

**TEAMSTERS JOINT COUNCIL NO. 83 OF VIRGINIA
PENSION FUND**

PLAN DOCUMENT

Restated

Effective January 1, 2015

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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, 2015, 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.

ARTICLE 2 DEFINITIONS

Section 2.1 Accrued Benefit

The term “Accrued Benefit” as of a specified date means the Normal Retirement pension earned by a Participant as of such date, regardless of whether such benefit is Vested, determined according to the formula for the amount of pension benefit in Article 4, as of the earlier of –

- (a) such specified date; or
- (b) such Participant’s Termination Measurement Date.

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 2.7 Collective Bargaining Agreement

The term “Collective Bargaining Agreement” means an agreement between the Union and an Employer that requires that contributions be made to the Trust Fund.

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 2.10 Contiguous Non-Covered Employment

“Contiguous Non-Covered Employment” is service with a Contributing Employer in non-covered employment immediately following or preceding Covered Employment with the same Employer, where no quit, discharge or retirement occurs between the Covered Employment and non-covered employment. For purposes of the preceding sentence only, the phrase “the same Employer” shall not include other separate and distinct members of the same “Controlled Group,” as defined in ERISA Section 401 (a)(14)(A) and 26 U.S.C. §1563.

Section 2.11 Contributing Employer and Employer

The terms “Contributing Employer” and “Employer” mean an Employer who –

- (a) is now or hereafter becomes and remains approved for participation by the Trustees,

- (b) has a Collective Bargaining Agreement with the Union or a Participation Agreement with the Pension Fund requiring periodic contributions to the Pension Fund, and
- (c) has, in writing, adopted and/or agreed to be bound by the terms and provisions of the Agreement and Declaration of Trust, provided:
 - (1) the Employer has been accepted as a Contributing Employer by the Trustees; and
 - (2) the Trustees have not, by resolution, terminated the Employer's status as a "Contributing Employer."

"Employer" also mean Teamsters Joint Council No. 83 of Virginia Health and Welfare Fund and Pension Fund, and participating Teamsters Local Unions.

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 2.13 Contribution Period

The term "Contribution Period" means the period during which an Employer is a Contributing Employer with respect to a unit or classification of employment.

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 election 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; or
- (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 2.27 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 or 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 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 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 gainful 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, Waynesboro, Virginia, Local Union No. 171, Salem, Virginia, Local Union No. 322, Richmond, Virginia, Local No. 592, Richmond, Virginia, 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.

ARTICLE 3 BASIS FOR PARTICIPATION IN THE PLAN

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 3.2 Termination of Participation of Employee

A Participant who incurs a One Year Break in Service as defined in Section 6.4(b)(1) shall cease to be a Participant as of the last day of the calendar year which constituted the One Year Break in Service, unless such Participant is a Pensioner or is already Vested, as described in Section 6.5.

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 3.4 Non-Unit Employees

A Non-Unit Employee of a Contributing Employer shall earn no Vesting Service or Benefit Accrual Service under the Plan during any year in which his Contributing Employer fails to satisfy the tax discrimination rules set forth in the Code. Contributing Employers who pay contributions to the Plan on behalf of Non-Unit Employees shall be required to certify to the Fund on an annual basis that it is in compliance with such tax discrimination rules under the Code and shall provide the Fund with documentation reasonably necessary to substantiate such claim.

ARTICLE 4 ELIGIBILITY FOR AND AMOUNT OF BENEFITS

Section 4.1 In General

The Plan provides different levels of benefits under each of the various benefit schedules. The benefit schedule under which a Participant is covered at any particular time is determined on the basis of the contribution rate prescribed in the Collective Bargaining Agreement between the Union and the Participant's Employer that covers him or in the Participation Agreement between the Participant's Employer and the Trustees. If a Participant retires or otherwise terminates Covered Employment, and pension benefits have not already commenced on the basis of a previous retirement or termination of Covered Employment, the level of benefits for which he is eligible shall be determined in accordance with the benefit schedule covering him on his Termination Measurement Date, unless Section 4.2 requires proration between benefit schedules.

Section 4.2 Proration of Benefits

- (a) Benefits shall be prorated between benefit schedules whenever that would result in a higher benefit level for the Participant. Benefits shall also be prorated between benefit schedules if, during the period during which the Participant accumulated his most recent 5 years of Benefit Accrual Service, there occurred both a change in benefit schedules covering the Participant and a One Year Break in Service that occurred in or before the calendar year in which the change in benefit schedules became effective.
- (b) When benefits are required to be prorated between benefit schedules, such proration shall be in accordance with the number of years of Benefit Accrual Service accumulated under each applicable schedule, except that if the total amount of Benefit Accrual Service exceed 20 years, only 20 years shall be used. The 20 years to be used shall be those years that produce the highest level of benefits.
- (c) Effective February 1, 2010, if the Participant's benefit schedule, while working for the same Contributing Employer, changes from one that provides a Special Early Pension to another lower schedule that also provides a Special Early Pension, benefits will be prorated using the total years of Benefit Accrual Service if the Participant is eligible for a Special Early Pension.

Section 4.3 Normal Pension

- (a) General Rule. A Participant who retires on or after his Normal Retirement Date shall be entitled to receive a Normal Pension. A Pensioner's Normal Pension shall be payable in a monthly amount equal to his Benefit Accrual Fraction multiplied by the amount set forth in Appendix I (Appendix I-A if he terminated from

Covered Employment before April 1, 1987) for the applicable benefit schedule in the row corresponding to his age at retirement.

- (b) Notice of Suspension of Benefits. In the month that a Participant reaches Normal Retirement Age, the Participant will receive a notice informing him of the Suspension of Benefits provisions and of the effect of Section 4.3(c).
- (c) Late Retirement Benefit Increases
 - (1) Working after Normal Retirement Age. Participants whose benefits are suspended because they continue working in Covered Employment after their Normal Retirement Age will continue to accrue Benefit Accrual Service during such periods of Covered Employment.
 - (2) Commencement of Pension after Normal Retirement Age. Participants who commence their receipt of their pension benefits after Normal Retirement Age and did not engage in Disqualifying Employment after Normal Retirement Age shall receive an actuarial increase in benefits in accordance with the Actuarial Assumptions stated in Appendix IV.

Section 4.4 Early Pension

On or after his Early Retirement Date and before his Normal Retirement Date, a Participant shall be eligible to retire on an Early Pension unless he is eligible to receive a Vested Pension under Section 4.6. The monthly amount of such Early Pension shall be computed in the same manner that a Normal Pension benefit is computed under Section 4.3.

Section 4.5 Special Early Pension

- (a) Retirements before January 1, 2011: If provided for in the applicable benefit schedule, a Participant who is eligible to retire on an Early Pension shall be eligible for a Special Early Pension in accordance with the provisions set forth in paragraphs (1) and (2) below, if such Special Early Pension will result in higher benefits than the Early Pension.
 - (1) Benefit Accrual Service Only Requirement: A Participant shall be eligible to retire on a Special Early Pension without regard to his age at retirement in the monthly amount set forth in Appendix I (Appendix I-A if he terminated from Covered Employment before April 1, 1987) for the applicable benefit schedule if, at the time of his retirement, such Participant has accumulated at least 30 years of Benefit Accrual Service.
 - (2) Age and Benefit Accrual Service Requirement: A Participant shall be eligible to retire on a Special Early Pension in the monthly amount set

forth in Appendix I for the applicable benefit schedule, if, at the time of his retirement, such Participant has accumulated at least 25 Years of Benefit Accrual Service and has met the age requirements set forth in the applicable schedule.

- (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

A Participant shall be eligible for a Vested Pension only in accordance with the provisions set forth in paragraphs (a), (b) or (c) below:

- (a) Vested in Employer Contributions: A Vested Participant who terminates work in Covered Employment or Contiguous Non-Covered Employment after having accumulated less than 20 years of Benefit Accrual Service shall be eligible to receive a Vested Pension commencing at age 60 (62 for Schedules CA, BA and AA). If a Vested Participant terminates such work after having accumulated 20 or more years of Benefit Accrual Service, he shall be eligible to receive a Vested Pension commencing at age 50 or older (52 or older for Schedule CA). The monthly amount of the Vested Pension shall be equal to the Participant's Benefit Accrual Fraction multiplied by the amount set forth in Appendix I (Appendix I-A if he terminated from Covered Employment before April 1, 1987) for the applicable Schedule in the row corresponding to his age at the commencement of benefits.
- (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).

In the event such Accrued Benefit is greater than the amounts determined under subparagraphs (1) or (2), above, it shall be such greater amount.

- (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 4.7 Disability Pension

- (a) General Rule: A Participant shall be eligible for a disability pension if such benefit is available under his benefit schedule and if:
 - (1) he has earned the requisite number of years of Vesting Service as set forth in his schedule of benefits (15 years of Vesting Service for benefit schedules BA, AA and 1A, 10 years of Vesting Service for all other benefit schedules except CA, which does not provide for payment of a Disability Pension);
 - (2) he became Totally and Permanently Disabled, at any age, during a Period of Covered Employment; or
 - (3) effective for disabilities beginning on or after April 1, 1993, he is not eligible for, is not receiving, and/or has not received any type of workers' compensation benefit for such disability, including a commutation of such workers' compensation benefit.

A Participant who would otherwise be eligible to retire on a Disability Pension and who is also eligible to retire on any larger pension under Sections 4.3 through 4.5 shall not be eligible for any disability benefit under this Section.

- (b) Election of Benefits: A Participant who is otherwise eligible for a Disability Pension may elect to receive a Vested Pension in accordance with the provisions set forth in Section 4.6 in lieu of a Disability Pension.
- (c) Special Rule for Approved Rehabilitation Program: If a Participant recovers sufficiently to return to work, even on a part-time basis, whether at his own job or at a new one, he will be encouraged to do so. If his work is approved in writing by the Trustees as an approved rehabilitation program, the Participant will continue to be eligible for Disability Pension benefits for 1 year from the approval date. An "Approved Rehabilitation Program" shall mean only a program of vocational rehabilitation (formal or informal) or a period of part-time work for the purpose of rehabilitation, either of which must be approved in advance in writing by the Trustees.
- (d) Amount of Disability Pension: The monthly amount of the Disability Pension shall be as set forth in Appendix II. The Disability Pension shall commence on the first day of the sixth month following the month in which the Total and Permanent Disability began. Upon the commencement of payment of a Disability Pension, 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.
- (e) Trustees' Right to Require Evidence of Total and Permanent Disability: The Trustees reserve the right to require evidence that a Participant who is receiving disability pension benefits is still Totally and Permanently Disabled. If such a Participant refuses to furnish such evidence or furnishes insufficient evidence, his disability pension benefits shall be discontinued until evidence of continuing disability sufficient to the Trustees is submitted.

Section 4.8 Lump Sum Disability Pension

- (a) General Rule: A Participant shall be eligible for a Lump Sum Disability Pension if such benefit is available under his benefit schedule, and if:
 - (1) he has earned the requisite number of years of Benefit Accrual Service, as set forth in his schedule of benefits;
 - (2) he became Totally and Permanently Disabled, at any age, during a period of Covered Employment; and
 - (3) effective for disabilities beginning on or after April, 1, 1993, he is not eligible for, is not receiving, and/or has not received any type of workers' compensation benefit for such disability, including a commutation of such workers' compensation benefit.

A Participant who would otherwise be eligible to retire on a Lump Sum Disability Pension and who is also eligible to retire on any larger pension under Sections 4.3 through 4.5, shall not be eligible for any disability benefit under this Section.

- (b) Election of Benefits: A Participant who is otherwise eligible for a Lump Sum Disability Pension may elect to receive a Vested Pension in accordance with the provisions set forth in Section 4.6 in lieu of a 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

- (a) Eligibility: The Designated Beneficiary of an eligible Participant who has accumulated 20 or more years of Benefit Accrual Service shall be eligible for a Death Benefit in accordance with the provisions set forth herein. Notwithstanding the foregoing, Death Benefits shall not be payable to a Participant's Spouse or Contingent Annuitant if she is eligible to receive a Joint and Survivor or Contingent Annuitant Benefit under Article 8.
- (b) Amount of Death Benefit: A Death Benefit Payable under this Section 4.9 shall be payable monthly as follows:
 - (1) if retired or eligible to retire at the date of death, an amount equal to the benefit the Participant was receiving or was entitled to receive as set forth in Appendix I (or Appendix I-A if he terminated Covered Employment before April 1, 1987);
 - (2) if not eligible to retire at the date of death regardless of when Covered Employment was terminated, the amount set forth in Appendix III.
- (c) Duration of Death Benefit: The duration of the monthly Death Benefits payable under this Section 4.9 shall be as follows:
 - (1) If the Participant dies before retiring under the Plan: 5 years (60 months);

- (2) If the Participant dies after retiring under the Plan but before having received 60 monthly pension payments: the remainder of such 60 months;
- (3) If the Participant dies after having received 60 monthly pension payments, there shall be no Death Benefit under this Section 4.9.

Section 4.10 Lump Sum Death Benefit

- (a) Eligibility: The Designated Beneficiary of an eligible Participant who has accumulated 10 or more years of Benefit Accrual Service shall be eligible for a Lump Sum Death Benefit in accordance with the provisions set forth herein. However, Lump Sum Death Benefits shall not be payable to a Participant's Spouse or Contingent Annuitant if she is eligible to receive a Joint and Survivor or Contingent Annuitant Benefit under Article 8.
- (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 4.11 Retirement

- (a) General Rule: To be considered "retired" for purposes of this Plan, a Participant must withdraw and refrain from Disqualifying Employment as defined in paragraph (b) of this section.
- (b) Disqualifying Employment:
 - (1) Before Normal Retirement Date. "Disqualifying Employment" for the period before a Participant's Normal Retirement Date, is any –
 - (A) employment with an Employer contributing to the Plan; except, effective January 1, 2002, employment less than 40 hours in a calendar month for an Employer contributing to the Plan that pays contributions at or above the prevailing National Master Freight Agreement casual rate for each day of work performed; and except, further, that, effective January 1, 1996, an Employee who becomes permanently disabled to perform the duties of his covered occupation while working in Covered Employment may return to work for his former Contributing Employer in non-covered employment; or
 - (B) employment with any employer who is a competitor of any Employer contributing to the Plan.

- (2) On and After Normal Retirement Date: “Disqualifying Employment” for the period on and after a Participant’s Normal Retirement Date is the completion of 40 or more Hours of Service, either on an employed or self-employed basis, during a calendar month –
 - (A) in an industry in which Employees covered by the Plan were employed and accrued benefits under the Plan as a result of such employment at the time that the Participant’s pension benefits commenced or would have commenced if the Participant had not remained in employment;
 - (B) in the geographic area covered by the Plan at the time that the Participant’s pension benefits commenced or would have commenced if the Participant had not remained in employment; and
 - (C) in a trade or craft (including related supervisory activities) in which the Participant was employed at any time under the Plan.
 - (3) After Age 70 and 6 Months: There shall be no Disqualifying Employment for any Participant beginning when the Participant has reached the age of 70 years and 6 months.
- (c) Hour of Service: For purposes of this section and Section 4.12, an “Hour of Service” is each hour for which a Participant is paid, or is entitled to payment –
- (1) For the performance of duties; or
 - (2) On account of a period of time during which no duties are performed due to vacation, unless the employment relationship has terminated, or (irrespective of whether the employment relationship has terminated) due to holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

Notwithstanding the foregoing provisions set forth in this paragraph (c), an Hour of Service shall not include any period of time for which a Participant is paid, or entitled to payment, solely for the purpose of complying with applicable workers’ compensation, unemployment compensation, or disability insurance laws.

