund receives a certified copy of the Spouse's death certificate or court certification in case of divorce. In no case will the increase occur before August 1, 2000.

Section 8.3 Preretirement Survivor's Benefit

- (2) Payments of the Pre-retirement Survivor Benefit under this paragraph (c) shall commence on the first day of the month following the Participant's death, except as otherwise provided by paragraph (e).
- (d) Payment - Death on or before Early Retirement Date:
 - (1) If the Participant's death occurs on or before the date that he would have attained his Early Retirement Date, the monthly amount of the Pre-retirement Survivor Benefit payable to the Eligible Spouse or Contingent Annuitant under this section shall equal 50% of the amount to which the Participant would have been entitled as a Joint and Survivor Benefit or

Contingent Annuitant Benefit under Section 8.1(e) or Section 8.2(e) respectively, if he had terminated Covered Employment on the date of death (unless he had already terminated Covered Employment), survived to his Early Retirement Date, and Retired with a Vested Pension under Section 4.6 on his Early Retirement Date and elected to receive the Joint and Survivor Benefit or Contingent Annuitant Benefit computed with a Survivor's Percentage of 50%. Effective May 1, 2001, the Survivor percentage shall be 100%.

- (2) Payments of the Survivor Benefit to an Eligible Spouse under this paragraph (d) shall commence on the first day of the month following the Participant's Early Retirement date, except as otherwise provided by paragraph (e). The monthly amount shall be adjusted so that the resulting benefit is the Actuarial Equivalent of the benefit otherwise prescribed in paragraph (d)(1).
 - (3) Payments of the Survivor Benefit to a Contingent Annuitant under this paragraph (d) shall commence on the first day of the month following the Participant's death. The monthly amount of the benefit shall be adjusted so that the resulting benefit is the Actuarial Equivalent of the benefit otherwise prescribed in paragraph (d) (1).
- (e) Election to Defer: A surviving Eligible Spouse who is entitled to a benefit under this section may, by filing a written election with the Board of Trustees, elect to defer commencement of that benefit beyond the date set forth in paragraph (c)(2) or (d)(2), as applicable but not to a date later than the date on which the Participant would have attained age 70^{1/2}. In the case of such election, the monthly amount set forth in paragraph (c)(1) or (d)(1), as applicable, shall be adjusted so that the resulting benefit is the Actuarial Equivalent of the benefit otherwise prescribed in this section.

Section 9.1 Benefit Payment Generally

An eligible Employee who makes application in accordance with this Pension Plan shall be entitled upon retirement to receive the monthly benefits provided in it for the remainder of his life subject to all of the provisions of this Pension Plan. Benefits shall be payable commencing with the first full calendar month when the Employee has fulfilled all of the conditions of entitlement to benefits and ending with the payment for the month in which the death of the Pensioner occurs, except as otherwise provided in Article 4 and Article 8. Notwithstanding any other provision of this Plan, no person shall be entitled to any benefit unless the Trustees determine, in their discretion, that he is entitled to receive it.

Section 10.1 How the Plan May Terminate

The Plan will terminate if either:

- (a) every Contributing Employer withdraws from the Plan ("Termination by Mass Withdrawal"); or

- (b) the Plan is amended to cease the crediting of service for eligibility, vesting and benefit accrual or to convert it into a defined contribution plan (“Termination by Plan Amendment”).

Section 10.2 Effect of Termination by Mass Withdrawal

In the event of its Termination by Mass Withdrawal, the Plan shall operate in accordance with the following requirements:

- (a) The Plan may pay only benefits that were nonforfeitable, within the meaning of ERISA Section 4001(a)(8), prior to plan termination, except for preretirement survivor benefits payable to Eligible Spouses and other benefits whose payment is authorized by the Pension Benefit Guaranty Corporation.
- (b) No benefit may be paid in the form of a single-sum distribution unless its value is \$1,750 or less.
- (c) If, as of the beginning of any Plan Year, the Trustees determine that the value of the Plan’s nonforfeitable benefits exceeds the value of its assets, the Plan must be amended to eliminate benefits prospectively to the extent necessary to eliminate the deficiency, except for benefits that are of types eligible for guarantee by the Pension Benefit Guaranty Corporation or that were in effect as of March 26, 1980.
- (d) If, as of the beginning of any Plan Year and after the reductions required by paragraph (c), the Trustees determine that the Plan will be unable to pay all benefits when due during the year, benefit must be reduced to the level guaranteed by the Pension Benefit Guaranty Corporation.
- (e) The Trustees may liquidate the Trust and close out the Plan by purchasing insurance company annuity contracts to provide all nonforfeitable benefits. If the Plan assets exceed the amount needed to provide all nonforfeitable benefits, the excess must be used to provide benefits that were forfeitable prior to Plan termination or to increase Participants’ nonforfeitable benefits. No Plan assets may revert to any Employer.

Section 10.3 Effect of Termination by Plan Amendment

Following a Termination by Plan Amendment, all benefits accrued up to the date of the termination will continue to be provided in accordance with the terms of the Plan. If the Plan has been amended to eliminate the crediting of service, no Employee will in the future become eligible to participate in the Plan, become vested in benefit that were not vested at the time of the termination (other than benefits that become vested by virtue of attaining Normal Retirement Age) or accrue any additional benefits. If the Plan is converted into a defined contribution plan, all benefit accrual will cease except for future accruals of defined contribution benefits.

Section 10.4 Partial Termination

If the Plan has a partial termination, within the meaning of Code Section 411(d)(3), the benefits of all affected Participants will become fully (100%) vested to the extent that they are then funded.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 15th DAY OF January 2015.

Employer Trustees

J. Bower
W. G. [Signature]
W. R. [Signature]

Union Trustees

John D. Farnik
[Signature]
[Signature]