- (d) Grandfathering in Changed Circumstances: A determination that post-retirement employment with a particular employer is not disqualifying is not precedential. If the Trustees conclude that a particular employer does not compete with a participating Employer, a Participant may work after retirement for that employer without disqualification even if that employer subsequently becomes a competitor of a

participating Employer. However, once an employer begins to compete with a participating Employer, employment with that employer shall be disqualifying for other Participants who subsequently apply for work at that employer.

Section 4.12 Suspension of Benefits

- (a) Before Normal Retirement Date: The monthly benefit of any Participant who has not attained his Normal Retirement Date shall be suspended for any month in which the Participant is employed in Disqualifying Employment as defined in Section 4.11(b)(1).
- (b) After Normal Retirement Date: If the Participant has attained his Normal Retirement Date, his monthly benefit shall be suspended for any calendar month in which he has engaged in Disqualifying Employment as defined in Section 4.11(b)(2). If such Participant's monthly benefits are suspended and his pension payments are subsequently resumed, the industry and area covered by the Plan for purposes of determining whether the Participant has engaged in further Disqualifying Employment as defined in Section 4.11(b)(2) shall be the industry and area covered by the Plan at the time his benefits were suspended.
- (c) Definition of Suspension: As used in this Section 4.12, the term "Suspension of Benefits" means permanent withholding of pension benefits for the month in which the Participant is engaged in Disqualifying Employment. If pension benefits were paid for a month during which the Participant is subsequently determined to have been engaged in Disqualifying Employment, the overpayment shall be recoverable through deductions from future pension payments, pursuant to paragraph (f)(2) of this section.
- (d) Notices and Responsibilities of Participants:
 - (1) Upon commencement of pension payments or in the month in which the Participant attains his Normal Retirement Date, the Trustees shall notify the Participant by personal delivery of first class mail of the Plan rules governing suspension of benefits. If benefits have been suspended and then resumed, new notification shall, upon resumption, be given to the Participant, if there has been any material change in the suspension rules.
 - (2) A Participant shall notify the Plan in writing within 15 days after commencing employment of any type that is or may be disqualifying under Section 4.11(b)(1) or (b)(2), without regard to the number of hours that the Participant has worked or plans to work in such employment per month. If the Trustees discover that a Participant who has attained his Normal Retirement Date has been engaged in otherwise Disqualifying Employment during any month, they may presume that the Participant has completed 40 Hours of Service in such employment during such month and any subse-

quent month until such time as the Participant gives notice to the Plan that he has ceased such employment. The Participant shall have the right to overcome this presumption by establishing to the satisfaction of the Trustees that his employment was not an appropriate basis for the suspension of benefits under the Plan. The Trustees shall inform all Pensioners at least once every 12 months of the re-employment notification requirements set forth in this paragraph (d)(2). Such information also shall be contained in the notice described in paragraph (d)(1) of this section.

- (3) Upon discontinuance of his Disqualifying Employment, a Participant whose pension benefits have been suspended shall provide the Pension Fund with a notarized statement to that effect. The Trustees shall have the right to withhold benefits until such notarized statement has been received by the Pension Fund.
- (4) Any Participant may request a ruling by the Plan as to whether a particular type of employment is or will constitute Disqualifying Employment under Section 4.11(b)(1) or (b)(2) and thus will result in a suspension of pension benefits. Such ruling requests shall be in writing, shall be addressed to the Pension Fund office, and shall set forth the Participant's name, address, the fact that he is seeking a ruling as to whether a particular type of employment constitutes Disqualifying Employment, and a description of the employment. In addition, the Participant, at the request of the Plan, shall furnish any information or proof reasonably required to rule on the request. The Plan shall furnish the Participant a ruling on his request as soon as reasonably practicable, and in no case later than the normal time period for furnishing a Participant with notice of the denial of a claim for benefits.
- (5) The Plan shall inform a Participant of any suspension of his benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, a general description of the Plan provisions relating to the suspension of benefits, a copy of such provisions, a statement that the applicable U.S. Department of Labor regulations may be found in 29 C.F.R. Section 2530.203-3, and a reference to the procedure for securing a review of the suspension. In addition, the notice shall describe the procedure for the Participant to notify the Plan when his Disqualifying Employment ends. If the Plan intends to recover prior payments made while the Participant was engaged in Disqualifying Employment by offset under paragraph (f)(2) of this section, the suspension notice shall explain the offset procedure and identify the amounts expected to be recovered and the periods of employment to which they relate.

- (e) Review: A Participant shall be entitled to a review of any ruling issued by the Plan pursuant to paragraph (d)(4) of this section as to whether employment constitutes Disqualifying Employment, and of any suspension notice issued pursuant to paragraph (d)(5) of this section, in accordance with the appeals procedure set forth in Section 9.10.

- (f) Resumption of Benefit Payments:
 - (1) Benefits shall be reinstated effective the first calendar month following the month in which the Participant ceases Disqualifying Employment, with payments beginning no later than the third month after the last calendar month for which the Participant's benefit was suspended, provided that the Participant has complied with the notification requirements of paragraph (d)(3) of this section.

 - (2) Benefits paid during any month or months in which the Participant was engaged in Disqualifying Employment shall be offset against, and deducted from, the monthly pension benefits otherwise due the Participant subsequent to the period of suspension. Any offset against, and deduction from, a Participant's monthly pension benefit after he has attained his Normal Retirement Date shall not exceed 25 percent of the monthly pension benefit otherwise due the Participant, except that the Plan may withhold up to 100 percent of the first benefit payment made upon resumption of benefit payments. If a Participant dies before recoupment of overpayments has been completed, deductions shall be made from the benefits payable to the Designated Beneficiary or Spouse.

 - (3) The offset rights extended the Plan hereunder shall not affect, and shall be in addition to, any rights of the Plan, at law or in equity, to recover any pension benefits paid to a Participant while he was engaged in Disqualifying Employment.

Section 4.13 Benefit Payments Following Suspension

- (a) General Rule: After a Suspension of Benefits, the monthly amount of a Participant's pension shall be determined under paragraph (a)(1) and adjusted for any optional form of payment in accordance with paragraph (a)(2). Such amount shall then be further adjusted under paragraph (b) of this section to reflect any additional benefit accruals to which the Participant may be entitled. Nothing in this section shall be deemed to extend to a Participant any benefit increase or adjustment effective after his initial retirement, except as specially required by other provisions of this Plan.
 - (1) Resumed amount: If the Participant's pension was first payable after his attainment of his Normal Retirement Date, monthly benefits shall resume

at the same monthly amount in effect prior to the suspension. If the Participant's pension was first payable before his attainment of his Normal Retirement Date, the amount of the Participant's monthly benefit shall be determined as if it were then being determined for the first time, then reduced by the Actuarial Equivalent of the amount previously received in pension payments. The actuarial reduction shall not reduce the monthly benefit below the amount the Participant received before the suspension of benefits. This amount shall be determined before adjustment, if any, for pension accrual based on reemployment, for changes in the Plan adopted after the Participant first retired, and for any offset because of prior overpayments.

- (2) The amount determined under the subparagraph (1) shall be adjusted for the Joint and Survivor Benefit, Contingent Annuitant Benefit, or any other optional form of benefit in accordance with which the benefits of the Participant and any Contingent Annuitant or beneficiary are payable.

(b) Benefit Payments Following Suspension While Working in Covered Employment:

- (1) A Participant who returns to Covered Employment for an insufficient period of time to earn $\frac{1}{4}$ year of Benefit Accrual Service shall not, on subsequent termination of employment, be entitled to a recomputation of pension amount based on the additional service. If a Participant returns to Covered Employment and earns at least $\frac{1}{4}$ year of Benefit Accrual Service, he shall, upon his subsequent retirement, be entitled to a recomputation of his pension amount, based on any additional years of Benefit Accrual Service. The additional benefit amount, if any, attributable to such service shall be computed without adjustment pursuant to paragraph (a)(1) for prior benefit payments or suspension but with adjustment pursuant to paragraph (a)(2) for any optional benefit form. The resulting amount shall be added to the monthly amount computed under paragraph (a), except that if the total amount of Benefit Accrual Service exceeds 20 years, only 20 years shall be used. The 20 years to be used shall be those years that produce the highest level of benefits.
- (2) A Participant whose benefits are suspended immediately after the annuity starting date and who never receives payments shall be entitled, upon the commencement of payments after the period of suspension, to a new election as to the Joint and Survivor Benefit, the Contingent Annuitant Benefit or any other optional form of benefit. A Participant who receives benefits, has benefits suspended, and then receives benefits following a suspension is not entitled to a new election.

- (c) Effect on Joint and Survivor Option and Other Options: A Joint and Survivor Benefit, or Contingent Annuitant Benefit in effect immediately prior to suspension of benefits shall remain effective if the Participant's death occurs while his benefits are in suspension. The benefit amount shall be the Survivor's Percentage of the amount to which the Participant would have been entitled under paragraphs (a) and (b) of this section if he had re-retired on the day before his death. For the purposes of the preceding sentence, the "Survivor's Percentage" shall be as defined in Section 8.1(e) in the case of a Joint and Survivor Benefit, and the percentage elected by the Participant as defined in Section 8.2(e) in the case of the Contingent Annuitant Benefit.

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, 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 section 1.415(c)-2(a) of the Income Tax Regulations, including all items listed in section 1.415(c)-2(b) and excluding (a) all items listed in 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 4.15 General Conditions

A Participant shall not be entitled to receive a pension under more than one of the foregoing sections of this Article, nor shall a benefit be payable on account of the death of a Participant under more than one of the foregoing sections of this Article. A Participant who begins receiving pension benefits under any section of this Article shall, by virtue of having applied for such benefits, be deemed to have waived any right, and shall not thereafter be entitled to receive benefits under any other section of this Article, except as set forth in Section 4.7(d) and 4.8(c) (return to Covered Employment after commencement of Disability Pension or payment of Lump Sum Disability Benefit). In the event of a Participant's death or other termination of Covered Employment before he meets the requirements for any benefits which are set forth in this Article, no benefit shall be paid under this Plan to or on account of such Participant.

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); or
- (3) 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.

- (d) A “direct rollover” is a payment by the plan to the eligible retirement plan specified by the distributee.
- (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

- (a) Pursuant to Section 6.3(a), certain periods of service in the uniformed services of the United States shall be deemed to constitute Benefit Accrual Service.
- (b) A Participant who dies while performing qualified military service within the meaning of the Heroes Earnings Assistance and Relief Tax (HEART) Act will be treated as if he had returned to Active Employment with his last Contributing Employer on the day preceding his death and then terminated such employment on the date of his death.
- (c) A Participant who becomes disabled while performing qualified military service within the meaning of the Heroes Earnings Assistance and Relief Tax (HEART) Act will be treated as if he had returned to Active Employment with his last Contributing Employer on the day preceding his disability and then terminated such employment on the date of his disability.
- (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).

ARTICLE 5 PARTIAL PENSIONS

Section 5.1 Purpose

Partial Pensions are provided under this Plan for Employees who would otherwise lack sufficient Vesting Service/Benefit Accrual Service to be eligible for any pension because their years of employment were divided between different pension plans or, if eligible, whose pensions would be less than the full amount because of such division of employment.

Section 5.2 Related Plans

By resolution duly adopted, the Trustees may recognize one or more other pension plans, which have executed a Reciprocal Agreement to which this Plan is a party, as Related Plans.

Section 5.3 Related Service Credits

Vesting Service/Benefit Accrual Service accumulated and maintained by an Employee under a Related Plan shall be recognized under this Plan as Related Vesting Service/Related Benefit Accrual Service. The Trustees shall compute Related Vesting Service/Related Benefit Accrual Service on the basis on which that credit has been earned and credited under the Related Plan and certified by the Related Plan to this Plan.

Section 5.4 Combined Vesting Service/Benefit Accrual Service

The total of an Employee's Vesting Service/Benefit Accrual Service under this Plan and Related Vesting Service/Related Benefit Accrual Service together comprise the Employee's Combined Vesting Service/Combined Benefit Accrual Service. Not more than one year of Combined Vesting Service/Combined Benefit Accrual Service shall be counted in any calendar year.

Section 5.5 Eligibility

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

- (a) Eligible For Other Benefit: He would be eligible for any type of pension under this Plan (other than a Partial Pension) if his Combined Vesting Service/Combined Benefit Accrual Service were treated as Vesting Service/Benefit Accrual Service under this Plan; and
- (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 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

- (c) Eligible For Benefit From Related Plan And Terminal Plan: He is found to be –
- (1) eligible for a Partial Pension from a Related Plan; and
 - (2) eligible for a Partial Pension from the Terminal Plan.

The “Terminal Plan” shall be deemed to be the Plan associated with the local Union which represents the Employee at the time of, or immediately prior to, his retirement. If at the time the Employee was not a member of any one such local Union, the “Terminal Plan” is the one to which the bulk of contributions were paid on behalf of the Employee in the 36 consecutive calendar months immediately preceding his retirement; and

- (d) Eligible Participant’s Waiver Rights: A Pension is not payable to him from a Related Plan independently of its provisions for a Partial Pension. However, an Employee who is entitled to a pension other than a Partial Pension from this Plan or a Related Plan may elect to waive the other pension and qualify for the Partial Pension.

Section 5.6 Breaks in Service

In applying the rules of this Plan with respect to cancellation of Vesting Service/Benefit Accrual Service, any period in which an Employee has earned Related Vesting Service/Related Benefit Accrual Service shall not be counted in determining whether there has been a period of no covered employment sufficient to constitute a Break in Service. Employment not covered by a Related Plan or Terminal Plan for less than 5 years shall not constitute a Break in Service.

Section 5.7 Election of Pensions

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

Section 5.8 Partial Pension Amount

The amount of the Partial Pension shall be determined as follows:

- (a) Combined Benefit Accrual Service: The amount of the pension to which the Employee would be entitled under this Plan taking into account his Combined Benefit Accrual Service shall be determined; then

- (b) Benefit Accrual Service Fraction: The amount of Benefit Accrual Service earned with this Plan since January 1, 1955, shall be divided by the total amount of combined Benefit Accrual Service earned by the Employee since January 1, 1955; then
- (c) Partial Pension Formula: The fraction so determined in (b) shall be multiplied by the pension amount determined in (a) and the result shall be the Partial Pension amount payable by this Plan.

Section 5.9 Payment of Partial Pensions

The payment of a Partial Pension shall be subject to all the conditions contained in this Plan applicable to other types of pensions including, but not limited to, retirement as defined in Section 4.11 and timely application.

ARTICLE 6 CREDITING OF SERVICE

Section 6.1 Benefit Accrual Service - Employment Prior to the Contribution Period (Past Service)

- (a) For Employee of Employer Obligated to Contribute on September 1, 1957: If an Employee's Employer became obligated to contribute to the Pension Fund with respect to an Employee on September 1, 1957, the Employee will be credited with Benefit Accrual Service for service prior to that date as follows:
- (1) 1 year for each calendar year in which the Employee completed at least 1,575 Hours of Service in Covered Employment; and
 - (2) $\frac{1}{2}$ year for each calendar year in which the Employee completed at least 900 but less than 1,575 Hours of Service in Covered Employment.
- (b) For Employee of Employer First Required to Contribute After September 1, 1957: If an Employee's Employer first became obligated to contribute to the Pension Fund with respect to an Employee after September 1, 1957, then the Employee shall be credited with Benefit Accrual Service for service prior to the date of such obligation as follows:
- (1) With that Employer: In the manner set forth in paragraph (a) of this section for all periods of Covered Employment with that Employer, except that –
 - (A) No service credited under this subparagraph (b)(1) shall be recognized for retirement under this Plan until the Employer has paid contributions to this Plan with respect to the Employee for 17 months; and
 - (B) No service shall be credited under this subparagraph (b)(1) that would duplicate service credited under subparagraph (b)(3) of this section; and
 - (C) If an Employer avoids withdrawal liability, no Participant shall accrue benefits as a result of service with that Employer before the Employer had an obligation to contribute under the Plan.
 - (2) With other Employers: In the manner set forth in paragraph (a) of this section for all periods of Covered Employment with any other contributing Employer, provided that –

- (A) The Employee is one of a group of the Employer's Employees that is transferred into the jurisdiction of the Pension Fund;
 - (B) The Trustees determine that the Employees in the group compare favorably in age and prior service in Covered Employment with the age and prior service on which the Plan was instituted and their admission would not be harmful to the Fund;
 - (C) The Employee is not eligible for a Partial Pension as set forth in Article 5;
 - (D) Five (5) years of contributions have been made to the Pension Fund on behalf of the Employee before the Employee applies for a pension; and
 - (E) No service shall be credited under this subparagraph (b)(2) that would duplicate service credited under subparagraph (b)(3).
- (3) With other Funds: Equal to the Employee's accumulated years of benefit accrual service, however labeled (e.g. "Pension Credit"), as computed under any other jointly-administered Teamsters Pension Fund, provided that –
- (A) The Employee is one of a group of the Employer's Employees that is transferred into the jurisdiction of the Pension Fund;
 - (B) The Trustees determine that the Employees in the group compare favorably in age and prior service in Covered Employment with the age and prior service on which the Plan was instituted and their admission would not be harmful to the Fund;
 - (C) The Employee is not eligible for a Partial Pension as set forth in Article 5; and
 - (D) Five (5) years of contributions have been made to the Pension Fund on behalf of the Employee before the Employee applies for a pension.
- (c) Reservation of Rights: This paragraph applies when Employees of new participating Employers are not credited with Benefit Accrual Service under paragraph (b) solely because the Trustees do not determine that the conditions set forth in subparagraph (b)(2)(B) or subparagraph (b)(3)(B) are satisfied, the Trustees reserve the right to impose modifications, limitations, or qualifications as to pension

benefits and Employer contribution amounts for the acceptance of new participating Employers as they deem necessary, based on the actuarial compatibility of such new Employees, as compared with Employees already covered by the Plan. Such new Employees shall be credited with Benefit Accrual Service accordingly. This paragraph shall not be interpreted so as to permit additional Benefit Accrual Service to be credited to Employees who are employed by an Employer who was obligated to contribute to the Pension Fund on September 1, 1957.

- (d) Break in Continuity: Notwithstanding paragraphs (a) and (b) of this section, no credit shall be given for service before a Break in Continuity. For the purposes of this section, a “Break in Continuity” shall have the same meaning as a pre-ERISA Break in Service under Section 6.4(a) or a Permanent Break in Service under Section 6.4(b)(2), as applicable, except that, for periods before September 1, 1957, the 2-year limitation of Section 6.4(d)(2) (grace period for periods of Total Disability) shall not apply.

Section 6.2 Benefit Accrual Service - Employment During the Contribution Period (Future Service)

- (a) General Rule: For each calendar year, an Employee shall be credited with Benefit Accrual Service (“BAS”) on the basis of the number of Hours of Service that he completes in Covered Employment, as set forth in the following table:

<u>Hours of Service:</u>		<u>Before 1/1/85</u>	<u>BAS:</u>
At least	But less than		
900	1,575		0.50 year
1,575	--		1.00 year

<u>Hours of Service:</u>		<u>On or after 1/1/85</u>	<u>BAS:</u>
At least	But less than		
501	900		0.25 year
900	1,170		0.50 year
1,170	1,575		0.75 year
1,575	--		1.00 year

- (b) Special Rule: Notwithstanding the definition in Section 2.14, “Covered Employment” in this section shall include only employment for which contributions are required to be made to the Pension Fund.
- (c) Special Rule: Between July 1 and the date on which the Fund is lawfully permitted to award future Benefit Accrual Service, Participants shall receive no future Benefit Accrual Service for any Employment with YRC Worldwide, Inc., USF

Holland, Inc., and New Penn Motor Express, Inc. (collectively "YRCW") for the purpose of accruing pension benefits under the Plan. Between July 1, 2009 and May 31, 2011, employees of YRCW may make self-payments pursuant to Section 6.9(e) for sufficient weeks to purchase 1.00 year of Benefit Accrual Service for calendar year 2009 and 2010 and to purchase a partial year of Benefit Accrual Service for calendar year 2011. Provided they make such contributions, Participants shall continue to accrue credit for Covered Employment with YRCW for the purposes of eligibility, vesting, eligibility for early retirement, eligibility for normal retirement and eligibility for pre-retirement death benefits under the Plan.

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

In addition to earning Benefit Accrual Service while working in Covered Employment, an Employee shall earn Benefit Accrual Service subject to the following provisions:

- (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:
 - (1) If the period of service in the uniformed services was less than thirty-one (31) days, the person must report no later than the beginning of the first full regularly scheduled work period on the first full calendar day after the person completes service. Allowance will be made, however, for the person's safe transportation from the place of service to his/her residence plus an eight hour period. If this is impossible or unreasonable through no fault of the returning veteran, then the returning veteran must give notice as soon as possible after the eight-hour period.
 - (2) If the period of uniformed service is more than thirty (30) but less than one hundred and eighty (180) days, the person must submit an application no later than fourteen (14) days after completion of service. If meeting the deadline is impossible or unreasonable, the next first full calendar day when making application is possible is sufficient.
 - (3) If the period of uniformed service is more than one hundred and eighty (180) days, the person has ninety (90) days after completion of service to reapply for employment.

- (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.

- (b) Disability: An Employee shall receive credit for periods of disability for which accident and sickness benefits were paid by Teamsters Joint Council No. 83 of Virginia Health and Welfare Fund, or for which the Employee was compensated under the Worker's Compensation Law, provided that, in either case, the Employee's Employer was required to make contributions on the Employee's behalf to the Pension Fund during the period of disability.
- (c) Contributions by an Employee: If an Employee is not working in Covered Employment, but is permitted to make Voluntary Contributions to the Plan under Section 6.9, he shall receive full credit for Benefit Accrual Service for the period covered by such contributions.
- (d) Contributions for periods spent in the Uniformed Service of the United States: An Employer reemploying a person within the meaning of Section 6.3(a) shall be liable to the Pension Fund for contributions which would have been made while the person served in the uniformed services. If the employer reemploying the person is not the employer who last employed the person before he entered the uniformed services, each employer shall be liable to the Pension Fund for half of the required contributions.

Section 6.4 Breaks in Service

- (a) On or before August 31, 1976. Pre-ERISA Break in Service: An Employee's previously accumulated Benefit Accrual Service shall be canceled if, before August 31, 1976, he failed to earn at least ½ year of Benefit Accrual Service in a period of 3 consecutive calendar years, unless the Employee was already Vested as set forth in Section 6.5. The cancellation of Benefit Accrual Service results in a cancellation of Vesting Service, as set forth in Section 6.6(a).
- (b) On or after September 1, 1976:
- (1) One-Year Break in Service: An Employee will incur a One-Year Break in Service in any calendar year ending after September 1, 1976, in which he fails to complete at least 501 Hours of Service. A One-Year Break in Service terminates a non-vested Employee's participation in the Plan as set forth in Article 3.

- (2) Permanent Break in Service: An Employee who is not Vested as set forth in Section 6.5(a) or (b) shall incur a Permanent Break in Service –
 - (A) Before January 1, 1987, if he incurs consecutive One-Year Breaks in Service, at least one of which is incurred after September 1, 1976, that equal or exceed the number of years of Vesting Service that he has accumulated; and
 - (B) After January 1, 1987, if he incurs consecutive One-Year Breaks in Service that equal or exceed the greater of –
 - (i) the number of years of Vesting Service that he has accumulated; or
 - (ii) 5 years.

Upon a Permanent Break in Service, the Employee's previous Vesting Service and Benefit Accrual Service shall be canceled. Such Employee's participation in the Plan shall also be affected, as set forth in Article 3.

(c) Exceptions to Break in Service Rule:

- (1) Whether or not he is so entitled under the, 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.
- (2) An Employee shall be allowed a grace period if his absence from Covered Employment is due to Total Disability for work in Covered Employment. This grace period is to consist of up to 2 years for which the Employee failed to earn Benefit Accrual Service because of Total Disability. For purpose of this provision, an Employee shall be deemed Totally Disabled only if on the basis of medical evidence satisfactory to the Trustees he has been found to be totally unable as a result of bodily injury or disease to engage in Covered Employment. The Trustees shall be the sole and final judges of Total Disability within the meaning of this section and of the entitlement to the grace period provided for herein.

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.

- (b) Post-ERISA Vesting Determination: Between September 1, 1976, and December 31, 1996, a Participant shall be Vested upon the earlier of his reaching his Normal Retirement Date or accumulating:
 - (1) 10 years of Vesting Service, as defined in Section 6.6(b), for Schedules BA, AA, 1A, 2, 3, 4A, 4B, 4C, 5A, 5B, 5C, 6A, 6B, and 7A;
 - (2) Before August 1, 1992, 7 years of Vesting Service, as defined in Section 6.6(b), for Schedule 7C; or
 - (3) 5 years of Vesting Service, as defined in Section 6.6(b), for Schedules 7B, 8A, 8C, 9A and 9B and, effective August 1, 1992, Schedule 7C; or
 - (4) 5 years of Vesting Service, as defined in Section 6.6(b), for a Participant whose participation is not the result of a collective bargaining agreement between his or her union and Employer, regardless of the Schedule.
- (c) On and after January 1, 1997, a Participant shall be Vested upon the earlier of his reaching his Normal Retirement Date or accumulating 5 years of Vesting Service as defined in Section 6.6(b).
- (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

- (a) Pre-ERISA Determinations: At any time before September 1, 1976, a Participant's accumulated years of Vesting Service shall equal his accumulated years of Benefit Accrual Service.
- (b) Post-ERISA Determinations: At any time on or after September 1, 1976, a Participant's accumulated years of Vesting Service shall equal the pre-ERISA component determined in accordance with subparagraph (b)(1) of this section plus the number of years credited in accordance with subparagraph (b)(2) of this section, except to the extent that prior service is canceled under Section 6.4(b)(2) as a result of a Permanent Break in Service.
 - (1) The pre-ERISA component shall be the Participant's accumulated years of Benefit Accrual Service as of December 31, 1975, except that it shall be the following, if greater: the Participant's accumulated years of Benefit Accrual Service on that date computed as if 1 year had been credited for 1000 or more Hours of Service in a calendar year and no credit given for

less than 1000 Hours of Service, but otherwise in accordance with the rules of Sections 6.1, 6.2, 6.3, and 6.4(a).

- (2) An Employee shall be credited with 1 year of Vesting Service for each calendar year after 1975 in which he completes 1000 or more Hours of Service, and ½ year for each calendar year in which he completes at least 501 but less than 1000 Hours of Service.
- (c) Special Rule 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 6.7 Verification of Employee’s Employment

Benefit Accrual Service for employment on and after September 1, 1976, shall be recognized on the basis of Social Security records of employment with Contributing Employers when other records are inadequate.

Section 6.8 Maximum Service

No Employee or Participant shall receive more than 1 full year of Vesting Service or Benefit Accrual Service in any single calendar year, except in connection with the Initial Computation Period as set forth in Section 6.6(c)(2).

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 Service may

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.

- (b) To Avoid Proration of Benefits: Effective November 17, 1987, a Vested Participant who returns to Covered Employment after incurring a One-Year Break in Service and subsequently terminates Covered Employment after earning at least 4 but less than 5 years of Benefit Accrual Service, such that benefits payable under the Plan are to be prorated as set forth in Section 4.2, may pay Voluntary Contributions to the Fund on his own behalf to earn one additional year of Benefit Accrual Service and avoid the proration of his benefits under the Plan, provided his subsequent termination resulted from one of the following events and he notifies the Fund in writing of his intention to pay Voluntary Contributions within sixty (60) days from the later of the date he leaves Covered Employment or such event –

- (1) the cessation of his Employer's business;
- (2) the bankruptcy of his Employer;
- (3) a change in operations of his Employer's business;
- (4) his Total and Permanent Disability;
- (5) a permanent layoff as described in the Collective Bargaining Agreement under which he is covered at the time of such permanent layoff; or

(6) his declining a transfer to another location offered to him pursuant to a change in operations of his Employer's business, provided that such location is not covered by the Fund.

(c) Special 3-Year Rule For Employees Who Become Totally Disabled to Perform the Duties of their Occupation:

(1) A Participant who, while working in Covered Employment, becomes totally disabled to perform the duties of his occupation as a result of an injury, accident or illness that occurred on or after January 1, 1996 and who –

(A) has earned at least 17 but less than 19 years of Benefit Accrual Service;

(B) has earned at least 22 but less than 24 years of Benefit Accrual Service; or

(C) has earned at least 27 but less than 29 years of Benefit Accrual Service

may pay up to three additional years of Voluntary Contributions on his own behalf to earn 20, 25 or 30 years of Benefit Accrual Service.

(2) Effective January 1, 1999, Voluntary Contributions may be paid to accumulate service up to 18.00, 19.00, 20.00, 23.00, 24.00, 25.00, 28.00, 29.00 or 30.00 years of Benefit Accrual Service. Between July 15, 1999 and December 31, 2008, fifty-two weeks of contributions will no longer be required for the purchase of the 18th, 19th, 23rd, 24th, 28th, and 29th year of Benefit Accrual Service.

(3) The Participant must notify the Fund in writing of his intention to pay Voluntary Contributions within sixty (60) days from the later of the date of his disability to perform the duties of his occupation or the date his former Employer ceases to pay contributions on his behalf to the Fund.

(4) Between January 1, 1995, and January 1, 1996, only Participants who received Workers' Compensation as a result of a work-related injury, accident or illness that occurred on or after November 17, 1987 were eligible to pay Voluntary Contributions as stated in paragraph (c)(1).

(d) Special 3-Year Rule For Employees Who Become Unemployed As A Result Of A Plant Closure or the Layoff of all Participating Employees

Effective June 1, 2001, a Participant who becomes unemployed may make Voluntary Contributions as provided in paragraph (c), provided that –

- (1) on or after June 1, 2001, his Employer either permanently closes the facility or permanently lays off all participating Employees at the facility at which he was last employed;
- (2) he has no contractual right to transfer, bump or otherwise move to any other facility operated by the Employer; and
- (3) he notifies the Fund in writing of his intention to pay Voluntary Contributions within sixty (60) days from the date he leaves Covered Employment as a result of the plant closure.

(e) Special Rules for Employees of YRCW.

- (1) Between July 1 and August 31, 2009, Participants employed with YRC Worldwide, Inc., USF Holland, Inc. and New Penn Motor Express, Inc. (collectively "YRCW") may make Voluntary Contributions to purchase sufficient hours of service to reach 1.00 BAS for calendar year 2009, provided that –
 - (A) the Participant may make Voluntary Contributions only for periods of Covered Employment between July 1 and August 31, 2009;
 - (B) the Participant makes the Voluntary Contribution no later than 60 days after the conclusion of the month in which the work was performed.

If the Fund recovers contributions which YRCW was required to make to the Fund for work performed by the Participant between July 1 and August 31, 2009, the Fund will reimburse the Participant for the amount of his Voluntary Contributions, with interest.

- (2) Between January 1, 2010, and May 31, 2011, Participants employed by YRCW, after executing a Participation Agreement, may make Voluntary Contributions pursuant to the same terms, conditions and timetable upon which YRC would have made contributions, including the requirement that contributions be paid on every week the employee works or is on vacation. Participants employed by YRCW must exercise this option by returning to the Fund Office executed copies of a Participation Agreement within 60 days of notice from the Fund of the right to make such Voluntary Contributions. If the Employee fails to make a timely payment, the Trustees will apply the Collection Procedures pursuant to Article V of the Agreement and Declaration of Trust, or may terminate the executed Participation Agreement and refund all of the Employee's Voluntary Contributions so that the Employee receives no Benefit Accrual Service for any

Voluntary Contribution made pursuant to such Agreement. If the Fund recovers contributions which YRCW was required to make to the Fund for work performed by the Participant between January 1, 2010, and May 31, 2011, the Fund will reimburse the Participant for the amount of his Voluntary Contributions, with interest.

- (3) Between July 1, 2009, and May 31, 2011, if YRCW either permanently closes a facility or permanently lays off all participating Employees at the facility at which they were last employed, Participants employed by YRCW will be treated as if YRCW became a Contributing Employer on the day before the permanent closure or permanent layoff. A Participant may then exercise his rights pursuant to Section 6.9(a) or (d).

(f) Payment of Voluntary Contributions:

- (1) A Participant who satisfies the criteria set forth in this Section 6.9, paragraphs (a), (b), (c), (d) or (e), and elects to pay Voluntary Contributions, must pay such Voluntary Contributions in an amount equal to the amount that his Employer was obligated to contribute to the Fund on his behalf for regular full time Employees under the Collective Bargaining Agreement covering such Participant at the time he left regular full time Employment.
- (2) Voluntary Contributions may be paid only for as long a period of time as is required to enable the Participant to earn a total of 5, 20, 25 or 30 years of Benefit Accrual Service, whichever is applicable, except as permitted by paragraph (e).
- (3) Voluntary Contributions may be paid in two ways:
 - (A) Quarterly: Payments are made in advance directly to the Plan as billed by the Fund Office. Voluntary Contributions for the 5th year of Benefit Accrual Service must be paid quarterly.
 - (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 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.
- (4) Effective for those retiring January 1, 2009 and after, the following weeks of contributions must be paid to receive the applicable Benefit Accrual Service:

For $\frac{1}{4}$ year of Benefit Accrual Service – 19 weeks,
For $\frac{1}{2}$ year of Benefit Accrual Service – 25 weeks,
For $\frac{3}{4}$ year of Benefit Accrual Service – 34 weeks, and
For 1 year of Benefit Accrual Service – 52 weeks.

- (g) Nonforfeitability: Voluntary Contributions made by a Participant in accordance with the provisions set forth in this Section 6.9 shall be non-forfeitable and shall be accounted for in a separate account for the Participant. If the Participant, for any reason, does not make all the necessary payments to earn the applicable year(s) as set forth in paragraphs (a) through (d), above, or if the Participant returns to employment with a Contributing Employer and the Employer pays contributions enabling the Participant to earn such years of Benefit Accrual Service, the full amount of the Participant's contributions, plus interest at 120% of the Federal midterm rate per annum, shall be returned to the Participant.
- (h) Employer Contributions: Effective June 9, 2003, any Voluntary Contributions permitted to be paid by a Vested Participant may be paid by the Vested Participant's former Employer on the Vested Participant's behalf. If the Voluntary Contributions are paid by an Employer, the provisions of Section 6.9(g) shall not apply.

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 contribu-

tions, 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 months preceding the suspension and for the average number of weeks on which contributions were based during that six month period.

ARTICLE 7 MANDATORY EMPLOYEE CONTRIBUTIONS

Section 7.1 Contributions

- (a) Employer Responsibility: In the event a Collective Bargaining Agreement between an Employer and the Union provides that the contributions due the Pension Fund are required to be made, in whole or in part, by Employees, and the Trustees consent to accept such mandatory employee contributions, the Employer shall be responsible for collecting such contributions from the Employees by payroll deduction and shall deliver such contributions, together with the contributions, if any, due from the Employer under the Collective Bargaining Agreement, to the Pension Fund in accordance with the Pension Fund's Rules and Regulations Governing the Payment and Collection of Employer 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.

Section 7.2 Return of Employee Contributions

If an employee who has made Mandatory Employee Contributions terminates from Covered Employment without being eligible for a vested benefit derived from Employer contributions, his Mandatory Employee Contributions shall be paid as a benefit subject to the following conditions:

- (a) If Amount Is \$5,000.00 Or Less: If the value of the Accumulated Mandatory Employee Contributions is \$5,000 or less, the benefit may be payable in a single lump sum distribution directly to the Participant or as a direct rollover as provided in Section 4.16 no later than December 31st of the second plan year following the plan year in which employment was terminated. If the Participant does not affirmatively elect the distribution to be paid as a lump sum directly to him or in a direct rollover, the benefit, if at least \$1000 will be paid in a direct rollover to an individual retirement plan. If the amount is less than \$1000, the distribution will be paid directly to him as a lump sum.
- (b) If Amount Exceeds \$5,000.00: If the value of the Accumulated Mandatory Employee Contributions is more than \$5,000, then the Employee may elect to receive his benefit as –
 - (1) a deferred benefit commencing at Normal Retirement Date in the form of a monthly annuity, or

- (2) an immediate benefit payable in the form of a monthly annuity, or
- (3) a single lump sum distribution paid no later than December 31st of the second plan year following the plan year in which employment was terminated, provided that the Employee, and his or her spouse where applicable, consents in writing to the lump sum distribution and waives receipt of the benefit derived from Accumulated Mandatory Employee Contributions payable in the form of the qualified Joint and Survivor annuity.

If the Participant does not affirmatively elect the distribution to be paid as in (2) an immediate benefit payable in the form of a monthly annuity, or as in (3) a single lump sum distribution, the benefit will be paid as in (1) a deferred benefit commencing at Normal Retirement Date in the form of a monthly annuity. 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.
- (d) For purposes of determining the value of the Accumulated Mandatory Employee Contributions, Mandatory Employee Contributions are credited with interest as prescribed by Code Section 411(c)(2)(C).
- (e) Following a distribution under this section, the Plan shall disregard all earned service applicable to such distribution, subject to the following:
 - (1) If a former Employee returns to Covered Employment, the Employee shall be given the opportunity to repay with interest the amount of the distribution. Such repayment must be made within five years of such return to Covered Employment.
 - (2) Following such repayment, the Employee shall be re-credited with all such service that had previously been disregarded as a result of such distribution.

- (3) The interest required on repayment shall be compounded annually at the rate of 120% of the Federal mid-term rate (as in effect under Code Section 1274(d) for the first month of each Plan Year) from the date of distribution to the date of repayment.

ARTICLE 8: JOINT AND SURVIVOR AND PRE-RETIREMENT SURVIVOR'S BENEFITS

Section 8.1 Joint and Survivor Benefit (At Retirement)

- (a) Purpose: The purpose of this section is to provide death benefit protection to the spouse of each Participant who retired on a pension without specifically rejecting this form of benefit.
- (b) Eligibility: Any pension payable to a legally married Participant under Article 4 or 5 of this Plan shall automatically be paid in the form of a Joint and Survivor Benefit unless the Participant files an election as set forth in paragraph (d) of this section.
- (c) Notice to Participant: After an application for a pension is filed in accordance with Section 9.2, the Trustees shall notify the Participant of the terms and conditions of the Joint and Survivor Benefit and the financial effect on the Participant's monthly retirement income of receiving or rejecting that benefit.
- (d) Election: A Participant may reject the Joint and Survivor Benefit form of payment by filing with the Board of Trustees, at any time during the Election Period, a written election to receive his pension in the form of a single life pension. An election under this paragraph must be consented to by the Participant's Spouse. The Spouse's consent must be witnessed by a notary public. Notwithstanding this consent requirement, spousal consent is not required if the Participant establishes to the satisfaction of the Board of Trustees that such written consent may not be obtained because there is no spouse or because the spouse cannot be located; if consent is obtained from the spouse's legal guardian in situations where the spouse is legally incompetent to give consent; or if the Participant has obtained a court order to the effect that the Participant is legally separated or has been abandoned, unless a Qualified Domestic Relations Order provides otherwise. Any consent necessary under this paragraph will be valid only with respect to the Spouse who signs the consent or, in the event of a deemed consent under the above requirements, with respect to the Spouse who is deemed to have consented. An election to reject the Joint and Survivor form of benefit may be made, or revoked if already made, at any time during the Election Period. An election made before January 1, 1985, or a revocation of a prior election made at any time, does not require the consent of the Participant's Spouse. No election or revocation may be made after benefits commence.
- (e) Payment: Under the Joint and Survivor Benefit, a reduced amount shall be paid to the Participant for his lifetime; and the Spouse of the Participant, if surviving at the Participant's death, shall be entitled to receive thereafter a monthly amount

equal to the Survivor's Percentage of the reduced monthly amount which had been payable to the Participant. The reduced amount payable to the Participant shall be determined so that the aggregate of the pension payments expected to be made to the Participant and his Spouse shall be the Actuarial Equivalent of the Participant's pension determined under Article 4 or 5. As used in this paragraph, the term "Survivor's Percentage" means 50%, 66.7%, 75%, or 100%, as elected by the Participant. A Participant's election of the Survivor's Percentage does not require the consent of the Participant's spouse. The last payment of the Joint and Survivor Benefit shall be made as of the first day of the month in which the death of the Spouse occurs.

- (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 8.2 Contingent Annuitant Benefit (at retirement)

- (a) Purpose: The purpose of this section is to provide lifetime survivor benefits to the Contingent Annuitant of an unmarried Participant.
- (b) Eligibility: Contingent Annuitant Benefits will be available on behalf of Participants who elect such form of benefit payment upon retirement.
- (c) Notice to Participant: After an application has been filed in accordance with Section 9.2, the Trustees shall notify the Participant of the terms and conditions of the Contingent Annuitant Benefit and the financial effect on the Participant's monthly retirement income of receiving such benefit.
- (d) Election: A Participant may receive his monthly benefit and thus provide a lifetime benefit to his Contingent Annuitant if the Contingent Annuitant survives the Participant by completing the proper forms supplied by the Trustees.
- (e) Payment: Under the Contingent Annuitant Benefit, a reduced amount shall be paid to the Participant for his lifetime, and the Contingent Annuitant of the Participant, if surviving at the Participant's death, shall be entitled to receive thereafter

a monthly amount equal to the Survivor's Percentage of the reduced monthly amount which had been payable to the Participant. The reduced amount payable to the Participant shall be determined so that the aggregate of the pension payments expected to be made to the Participant and the Contingent Annuitant shall be the Actuarial Equivalent of the Participant's pension determined under Article 4 or 5. As used in this paragraph, the term "Survivors Percentage" means 50%, 66.7%, 75%, or 100%, as elected by the Participant. However, Survivor Percentage options that would incur a reduction due to the Minimum Distribution Incidental Benefit (MDIB) requirements of Internal Revenue Service regulation 1.401(a)(9)-2 shall not be made available to the Participant at retirement. The last payment of the Contingent Annuitant Benefit shall be made as of the first day of the month in which the death of the Contingent Annuitant occurs.

- (f) Notwithstanding any other provisions of the plan, the Survivor's Percentage for a Contingent Annuitant (based on the form of a Joint and Survivor Annuity option) shall be based upon the adjusted age differential between the Participant and the Contingent Annuitant. The Survivor's Percentage will comply with 26 C.F.R. §1.401(a)(9)-6 or any successor regulation. The Adjusted Participant/Contingent Annuitant Differential is determined by first calculating the excess age of the Participant over the age of the Contingent Annuitant based on their ages on their birthdays in a calendar year. Then, if the Participant is younger than 70, the age difference is reduced by the number of years the Participant is younger than 70 on the Participant's birthday in the calendar year that contains the annuity starting date.
- (g) Death of the Contingent Annuitant: Once pension benefit payments to the Pensioner have commenced, the monthly payments determined under paragraph (e) of this section shall not increase if the Contingent Annuitant predeceases the Pensioner. Effective August 1, 2000, if the Contingent Annuitant of a Participant, whose monthly benefit is paid in the form of a Joint and Survivor benefit predeceases the Participant, 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 Contingent Annuitant's death certificate. In no case will the increase occur before August 1, 2000.

Section 8.3 Preretirement Survivor's Benefit

- (a) Purpose: The purpose of this section is to provide death benefit protection to the Eligible Spouse or Contingent Annuitant of certain Participants who die before retiring.
- (b) Eligibility: A Pre-retirement Survivor Benefit shall be provided under this section to the Eligible Spouse or Contingent Annuitant of any Participant who accumulat-

ed at least 1 Hour of Service on or after September 1, 1976, and whose death occurs –

- (1) After August 23, 1984, for married Participants or after April 1, 1998, for unmarried Participants,
 - (2) On or after he becomes Vested under Section 6.5, and
 - (3) Before any benefits would be payable to him under Section 9.11.
- (c) Payment - Death after Early Retirement Date: If the Participant's death occurs after his Early Retirement Date,
- (1) 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 under Section 8.1(e) or Contingent Annuitant Benefit under Section 8.2(e) if he had retired on the date preceding the date of his death and elected to receive the Joint and Survivor Benefit or Contingent Annuitant Benefit, whichever is applicable with a Survivor Percentage of 50%. Effective May 1, 2001, the Survivor percentage shall be 100%.
 - (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 Par-

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 70½. 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.
 - (f) Notwithstanding any other provision of the Plan, all Pre-retirement Survivor's Benefits shall comply with the required minimum distribution rules of Code Section 401(A)(9) and the Regulations prescribed thereunder and the incidental death benefit requirements under Treasury Regulations Section 1.401(b)-1.

ARTICLE 9: CLAIMS PROCEDURE

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 9.2 Advance Written Application Required

Application for a pension shall be made in writing in a form and manner prescribed by the Trustees and shall be filed with the Trustees at least two months in advance of the first month for which pension benefits are payable (one day in advance, for a Disability Pension under Section 4.7). No pension benefits shall be payable for a period preceding the second month (the first day, in the case of a Disability Pension under Section 4.7) after the date that the Employee makes written application for such benefit to the Trustees in the form and manner prescribed by the Trustees.

Section 9.3 Information Required

Each and every Employee, Participant, and Pensioner shall furnish to the Trustees any information or proof requested by them and reasonably required to administer this Plan. Failure on the part of any Employee, Participant, or Pensioner to comply with such requests promptly and in good faith shall be sufficient grounds for denying or discontinuing benefits for such person. If an Employee, Participant, or Pensioner makes a false statement material to his claim, any or all benefits may be denied, and the Trustees shall have the right to recover any payment paid in reliance on such false statements.

Section 9.4 Action by Trustees

The Trustees shall be the sole judges of –

- (a) The standard of proof required in any case;
- (b) The application and interpretation of this Pension Plan;
- (c) Entitlement to or amount of benefit; and

- (d) Crediting of Benefit Accrual Service or Vesting Service.

Section 9.5 Facility of Payment

In the event it is determined to the satisfaction of the Trustees that a Pensioner or Designated Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payment due may be applied, in the discretion of the Trustees, to the maintenance and support of such Pensioner or Designated Beneficiary or to such other person as the Trustees in their sole discretion 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. Any such payment so made shall be a complete discharge of the liabilities of the Plan. Anything herein to the contrary notwithstanding, benefits payable under Article 8 shall be payable to the Spouse only.

Section 9.6 Non-Alienation of Benefits

In general, except as otherwise required by law, no person entitled to any benefits under the Plan shall have the right to alienate, hypothecate, or encumber his interest in such benefits, and such benefits shall not be subject to claims of creditors or liable to attachment, execution, or other process of law (other than federal tax levies and executions on federal tax judgments). In order to effectuate the provisions set forth in this section, to the extent permitted by law, the Trustees shall have the right to suspend any pension payments to a Pensioner.

- (a) Domestic Relations Orders: This Section 9.6 shall apply to the creation, assignment, or recognition of a right to any benefit payable to a Participant under a Domestic Relations Order (as defined in Paragraph (c) of this section) unless such order is determined to be a Qualified Domestic Relations Order (as defined in Paragraph (b) of this section). Benefits shall be paid in accordance with the applicable requirements of any Qualified Domestic Relations Order.
- (b) Definition of Qualified Domestic Relations Order: For purposes of this section, the term "Qualified Domestic Relations Order" means a Domestic Relations Order that creates or recognizes the existence of an alternate payee's rights, or assigns to an alternate payee the right to receive all or a portion of the benefits payable with respect to the Participant under the Plan and with respect to which the requirements of ERISA Section 206(d)(3) are met.
- (c) Definition of Domestic Relations Order: For purposes of this section, the term "Domestic Relations Order" means any judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse,

child, or other dependent of a Participant, and is made under a state domestic relations law (including a community property law).

Section 9.7 Beneficiary Designation

Each Employee shall be given the opportunity to designate his Beneficiary for any benefits payable after his death. He shall have the right to change such designation at any time except that, if he retires with the Joint and Survivor Benefit or Contingent Annuitant Benefit in effect, he may not change his beneficiary designation after benefits have commenced.

Section 9.8 Rights to Trust Assets

No Employee shall have any right to, or interest in, any assets of the Trust Fund upon termination of his employment or otherwise, except as provided under this Plan, and then only to the extent of the benefits payable under the Plan to such Employee out of the assets of the Trust Fund. Except as otherwise may be provided under ERISA Title IV, all payments of benefits as provided for in this Plan shall be made solely out of the assets of the Trust Fund and none of the fiduciaries shall be liable therefore in any manner.

Section 9.9 Denial of Claims

Whenever a claim for benefits is denied by the Trustees, written notice of such denial, prepared in a manner that is understandable by the average Participant, will be sent to the claimant at his last known address setting forth the specific reasons for the denial and explaining the procedure for an appeal and review of the decision by the Trustees. The decision on such claim shall be made within ninety (90) days from the date of receipt of the application for benefits. In certain circumstances, an additional period of ninety (90) days may be required to process initially an application for benefits. In such case, the applicant will be notified in writing of the need for an extension prior to the expiration of the initial ninety (90) day period.

Section 9.10 Claim Appeals Procedure

- (a) A Participant or Beneficiary who applies for benefits under the Plan is ruled ineligible or not qualified for such benefits in whole or in part, or who believes he did not receive the full amount of benefits to which he is entitled, or who is otherwise adversely affected by any action of the Trustees acting through the Executive Director, shall have the right to request the Board of Trustees to review the matter, provided that he makes such a request in writing within ninety (90) days after being notified, in writing of such adverse action. Furthermore, upon written request to the Fund Office during such ninety (90) day period, the Participant or Beneficiary shall be extended an opportunity to review pertinent documents at the Fund Office.

- (b) The written request for review of an adverse action of the Trustees acting through the Executive Director must be addressed to the Board of Trustees in care of the Fund Office and must state –
- (1) the name and address of the Participant or Beneficiary who is appealing the adverse decision;
 - (2) the fact that the Participant or Beneficiary is appealing from a decision of the Fund Office (giving the date of the decision appealed from);
 - (3) the basis of the appeal, i.e., the reason or reasons why the claim should not be denied; and
 - (4) the provisions of the Plan on which the appeal is based.
- (c) A Participant or Beneficiary may appoint a representative (who may be an attorney) to pursue the appeal. A claimant's spouse or a parent of a minor claimant may serve as the claimant's representative without prior notice to the Fund Office. A claimant must submit a written designation of any other representative to the Fund Office as part of the appeal. An appeal submitted without written proof of authorization will be considered filed, subject to submission of proof of authorization. The Fund Office will notify the representative that proof of authorization must be submitted within ten (10) working days or by the expiration of the applicable time requirement set forth in this section, whichever is the later.
- (d) The Executive Director shall notify a claimant of the Plan's benefit determination in accordance with the following schedule:
- (1) Disability Claims. The Executive Director shall notify the claimant of the Plan's adverse benefit determination within a reasonable period of time, but not later than forty-five (45) days after receipt of the claim by the Plan. This period may be extended by the Plan for up to thirty (30) days, provided that the Executive Director determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the claimant, prior to the expiration of the initial forty-five (45) day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first thirty (30) day extension period, the Executive Director determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional thirty (30) days, provided that the Executive Director notifies the claimant, prior to the expiration of the first thirty (30) day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the

case of any extension under this Paragraph, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least forty-five (45) days within which to provide the specified information.

- (2) Other Claims. The decision of the Trustees will be made not later than sixty (60) days after receipt of the request for review, or such additional time (up to one hundred and twenty (120) days) when additional time is requested. The decision on review will be in writing and will include the specific reasons for the decision. The Trustees are empowered to determine all questions pertaining to the interpretation, administration, construction, and application of the Plan, including, but not limited to, the determination of all questions of eligibility and the status and rights of all individuals claiming an interest in benefits provided by the Plan. The Trustees' decisions shall, to the extent not inconsistent with the provisions of the Plan, be final and conclusive and binding upon all persons having and claiming to have an interest in the Plan. Unless special circumstances require an extension of time, the Board of Trustees shall issue a written decision affirming, modifying, or setting aside the decision appealed from by the date of their next regularly scheduled meeting following the Fund Office's receipt of the written appeal or, in cases where the written appeal is received within (30) days of the date of such meeting, by the date of their second regularly scheduled quarterly meeting following receipt of the written appeal. In no case will the period for rendering a decision be extended beyond one hundred and eighty (180) days after the filing of the appeal unless the Board of Trustees request that the Fund Office obtain additional information from the Participant or Beneficiary. The decision by the Board of Trustees on review shall be in writing and will include specific reasons for the decision, as well as specific references to the pertinent Plan provisions on which the decision is based. Such a decision by the Board of Trustees shall be final and binding. For purposes of this section, the term "Board of Trustees" means the Board of Trustees of the Fund or a duly authorized committee acting on behalf of the Board of Trustees.
- (e) No person shall file a claim in any court or before any agency for the payment of benefits under this Plan unless he has already filed an application for such benefits with the Trustees as required by this Plan and exhausted the review procedures set forth in this section. No legal or administrative action may be commenced or maintained against the Plan for the payment of benefits under this Plan more than one hundred and eighty (180) days after the Board of Trustee's decision on the appeal.

Section 9.11 Commencement of Benefits

Unless the Participant elects a later date, benefit payments shall be payable commencing with the first day of the month following the month in which the Participant has fulfilled all of the conditions for entitlement to benefits. Subject only to the filing of an application two months in advance of the proposed retirement date, benefits shall commence no later than the 60th day after the later of: (A) the close of the calendar year in which the Participant's Normal Retirement Date occurs, or (B) the close of the calendar year in which the Participant terminates his Covered Employment and retires as that term is defined in Section 4.11. In addition, benefits to Employees who attain age 70½ on or after January 1, 1997, shall commence no later than April 1 of the calendar year following the calendar year in which the Employee reaches age 70½ regardless of whether the Participant continues to be employed.

Effective January 1, 2003, notwithstanding any other provision of the Plan, all distributions must be made in accordance with the requirements of Code Sections 1.401(a)(9)-1 through 1.401(a)(9)-9 of the regulations under Code Section 401(a)(9) of the Internal Revenue Code, including the incidental benefit requirements of Code Section 401(a)(9)(G).

Section 9.12 Retroactive Pension Payments

- (a) Notwithstanding the provisions of Section 9.1 and 9.11 benefit payments may actually start after the pension effective date but be paid retroactively back to the pension effective date. In such cases, the Participant, Beneficiary, or Alternate Payee must elect either –
 - (1) to receive a make-up payment to reflect any missed payments for the period from the actual benefit start date back to the pension effective date, plus interest, or
 - (2) a prospective benefit recalculated to reflect the later effective date.

- (b) If a Participant, Beneficiary, or alternate payee under a Qualified Domestic Relations Order who is receiving a monthly pension benefit becomes entitled to a retroactive benefit increase (based upon the granting of additional Benefit Accrual Service and/or Vesting Service, an amendment to the Plan, an affirmed appeal which results in the recalculation of eligibility and/or additional benefits, approval of a Social Security Disability, or any other reason approved by the Trustees), the Participant, Beneficiary, or Alternate Payee must elect to receive either –
 - (1) a make-up payment to reflect any retroactive increase plus interest, or
 - (2) a prospective benefit recalculated to reflect the later effective date, if applicable.

ARTICLE 10 — TERMINATION OF THE PLAN

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 benefits 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.

ARTICLE 11 — MISCELLANEOUS PROVISIONS

Section 11.1 Administration

The Trustees shall be responsible for the general administration of the Plan. The Trustees shall have all such powers as may be necessary to carry out the provisions thereunder made from time to time, and to establish rules for the administration of the Plan and the transaction of the Plan's business. All determinations by the Board of Trustees (whether in the determination of an appeal, the construction of the Plan, or in any other matter) shall be final and binding on all parties.

Section 11.2 Right to Amend

The Trustees shall have the right at any time to modify, alter, or amend the Pension Plan in any respect, both prospectively and retroactively, by an instrument in writing duly executed by the Trustees. The Trustees specifically reserve the right to make such retroactive amendments as may be required to conform the Plan and Trust to the requirements of the Code, ERISA, and of any other United States Statutes applicable to Employee trusts, or any regulations or rulings issued pursuant thereto.

Section 11.3 No Transfer of Assets

- (a) If any Employee or group of Employees of an Employer or group of Employers shall cease to be covered by the Fund for any reason whatsoever, they shall not be entitled to receive any assets of the Fund or portion thereof, nor shall the Trustees be authorized to make any transfer of assets on behalf of such Employees.
- (b) No Employer shall, directly or indirectly, receive any refund of contributions or withdrawal liability made by them to the Trust except as provided herein. If contributions or a payment of withdrawal liability is made by an Employer by a mistake of fact or law (other than a mistake relating to whether the Plan is described in Code Section 401(A) or the Trust is exempt from taxation under Code Section 5601(A), the fund shall return such contribution or payment to the Employer, provided –
 - (1) that the refund is made within six months after the Plan Administrator determines that contributions or payment was made by mistake,
 - (2) that any such refund is for contributions or payment made within three years of the date the Plan Administrator determines that the contributions or payment was made by mistake, and

- (3) that no claims or pension have been paid on the basis of the contributions paid in error.
- (c) If any Contributing Employer or group of Contributing Employers shall cease contributing to the Fund for any reason whatsoever, the Trustees are not authorized to transfer any assets of the fund to that Employer or group of Employers or to any trust, defined contribution or defined benefit plan established by such Employer or group of Employers unless such transfer is required by law.

Section 11.4 Construction

The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, and the singular may include the plural, unless the context clearly indicates to the contrary.

Section 11.5 Applicable Law

This Plan is created and accepted in the Commonwealth of Virginia. All questions pertaining to its validity or construction shall be determined in accordance with ERISA and, to the extent not preempted by ERISA, the laws of the Commonwealth of Virginia.

Section 11.6 Merger or Consolidation of Plan

This Plan and Fund shall not be merged or consolidated with, nor shall any assets or liabilities be transferred to, any other pension plan, unless the benefits payable to each Participant immediately after such action would be equal to or greater than the benefits to which such Participant would have been entitled if this Plan had been terminated immediately before such action.

Section 11.7 Limitation of Liability

Except as otherwise required by law, neither the Trustees nor the Union nor any Employer shall be liable in any manner if the Fund should be insufficient to provide for the payment of the benefits called for under the Plan. Such benefits are to be payable from the Fund and only to the extent that the Fund shall suffice therefore.

Section 11.8 Compliance with ERISA

Anything herein to the contrary notwithstanding, nothing provided herein shall relieve a fiduciary or any other person of any responsibility or liability for any responsibility, obligation or duty imposed upon him pursuant to ERISA Title I, Part 4.

Section 11.9 Uniform Application

Any discretionary actions to be taken under the Plan by the Trustees shall be uniform in nature and applicable to all Employees, Participants, Beneficiaries, and Pensioners similarly situated.

Section 11.10 Forfeitures

Forfeitures shall not be used to increase Plan benefits.

Section 11.11 Savings Clause

Should any provision of this Plan be held to be unlawful, or unlawful as to any person or instance, that fact shall not adversely affect any other provisions of the Plan or the application of that provision to any other person or instance, unless such illegality shall make impossible the functioning of this Plan and Fund in accordance with Code Sections 401(a) and 501(c).

Section 11.12 Abandoned Property

The Plan shall pay monthly benefits by check or direct deposit to a Participant, Designated Beneficiary, Contingent Annuitant, or Eligible Spouse. If checks remain un-cashed for three months or the direct deposit is returned, the recipient's payment of benefits shall be suspended. These benefits shall be considered abandoned if, after reasonable efforts to contact said recipient such benefits remained unclaimed for more than three years after the date payments to the last known address of the recipient commence. Benefits, however, shall be reinstated if the recipient makes a valid claim.

Section 11.13 Electronic/facsimile Documents

Documents received electronically or by facsimile are deemed official and equivalent in status to an original. However, the Trustees reserve the right to require the submission of original documents and/or signatures as they may see fit.

ARTICLE 12: TOP-HEAVY PLAN REQUIREMENT

Section 12.1 General Rule

For any Plan Year for which this Plan is a “Top-Heavy Plan,” as defined in Section 12.8 or, with respect to Plan Years beginning on and after January 1, 2002, Section 12.12, any other provisions of this Plan to the contrary notwithstanding, this Plan shall be subject to the following provisions:

- (a) The Vesting provisions of Section 12.2.
- (b) The minimum benefit provisions of Section 12.3 or, with respect to Plan Years beginning on and after January 1, 2002, Section 12.12.
- (c) The limitation on compensation set by Section 12.5 or, with respect to Plan Years beginning on and after January 1, 2002, Section 12.12.
- (d) The limitation on benefits set by Section 12.6 or, with respect to Plan Years beginning on and after January 1, 2002, Section 12.12. The provisions of this Article are not applicable and are without effect in any year in which this Plan is not a “Top-Heavy Plan.”

Section 12.2 Vesting Provision

Each Participant who has completed the number of Years of Service specified in the following table shall have a non-forfeitable right to the percentage of the benefit accrued under this Plan (derived from Employer’s Contributions) correspondingly specified in the following table:

<u>Percentage of Years of Service</u>	<u>Nonforfeitable Benefit</u>
3	100%

Section 12.3 Minimum Benefit Provision

Each Participant who is a Non-Key Employee (as defined in Section 12.10) shall be entitled to an accrued benefit (derived from Employer Contributions) in the form of an annual retirement benefit (as defined in paragraph (a) below) that shall not be less than the Applicable Percentage (as defined in paragraph (b) below) of the Participant’s average annual Compensation (as defined in Section 4.14) for years in the Testing Period (as defined in paragraph (c) below).

- (a) “Annual Retirement Benefit” means a benefit payable annually in the form of a single life annuity (with no ancillary benefits) beginning on the Normal Retirement Date as defined in Section 2.25.
- (b) “Applicable Percentage” means the lesser of 2% multiplied by the number of Top-Heavy Plan Years of Service (as defined in paragraph (d) below) or 20%.
- (c) “Testing Period” means, with respect to a Participant, the period of consecutive years (not exceeding five) of service during which the Participant had the greatest aggregate Compensation from the Employer. The Testing Period shall not include any Year of Service not included as a Year of Service as defined in paragraph (d) below. The Testing Period shall also not include any Year of Service

that ends in a Plan Year beginning before January 1, 1984, or that begins after the close of the last Plan Year in which the Plan was a Top-Heavy Plan.

- (d) "Top-Heavy Plan Years of Service" means Years of Service as defined in Section 2.45 and used to determine the percentage of non-forfeitable benefits under Section 12.2. Benefits taken into account under this section shall not include any benefits payable under the Social Security Act or any other federal or state law.

Section 12.4 Qualified Domestic Relations Rule

Section 12.3 notwithstanding, the Plan may pay benefits directly to the former Spouse of a Participant pursuant to receipt of a Qualified Domestic Relations Order as defined in Code Section 414(p). The Trustees will determine whether a court order is indeed a Qualified Domestic Relations Order.

Section 12.5 Limitation on Compensation

Annual Compensation taken into account under this Article and under Section 4.14 for purposes of computing benefits under this Plan shall not exceed the first \$150,000. Such amount shall be adjusted automatically for each Plan Year to the amount prescribed by the Secretary of the Treasury or his delegate pursuant to regulations for the calendar year in which such Plan Year commences.

Section 12.6 Limitation on Benefits

In the event that the Employer also maintains a defined contribution plan providing contributions on behalf of Participants in this Plan, one of the two following provisions shall apply:

- (a) If for the Plan Year this Plan would not continue to be a "Top-Heavy Plan" as defined in Section 12.8 below if "90 percent" were substituted for "60 percent," then Section 12.3 shall apply for such Plan Year as if amended so that the "Applicable Percentage" means the lesser of 3 percent multiplied by the number of Top-Heavy Years of Service (as defined in paragraph (d) of Section 12.3) during which the Plan would be Top-Heavy (as defined in Section 12.8) and the overall applicable percentage does not exceed the lesser of 30% or 20% plus 1% for each year that the Plan is taken into account under this paragraph 12.6(a).
- (b) If for the Plan Year this Plan would continue to be a "Top-Heavy Plan" as defined in Section 12.8 below if "90 percent" were substituted for "60 percent," then the denominator of both the defined contribution plan fraction and the defined benefit plan fraction shall be calculated as set forth in Code Section 415(e) for the limitation year ending in such Plan Year by substituting "1.0" for "1.25" in each place such figure appears, except with respect to any individual for whom there are no Employer Contributions, forfeitures, or voluntary nondeductible contributions allocated or accruals for such individual under the defined benefit plan.

Section 12.7 Coordination with Other Plans

In the event that another defined contribution or defined benefit plan by the Employer provides contributions or benefits on behalf of Participants in this Plan, such other plan shall be treated as a part of this Plan pursuant to applicable principles (such as Rev. Rul. 81-202 or any successor ruling) in determining whether this Plan satisfies the requirements of Code Sections 416(b) and (c). Such determination shall be made upon the advice of counsel by the Trustees.

Section 12.8 Top-Heavy Plan Definition

This Plan shall be called a "Top-Heavy Plan" for any Plan Year if, as of the determination date (as defined in paragraph (a) below), the present value of the cumulative accrued benefits under the Plan for Participants (including former Participants) who are Key Employees (as defined in Section 12.9 below) exceeds 60 percent of the present value of the cumulative accrued benefits under the Plan for all Participants or if this Plan is required to be in an aggregation group (as defined in paragraph (b) below) which for such Plan Year is a "Top-Heavy Group" (as defined in paragraph (c) below).

- (a) "Determination Date" means for any Plan Year the last day of the immediately preceding Plan Year.
- (b) "Aggregation Group" means the group of plans, if any, that includes both the group of plans that are required to be aggregated and the group of plans that are permitted to be aggregated.
 - (1) The group of plans that are required to be aggregated (the "required aggregation group") includes:
 - (A) Each plan of the Employer in which a Key Employee is a Participant, and
 - (B) Each other plan of the Employer which enables a plan in which a Key Employee is a Participant to meet the requirements of either Code Sections 401(a)(4) or 410.
 - (2) The group of plans that are permitted to be aggregated (the "permissive aggregation group") includes any plan that is not part of the required aggregation group that the Retirement Committee certifies as constituting a plan within the permissive aggregation group. Such plans may be added to the permissive aggregation group only if, after the addition, the aggregation group as a whole continues to meet the requirements of both Code Sections 401 (a)(4) and 410.
- (c) "Top-Heavy Group" means the Aggregation Group, if as of the applicable determination date, the sum of the present value of the cumulative accrued benefits for Key Employees under all defined benefit plans included in the Aggregation Group plus the aggregate of the accounts of Key Employees under all defined contribution plans included in the Aggregation Group exceeds 60% of the sum of the present value of the cumulative accrued benefits for all Employees under all such defined benefit plans plus the aggregate accounts for all Employees under such defined contribution plans.

- (d) In determining whether this Plan constitutes a “Top-Heavy Plan,” the Plan shall make the following adjustments in connection therewith:
 - (1) In determining the present value of the cumulative accrued benefit or the amount of the account of any Employee, such present value or account shall include the amount in dollar value of the aggregate distributions made to such Employee under the applicable plan during the five-year period ending on the determination date. Such amounts shall include distributions to Employees which represented the entire amount credited to their accounts under the applicable plan.
 - (2) Further, in making such determination such present value or such account shall not include any rollover contribution (or similar transfer) initiated by the Employee and made after December 31, 1983, to an applicable plan with respect to whether such plan is Top-Heavy or the Aggregation Group of which it is a part is a Top-Heavy Group.
 - (3) Further, in making such determination, in any case where an individual is a “Non-Key Employee” as defined below, with respect to an applicable plan but was a Key Employee with respect to such plan for any prior plan year, any accrued benefit and any account of such Employee shall be altogether disregarded. For this purpose, to the extent that an Employee is deemed to be a Key Employee if he or she met the definition of Key Employee within any of the four preceding Plan Years, this provision shall apply following the end of such period of time.
 - (4) If any Employee has not received any Compensation from an Employer (other than benefits under this Plan) at any time during the five-year period ending on the determination date, any accrued benefit from such individual shall not be taken into account.

Section 12.9 Key Employee

“Key Employee” means any Employee (and any Beneficiary of an Employee) under this Plan who, at any time during the Plan Year of the determination date or during any of the four preceding Plans Years, is or was one of the following:

- (a) An officer of the Employer whose annual Compensation exceeds 150 percent of the amount in effect under Code Section 415(c)(1)(A) for the Plan Year. For any such Plan Year, there shall be treated as officers no more than the lesser of:
 - (1) Fifty Employees or
 - (2) Ten percent of the Employees or, if greater than ten percent, three Employees. For this purpose, the highest-paid officers shall be selected.
- (b) One of the ten Employees having annual Compensation from the Employer of more than the limitation in effect under Code Section 415(c)(1)(A), and owning (or considered as owning, in accordance with applicable principles, such as Code Section 318 or a successor provision) the largest interests in the Employer. If two Employees have the same interest in Employer, the Employee having greater annual Compensation from the Employer shall be treated as having a larger interest.

- (c) Any person who owns (or is considered as owning, in accordance with applicable principles, such as Code Section 318 or a successor provision) more than five percent of the outstanding stock of the Employer or stock possessing more than five percent of the combined total voting power of all stock of the Employer.
- (d) Any person who owns (or is considered as owning, in accordance with applicable principles, such as Code Section 318 or a successor provision) more than one percent of the outstanding stock of the Employer or stock possessing more than five percent of the combined total voting power of all stock of the Employer and receives annual compensation from the Employer of more than \$150,000.

Section 12.10 Non-Key Employee

“Non-Key Employee” means any Employee (and any Beneficiary of an Employee) who is not a Key Employee.

Section 12.11 Employees Covered by Collective Bargaining Agreements

The requirements of this Article 12 shall not apply with respect to any Employee included in a unit of Employees covered by an agreement between Employee representatives and one or more Employees if there is evidence that retirement benefits were the subject of good faith bargaining between such Employee representatives and such Employer or Employers.

Section 12.12 Modification of Top-Heavy Rules Plan Years Beginning on and After January 1, 2002

- (a) **Effective Date:** This Section 12.12 shall apply for purposes of determining whether the plan is a “Top-Heavy Plan” under Code Section 416(g) for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Code Section 416(c) for such years. This Section 12.12 amends the remaining sections in this Article 12 to the extent those sections are inconsistent with the provisions set forth herein.
- (b) **Determination of Top-Heavy Status:**
 - (1) **Key Employee:** The term “Key Employee” means any employee or former employee (including any deceased employee) who at any time during the Plan Year that includes the determination date was an officer of the employer having annual compensation greater than \$130,000 (as adjusted under Code Section 416(i)(1) for Plan Years beginning after December 31, 2002) a 5-percent owner of the employer, or a 1-percent owner the employer having annual compensation of more than \$150,000. For this purpose, annual compensation means compensation within the meaning of Code Section 415(c)(3). The determination of who is a key employee will be made in accordance with Code Section 416(i) and the applicable regulations and other guidance of general applicability issued thereunder.

- (2) Determination of present values and amounts: This subparagraph (b)(2)(B) 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 and the amounts of account balances of an employee as of the determination date shall be increased by the distributions made with respect to the employee under the Plan and any plan aggregated with the Plan under Code Section 416(g)(2) during the 1-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 separation from service, death, or disability, this provision shall be applied by substituting "5-year period" for "1-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 1-year period ending on the determination date shall not be taken into account.
- (c) Minimum Benefits: For purposes of satisfying 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 the Plan Year when Plan benefits (within the meaning of Code Section 410(b)) no Key Employee or former Key Employee.

This restatement is adopted and executed this 15th day of January 2015.

Employer Trustees

J Bowers
W. G. ...
William R. ...

Union Trustees

John D. Fairish
[Signature]
[Signature]

Appendix I – Normal, Early, Special Early and Vested Pensions
For Participants Who Terminated Covered Employment after April 1, 1987

Default Schedules

Effective January 1, 2011

**Pension Schedule 9AD
Effective January 1, 2011**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,774
69	20	\$3,336
68	20	\$2,958
67	20	\$2,628
66	29	\$2,417
66	20	\$2,342
65	29	\$2,417
65	28	\$2,333
65	20	\$2,098
64	20	\$1,884
63	20	\$1,698
62	20	\$1,532
61	20	\$1,500
60	20	\$1,500
59	20	\$1,500
58	20	\$1,500
57	20	\$1,500
56	20	\$961
55	20	\$881
54	20	\$830
53	20	\$780
52	20	\$731
51	20	\$680
50	20	\$630

**Pension Schedule 8AD
Effective January 1, 2011**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,774
69	20	\$3,336
68	20	\$2,958
67	20	\$2,628
66	29	\$2,417
66	20	\$2,342
65	29	\$2,417
65	28	\$2,333
65	27	\$2,250
65	26	\$2,166
65	20	\$2,098
64	29	\$2,170
64	28	\$2,095
64	27	\$2,020
64	20	\$1,884
63	20	\$1,698
62	20	\$1,532
61	20	\$1,390
60	20	\$1,260
59	20	\$1,182
58	20	\$1,111
57	20	\$1,032
56	20	\$961
55	20	\$881
54	20	\$830
53	20	\$780
52	20	\$731
51	20	\$680
50	20	\$630

Pension Schedule 7BD
Effective January 1, 2011

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,774
69	20	\$3,336
68	20	\$2,958
67	20	\$2,628
66	20	\$2,342
65	20	\$2,098
64	20	\$1,884
63	20	\$1,698
62	20	\$1,532
61	20	\$1,390
60	20	\$1,260
59	20	\$1,182
58	20	\$1,111
57	20	\$1,032
56	20	\$961
55	20	\$881
54	20	\$830
53	20	\$780
52	20	\$731
51	20	\$680
50	20	\$630

**Pension Schedule 7AD
Effective January 1, 2011**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,633
69	20	\$3,211
68	20	\$2,847
67	20	\$2,530
66	20	\$2,254
65	20	\$2,019
64	20	\$1,813
63	20	\$1,634
62	20	\$1,475
61	20	\$1,338
60	20	\$1,213
59	20	\$1,138
58	20	\$1,069
57	20	\$993
56	20	\$925
55	20	\$848
54	20	\$799
53	20	\$751
52	20	\$704
51	20	\$655
50	20	\$606

Pension Schedule 6BD
Effective January 1, 2011

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,273
69	20	\$2,893
68	20	\$2,565
67	20	\$2,279
66	20	\$2,031
65	20	\$1,819
64	20	\$1,633
63	20	\$1,472
62	20	\$1,329
61	20	\$1,205
60	20	\$1,093
59	20	\$1,025
58	20	\$963
57	20	\$895
56	20	\$833
55	20	\$764
54	20	\$720
53	20	\$677
52	20	\$634
51	20	\$590
50	20	\$546

**Pension Schedule 6AD
Effective January 1, 2011**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,273
69	20	\$2,893
68	20	\$2,565
67	20	\$2,279
66	20	\$2,031
65	20	\$1,819
64	20	\$1,633
63	20	\$1,472
62	20	\$1,329
61	20	\$1,205
60	20	\$1,093
59	20	\$1,025
58	20	\$963
57	20	\$895
56	20	\$833
55	20	\$764
54	20	\$720
53	20	\$677
52	20	\$634
51	20	\$590
50	20	\$546

Pension Schedule 5CD
Effective January 1, 2011

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life
70 & Older	20	\$3,273
69	20	\$2,893
68	20	\$2,565
67	20	\$2,279
66	20	\$2,031
65	20	\$1,819
64	20	\$1,633
63	20	\$1,472
62	20	\$1,329
61	20	\$1,205
60	20	\$1,093
59	20	\$1,025
58	20	\$963
57	20	\$895
56	20	\$833
55	20	\$764
54	20	\$720
53	20	\$677
52	20	\$634
51	20	\$590
50	20	\$546

Pension Schedule 5BD
Effective January 1, 2011

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,030
69	20	\$2,680
68	20	\$2,375
67	20	\$2,110
66	20	\$1,880
65	20	\$1,685
64	20	\$1,512
63	20	\$1,363
62	20	\$1,231
61	20	\$1,116
60	20	\$1,012
59	20	\$949
58	20	\$891
57	20	\$828
56	20	\$771
55	20	\$707
54	20	\$667
53	20	\$627
52	20	\$587
51	20	\$546
50	20	\$506

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

**Pension Schedule 5AD
Effective January 1, 2011**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,030
69	20	\$2,680
68	20	\$2,375
67	20	\$2,110
66	20	\$1,880
65	20	\$1,685
64	20	\$1,512
63	20	\$1,363
62	20	\$1,231
61	20	\$1,116
60	20	\$1,012
59	20	\$949
58	20	\$891
57	20	\$828
56	20	\$771
55	20	\$707
54	20	\$667
53	20	\$627
52	20	\$587
51	20	\$546
50	20	\$506

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

Pension Schedule 4C
Effective January 1, 2011

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life
70 & Older	20	\$2,806
69	20	\$2,478
68	20	\$2,197
67	20	\$1,955
66	20	\$1,742
65	20	\$1,564
64	20	\$1,403
63	20	\$1,265
62	20	\$1,139
61	20	\$1,035
60	20	\$937
59	20	\$881
58	20	\$825
57	20	\$768
56	20	\$712
55	20	\$656
54	20	\$619
53	20	\$581
52	20	\$544
51	20	\$506
50	20	\$468

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

**Pension Schedule 4B
Effective January 1, 2011**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life
70 & Older	20	\$2,547
69	20	\$2,248
68	20	\$1,995
67	20	\$1,777
66	20	\$1,581
65	20	\$1,420
64	20	\$1,277
63	20	\$1,150
62	20	\$1,035
61	20	\$937
60	20	\$851
59	20	\$800
58	20	\$749
57	20	\$698
56	20	\$646
55	20	\$596
54	20	\$561
53	20	\$528
52	20	\$493
51	20	\$460
50	20	\$426

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

Pension Schedule 4A
Effective January 1, 2011

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life
70 & Older	20	\$2,289
69	20	\$2,024
68	20	\$1,794
67	20	\$1,593
66	20	\$1,420
65	20	\$1,277
64	20	\$1,144
63	20	\$1,029
62	20	\$932
61	20	\$845
60	20	\$765
59	20	\$719
58	20	\$673
57	20	\$650
56	20	\$610
55	20	\$570
54	20	\$530
53	20	\$491
52	20	\$452
51	20	\$413
50	20	\$382

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

**Pension Schedule 3
Effective January 1, 2011**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life
70 & Older	20	\$1,863
69	20	\$1,645
68	20	\$1,455
67	20	\$1,294
66	20	\$1,156
65	20	\$1,035
64	20	\$932
63	20	\$840
62	20	\$753
61	20	\$684
60	20	\$621
59	20	\$560
58	20	\$518
57	20	\$518
56	20	\$466
55	20	\$414
54	20	\$371
53	20	\$337
52	20	\$302
51	20	\$270
50	20	\$250

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

**Pension Schedule 1A
Effective January 1, 2011**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Pension for First 60 Months of Retirement	Maximum Monthly Pension for Life after 60 Months of Retirement
70 & Older	20	\$1,190	\$1,190
69	20	\$1,052	\$1,052
68	20	\$932	\$932
67	20	\$828	\$828
66	20	\$736	\$736
65	20	\$661	\$661
64	20	\$592	\$592
63	20	\$535	\$535
62	20	\$483	\$483
61	20	\$437	\$437
60	20	\$397	\$397
59	20	\$358	\$237
58	20	\$358	\$237
57	20	\$358	\$237
56	20	\$270	\$178
55	20	\$270	\$178
54	20	\$270	\$178
53	20	\$205	\$135
52	20	\$205	\$135
51	20	\$205	\$135
50	20	\$205	\$135

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

**Pension Schedule AA
Effective January 1, 2011**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Pension for First 60 Months of Retirement	Maximum Monthly Pension for Life after 60 Months of Retirement
70 & Older	20	\$955	\$546
69	20	\$845	\$483
68	20	\$748	\$426
67	20	\$661	\$380
66	20	\$592	\$339
65	20	\$529	\$305
64	20	\$477	\$270
63	20	\$431	\$247
62	20	\$385	\$219
61	20	\$351	\$201
60	20	\$319	\$182
59	20	\$299	\$168
58	20	\$276	\$155
57	20	\$259	\$144
56	20	\$242	\$133
55	20	\$224	\$124
54	20	\$213	\$116
53	20	\$198	\$108
52	20	\$190	\$100
51	20	\$173	\$94
50	20	\$155	\$89

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

**Pension Schedule BA
Effective January 1, 2011**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Pension for First 60 Months of Retirement	Maximum Monthly Pension for Life after 60 Months of Retirement
70 & Older	20	\$765	\$437
69	20	\$673	\$385
68	20	\$598	\$345
67	20	\$535	\$305
66	20	\$477	\$270
65	20	\$426	\$242
64	20	\$380	\$219
63	20	\$345	\$196
62	20	\$311	\$178
61	20	\$282	\$161
60	20	\$255	\$146
59	20	\$239	\$135
58	20	\$221	\$124
57	20	\$207	\$115
56	20	\$193	\$107
55	20	\$179	\$100
54	20	\$170	\$93
53	20	\$159	\$86
52	20	\$152	\$81
51	20	\$138	\$76
50	20	\$124	\$71

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

**Pension Schedule CA
Effective January 1, 2011**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Pension for First 60 Months of Retirement	Maximum Monthly Pension for Life after 60 Months of Retirement
70 & Older	20	\$765	\$385
69	20	\$673	\$339
68	20	\$598	\$299
67	20	\$535	\$265
66	20	\$477	\$236
65	20	\$426	\$213
64	20	\$380	\$190
63	20	\$345	\$173
62	20	\$311	\$155
61	20	\$282	\$138
60	20	\$255	\$128
59	20	\$239	\$120
58	20	\$221	\$110
57	20	\$207	\$104
56	20	\$193	\$97
55	20	\$179	\$90
54	20	\$170	\$85
53	20	\$159	\$79
52	20	\$152	\$76

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

Preferred Schedules

Effective January 1, 2011

Pension Schedule 9BP
Effective January 1, 2011

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*	Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & older	20	\$3,774	65	21	\$2,451
69	29	\$3,384	65	20	\$2,334
69	20	\$3,336	64	29	\$3,039
68	29	\$3,384	64	28	\$2,934
68	28	\$3,267	64	27	\$2,830
68	27	\$3,151	64	26	\$2,725
68	26	\$3,034	64	25	\$2,620
68	20	\$2,958	64	24	\$2,516
67	29	\$3,384	64	23	\$2,411
67	28	\$3,267	64	22	\$2,306
67	27	\$3,151	64	21	\$2,201
67	26	\$3,034	64	20	\$2,096
67	25	\$2,917	63	24	\$2,267
67	24	\$2,801	63	23	\$2,173
67	23	\$2,684	63	22	\$2,078
67	20	\$2,628	63	21	\$1,984
66	29	\$3,384	63	20	\$1,890
66	28	\$3,267	62	24	\$2,046
66	27	\$3,151	62	23	\$1,960
66	26	\$3,034	62	22	\$1,875
66	25	\$2,917	62	20	\$1,800
66	24	\$2,801	61	24	\$1,856
66	23	\$2,684	61	20	\$1,800
66	22	\$2,567	60	20	\$1,800
66	21	\$2,451	59	20	\$1,800
66	20	\$2,342	58	20	\$1,800
65	29	\$3,384	57	20	\$1,800
65	28	\$3,267	56	20	\$961
65	27	\$3,151	55	20	\$881
65	26	\$3,034	54	20	\$830
65	25	\$2,917	53	20	\$780
65	24	\$2,801	52	20	\$731
65	23	\$2,684	51	20	\$680
65	22	\$2,567	50	20	\$630

***Special Early Pension**

[Payable only to Participants with at least 20 years of Benefit Accrual Service as of 12/31/2009.]

\$2,500 for 25 years of Benefit Accrual Service, plus \$25 for each ¼ year increment after 25;

\$3,500 for 30 years of Benefit Accrual Service, plus \$25 for each ¼ year increment after 30.

**Pension Schedule 9P
Effective February 1, 2010**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*	Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & OLDER	20	\$3,774	65	21	\$2,182
69	29	\$3,347	65	20	\$2,154
69	20	\$3,336	64	29	\$2,250
68	29	\$3,059	64	28	\$2,250
68	28	\$3,031	64	27	\$2,250
68	27	\$3,004	64	26	\$2,250
68	26	\$2,976	64	25	\$2,250
68	20	\$2,958	64	24	\$2,034
67	29	\$2,807	64	23	\$2,009
67	28	\$2,780	64	22	\$1,984
67	27	\$2,752	64	21	\$1,959
67	26	\$2,724	64	20	\$1,934
67	25	\$2,697	63	24	\$1,833
67	24	\$2,659	63	23	\$1,811
67	23	\$2,641	63	22	\$1,788
67	20	\$2,628	63	21	\$1,766
66	29	\$2,646	63	20	\$1,744
66	28	\$2,561	62	24	\$1,654
66	27	\$2,534	62	23	\$1,633
66	26	\$2,506	62	22	\$1,613
66	25	\$2,478	62	20	\$1,596
66	24	\$2,451	61	24	\$1,584
66	23	\$2,423	61	20	\$1,571
66	22	\$2,395	60	20	\$1,571
66	21	\$2,368	59	20	\$1,571
66	20	\$2,342	58	20	\$1,571
65	29	\$2,646	57	20	\$1,571
65	28	\$2,554	56	20	\$961
65	27	\$2,348	55	20	\$881

65	26	\$2,320	54	20	\$830
65	25	\$2,292	53	20	\$780
65	24	\$2,265	52	20	\$731
65	23	\$2,237	51	20	\$680
65	22	\$2,209	50	20	\$630

***Special Early Pension**

\$2,250 for 25 years of Benefit Accrual Service;
 \$2,750 for 30 years of Benefit Accrual Service.

Pension Schedule 9AP Effective January 1, 2011		
Age at Benefit Commence- ment	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,774
69	20	\$3,336
68	20	\$2,958
67	20	\$2,628
66	29	\$2,417
66	20	\$2,342
65	29	\$2,417
65	28	\$2,333
65	20	\$2,098
64	20	\$1,884
63	20	\$1,698
62	20	\$1,532
61	20	\$1,500
60	20	\$1,500
59	20	\$1,500
58	20	\$1,500
57	20	\$1,500
56	20	\$961
55	20	\$881
54	20	\$830
53	20	\$780
52	20	\$731
51	20	\$680
50	20	\$630

***Special Early Pension**

[Payable only to Participants with at least 20 years of Benefit Accrual Service as of 12/31/2009.]

\$2,250 for 25 years of Benefit Accrual Service at any age;

\$2,750 for 30 years of Benefit Accrual Service at any age.

Pension Schedule 8AP		
Effective January 1, 2011		
Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,774
69	20	\$3,336
68	20	\$2,958
67	20	\$2,628
66	29	\$2,417
66	20	\$2,342
65	29	\$2,417
65	28	\$2,333
65	27	\$2,250
65	26	\$2,166
65	20	\$2,098
64	29	\$2,170
64	28	\$2,095
64	27	\$2,020
64	20	\$1,884
63	20	\$1,698
62	20	\$1,532
61	20	\$1,390
60	20	\$1,260
59	20	\$1,182
58	20	\$1,111
57	20	\$1,032
56	20	\$961
55	20	\$881
54	20	\$830
53	20	\$780
52	20	\$731
51	20	\$680
50	20	\$630

***Special Early Pension**

[Payable only to Participants with at least 20 years of Benefit Accrual Service as of 12/31/2009.]

\$2,000 for 25 years of Benefit Accrual Service.

\$2,500 for 30 years of Benefit Accrual Service.

**Pension Schedule 7BP
Effective January 1, 2011**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,774
69	20	\$3,336
68	20	\$2,958
67	20	\$2,628
66	20	\$2,342
65	20	\$2,098
64	20	\$1,884
63	20	\$1,698
62	20	\$1,532
61	20	\$1,390
60	20	\$1,260
59	20	\$1,182
58	20	\$1,111
57	20	\$1,032
56	20	\$961
55	20	\$881
54	20	\$830
53	20	\$780
52	20	\$731
51	20	\$680
50	20	\$630

***Special Early Pension:**

[Payable only to Participants with at least 20 years of Benefit Accrual Service as of 12/31/2009.]

\$1,250 for 25 years of Benefit Accrual Service.

\$2,050 for 30 years of Benefit Accrual Service.

**Pension Schedule 7AP
Effective January 1, 2011**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,633
69	20	\$3,211
68	20	\$2,847
67	20	\$2,530
66	20	\$2,254
65	20	\$2,019
64	20	\$1,813
63	20	\$1,634
62	20	\$1,475
61	20	\$1,338
60	20	\$1,213
59	20	\$1,138
58	20	\$1,069
57	20	\$993
56	20	\$925
55	20	\$848
54	20	\$799
53	20	\$751
52	20	\$704
51	20	\$655
50	20	\$606

***Special Early Pension**

[Payable only to Participants with at least 20 years of Benefit Accrual Service as of 12/31/2009.]

\$1,000 for 25 years of Benefit Accrual Service.

\$1,379 for 30 years of Benefit Accrual Service.

Pension Schedule 6BP
Effective January 1, 2011

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,273
69	20	\$2,893
68	20	\$2,565
67	20	\$2,279
66	20	\$2,031
65	20	\$1,819
64	20	\$1,633
63	20	\$1,472
62	20	\$1,329
61	20	\$1,205
60	20	\$1,093
59	20	\$1,025
58	20	\$963
57	20	\$895
56	20	\$833
55	20	\$764
54	20	\$720
53	20	\$677
52	20	\$634
51	20	\$590
50	20	\$546

***Special Early Pension**

[Payable only to Participants with at least 20 years of Benefit Accrual Service as of 12/31/2009.]

\$1,000 for 25 years of Benefit Accrual Service.

\$1,242 for 30 years of Benefit Accrual Service.

Pension Schedule 6AP
Effective January 1, 2011

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,273
69	20	\$2,893
68	20	\$2,565
67	20	\$2,279
66	20	\$2,031
65	20	\$1,819
64	20	\$1,633
63	20	\$1,472
62	20	\$1,329
61	20	\$1,205
60	20	\$1,093
59	20	\$1,025
58	20	\$963
57	20	\$895
56	20	\$833
55	20	\$764
54	20	\$720
53	20	\$677
52	20	\$634
51	20	\$590
50	20	\$546

***Special Early Pension**

[Payable only to Participants with at least 20 years of Benefit Accrual Service as of 12/31/2009.]

\$1,000 for 25 years of Benefit Accrual Service at age 55;

\$1,242 for 30 years of Benefit Accrual Service at any age.

**Pension Schedule 5CP
Effective January 1, 2011**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,273
69	20	\$2,893
68	20	\$2,565
67	20	\$2,279
66	20	\$2,031
65	20	\$1,819
64	20	\$1,633
63	20	\$1,472
62	20	\$1,329
61	20	\$1,205
60	20	\$1,093
59	20	\$1,025
58	20	\$963
57	20	\$895
56	20	\$833
55	20	\$764
54	20	\$720
53	20	\$677
52	20	\$634
51	20	\$590
50	20	\$546

*Special Early Pension

[Payable only to Participants with at least 20 years of Benefit Accrual Service as of 12/31/2009.

\$1,242 for 30 years of Benefit Accrual Service.

Pension Schedule 5BP
Effective January 1, 2011

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,030
69	20	\$2,680
68	20	\$2,375
67	20	\$2,110
66	20	\$1,880
65	20	\$1,685
64	20	\$1,512
63	20	\$1,363
62	20	\$1,231
61	20	\$1,116
60	20	\$1,012
59	20	\$949
58	20	\$891
57	20	\$828
56	20	\$771
55	20	\$707
54	20	\$667
53	20	\$627
52	20	\$587
51	20	\$546
50	20	\$506

*Special Early Pension

[Payable only to Participants with at least 20 years of Benefit Accrual Service as of 12/31/2009.]
 \$1,150 for 30 years of Benefit Accrual Service at any age.

**Pension Schedule 5AP
Effective January 1, 2011**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,030
69	20	\$2,680
68	20	\$2,375
67	20	\$2,110
66	20	\$1,880
65	20	\$1,685
64	20	\$1,512
63	20	\$1,363
62	20	\$1,231
61	20	\$1,116
60	20	\$1,012
59	20	\$949
58	20	\$891
57	20	\$828
56	20	\$771
55	20	\$707
54	20	\$667
53	20	\$627
52	20	\$587
51	20	\$546
50	20	\$506

*Special Early Pension

[Payable only to Participants with at least 20 years of Benefit Accrual Service as of 12/31/2009.]
\$1,012 for 30 years of Benefit Accrual Service at any age.

Schedules Available Prior to Preferred/Default Schedules

January 1, 2011

Pension Schedule 9B
Effective April 1, 1999

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*	Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & older	20	\$3,774	65	21	\$2,451
69	29	\$3,384	65	20	\$2,334
69	20	\$3,336	64	29	\$3,039
68	29	\$3,384	64	28	\$2,934
68	28	\$3,267	64	27	\$2,830
68	27	\$3,151	64	26	\$2,725
68	26	\$3,034	64	25	\$2,620
68	20	\$2,958	64	24	\$2,516
67	29	\$3,384	64	23	\$2,411
67	28	\$3,267	64	22	\$2,306
67	27	\$3,151	64	21	\$2,201
67	26	\$3,034	64	20	\$2,096
67	25	\$2,917	63	24	\$2,267
67	24	\$2,801	63	23	\$2,173
67	23	\$2,684	63	22	\$2,078
67	20	\$2,628	63	21	\$1,984
66	29	\$3,384	63	20	\$1,890
66	28	\$3,267	62	24	\$2,046
66	27	\$3,151	62	23	\$1,960
66	26	\$3,034	62	22	\$1,875
66	25	\$2,917	62	20	\$1,800
66	24	\$2,801	61	24	\$1,856
66	23	\$2,684	61	20	\$1,800
66	22	\$2,567	60	20	\$1,800
66	21	\$2,451	59	20	\$1,800
66	20	\$2,342	58	20	\$1,800
65	29	\$3,384	57	20	\$1,800
65	28	\$3,267	56	20	\$961
65	27	\$3,151	55	20	\$881
65	26	\$3,034	54	20	\$830
65	25	\$2,917	53	20	\$780
65	24	\$2,801	52	20	\$731
65	23	\$2,684	51	20	\$680

65	22	\$2,567	50	20	\$630
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***Special Early Pension**

\$2,500 for 25 years of Benefit Accrual Service, plus \$25 for each ¼ year increment after 25;

\$3,500 for 30 years of Benefit Accrual Service, plus \$25 for each ¼ year increment after 30.

**Pension Schedule 9B
Effective August 1, 1998**

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,774
69	20	\$3,336
68	20	\$2,958
67	20	\$2,628
66	24	\$2,400
66	20	\$2,342
65	24	\$2,400
65	23	\$2,300
65	22	\$2,200
65	21	\$2,100
65	20	\$2,098
64	24	\$2,156
64	23	\$2,066
64	22	\$1,976
64	21	\$1,886
64	20	\$1,884
63	24	\$1,942
63	23	\$1,861
63	20	\$1,800
62	20	\$1,800
61	20	\$1,800
60	20	\$1,800
59	20	\$1,800
58	20	\$1,800
57	20	\$1,800
56	20	\$961
55	20	\$881
54	20	\$830
53	20	\$780
52	20	\$731

51	20	\$680
50	20	\$630

* \$2,500 for Special Early Pension with 25 years of Benefit Accrual Service, plus \$100 for each Benefit Accrual year after 25.

Pension Schedule 9B Prior to August 1, 1998		
Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,774
69	20	\$3,336
68	20	\$2,958
67	20	\$2,628
66	24	\$2,400
66	20	\$2,342
65	24	\$2,400
65	23	\$2,300
65	22	\$2,200
65	21	\$2,100
65	20	\$2,098
64	24	\$2,156
64	23	\$2,066
64	22	\$1,976
64	21	\$1,886
64	20	\$1,884
63	24	\$1,942
63	23	\$1,861
63	22	\$1,781
63	21	\$1,700
63	20	\$1,698
62	24	\$1,753
62	23	\$1,680
62	22	\$1,607
62	21	\$1,534
62	20	\$1,532
61	24	\$1,591
61	23	\$1,524
61	20	\$1,500
60	20	\$1,500

59	20	\$1,500
58	20	\$1,500
57	20	\$1,500
56	20	\$961
55	20	\$881
54	20	\$830
53	20	\$780
52	20	\$731
51	20	\$680
50	20	\$630
* \$2,500 for Special Early Pension with 25 years of Benefit Accrual Service, plus \$100 for each Benefit Accrual year after 25.		

Pension Schedule 9A		
Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,774
69	20	\$3,336
68	20	\$2,958
67	20	\$2,628
66	29	\$2,417
66	20	\$2,342
65	29	\$2,417
65	28	\$2,333
65	20	\$2,098
64	20	\$1,884
63	20	\$1,698
62	20	\$1,532
61	20	\$1,500
60	20	\$1,500
59	20	\$1,500
58	20	\$1,500
57	20	\$1,500
56	20	\$961
55	20	\$881
54	20	\$830
53	20	\$780
52	20	\$731
51	20	\$680
50	20	\$630

* \$2,750 for Special Early Pension with 30 or more years of Benefit Accrual Service.
 * \$2,250 for Special Early Pension with 25 or more years of Benefit Accrual Service.

Pension Schedule 8A & 8C		
Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,774
69	20	\$3,336
68	20	\$2,958
67	20	\$2,628
66	29	\$2,417
66	20	\$2,342
65	29	\$2,417
65	28	\$2,333
65	27	\$2,250
65	26	\$2,166
65	20	\$2,098
64	29	\$2,170
64	28	\$2,095
64	27	\$2,020
64	20	\$1,884
63	20	\$1,698
62	20	\$1,532
61	20	\$1,390
60	20	\$1,260
59	20	\$1,182
58	20	\$1,111
57	20	\$1,032
56	20	\$961
55	20	\$881
54	20	\$830
53	20	\$780
52	20	\$731
51	20	\$680
50	20	\$630

*\$2,500 for Special Early Pension with 30 or more years of Benefit Accrual Service.

*\$2,000 for Special Early Pension with 25 or more years of Benefit Accrual Service.

Pension Schedule 7B & 7C

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,774
69	20	\$3,336
68	20	\$2,958
67	20	\$2,628
66	20	\$2,342
65	20	\$2,098
64	20	\$1,884
63	20	\$1,698
62	20	\$1,532
61	20	\$1,390
60	20	\$1,260
59	20	\$1,182
58	20	\$1,111
57	20	\$1,032
56	20	\$961
55	20	\$881
54	20	\$830
53	20	\$780
52	20	\$731
51	20	\$680
50	20	\$630

*For Participants who retire on or after 11/1/91:
 \$2,050 for Special Early Pension with 30 or more years of Benefit Accrual Service
 \$1,250 for Special Early Pension with 25 or more years of Benefit Accrual Service

For Participants who retired before 11/1/91:
 \$1,433 for Special Early Pension with 30 or more years of Benefit Accrual Service
 \$1,039 for Special Early Pension with 25 or more years of Benefit Accrual Service

Pension Schedule 7A

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,633
69	20	\$3,211
68	20	\$2,847
67	20	\$2,530
66	20	\$2,254
65	20	\$2,019
64	20	\$1,813
63	20	\$1,634
62	20	\$1,475
61	20	\$1,338
60	20	\$1,213
59	20	\$1,138
58	20	\$1,069
57	20	\$993
56	20	\$925
55	20	\$848
54	20	\$799
53	20	\$751
52	20	\$704
51	20	\$655
50	20	\$606
*\$1,379 for Special Early Pension with 30 or more years of Benefit Accrual Service		
*\$1,000 for Special Early Pension with 25 or more years of Benefit Accrual Service		

Pension Schedule 6B

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,273
69	20	\$2,893
68	20	\$2,565
67	20	\$2,279
66	20	\$2,031
65	20	\$1,819
64	20	\$1,633
63	20	\$1,472
62	20	\$1,329
61	20	\$1,205
60	20	\$1,093
59	20	\$1,025
58	20	\$963
57	20	\$895
56	20	\$833
55	20	\$764
54	20	\$720
53	20	\$677
52	20	\$634
51	20	\$590
50	20	\$546

*\$1,242 for Special Early Pension with 30 or more years of Benefit Accrual Service at any age.
 *\$1,000 for Special Early Pension with 25 or more years of Benefit Accrual Service at age 50.

Pension Schedule 6A

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,273
69	20	\$2,893
68	20	\$2,565
67	20	\$2,279
66	20	\$2,031
65	20	\$1,819
64	20	\$1,633
63	20	\$1,472
62	20	\$1,329
61	20	\$1,205
60	20	\$1,093
59	20	\$1,025
58	20	\$963
57	20	\$895
56	20	\$833
55	20	\$764
54	20	\$720
53	20	\$677
52	20	\$634
51	20	\$590
50	20	\$546

* \$1,242 for Special Early Pension with 30 or more years of Benefit Accrual Service at any age.

* \$1,000 for Special Early Pension with 25 or more years of Benefit Accrual Service at age 55.

Pension Schedule 5C		
Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,273
69	20	\$2,893
68	20	\$2,565
67	20	\$2,279
66	20	\$2,031
65	20	\$1,819
64	20	\$1,633
63	20	\$1,472
62	20	\$1,329
61	20	\$1,205
60	20	\$1,093
59	20	\$1,025
58	20	\$963
57	20	\$895
56	20	\$833
55	20	\$764
54	20	\$720
53	20	\$677
52	20	\$634
51	20	\$590
50	20	\$546

* \$1,242 for Special Early Pension with 30 or more years of Benefit Accrual Service at any age.

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

Pension Schedule 5B

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,030
69	20	\$2,680
68	20	\$2,375
67	20	\$2,110
66	20	\$1,880
65	20	\$1,685
64	20	\$1,512
63	20	\$1,363
62	20	\$1,231
61	20	\$1,116
60	20	\$1,012
59	20	\$949
58	20	\$891
57	20	\$828
56	20	\$771
55	20	\$707
54	20	\$667
53	20	\$627
52	20	\$587
51	20	\$546
50	20	\$506

* \$1,150 for Special Early Pension with 30 or more years of Benefit Accrual Service at any age.

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

Pension Schedule 5A		
Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life*
70 & Older	20	\$3,030
69	20	\$2,680
68	20	\$2,375
67	20	\$2,110
66	20	\$1,880
65	20	\$1,685
64	20	\$1,512
63	20	\$1,363
62	20	\$1,231
61	20	\$1,116
60	20	\$1,012
59	20	\$949
58	20	\$891
57	20	\$828
56	20	\$771
55	20	\$707
54	20	\$667
53	20	\$627
52	20	\$587
51	20	\$546
50	20	\$506

* \$1,012 for Special Early Pension with 30 or more years of Benefit Accrual Service at any age.

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

Pension Schedule 4C		
Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life
70 & Older	20	\$2,806
69	20	\$2,478
68	20	\$2,197
67	20	\$1,955
66	20	\$1,742
65	20	\$1,564
64	20	\$1,403
63	20	\$1,265
62	20	\$1,139
61	20	\$1,035
60	20	\$937
59	20	\$881
58	20	\$825
57	20	\$768
56	20	\$712
55	20	\$656
54	20	\$619
53	20	\$581
52	20	\$544
51	20	\$506
50	20	\$468

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

Pension Schedule 4B		
Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life
70 & Older	20	\$2,547
69	20	\$2,248
68	20	\$1,995
67	20	\$1,777
66	20	\$1,581
65	20	\$1,420
64	20	\$1,277
63	20	\$1,150
62	20	\$1,035
61	20	\$937
60	20	\$851
59	20	\$800
58	20	\$749
57	20	\$698
56	20	\$646
55	20	\$596
54	20	\$561
53	20	\$528
52	20	\$493
51	20	\$460
50	20	\$426

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

Pension Schedule 4A

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life
70 & Older	20	\$2,289
69	20	\$2,024
68	20	\$1,794
67	20	\$1,593
66	20	\$1,420
65	20	\$1,277
64	20	\$1,144
63	20	\$1,029
62	20	\$932
61	20	\$845
60	20	\$765
59	20	\$719
58	20	\$673
57	20	\$650
56	20	\$610
55	20	\$570
54	20	\$530
53	20	\$491
52	20	\$452
51	20	\$413
50	20	\$382

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

Pension Schedule 2&3		
Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Benefit for Life
70 & Older	20	\$1,863
69	20	\$1,645
68	20	\$1,455
67	20	\$1,294
66	20	\$1,156
65	20	\$1,035
64	20	\$932
63	20	\$840
62	20	\$753
61	20	\$684
60	20	\$621
59	20	\$560
58	20	\$518
57	20	\$518
56	20	\$466
55	20	\$414
54	20	\$371
53	20	\$337
52	20	\$302
51	20	\$270
50	20	\$250

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

Pension Schedule 1A			
Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Pension for First 60 Months of Retirement	Maximum Monthly Pension for Life after 60 Months of Retirement
70 & Older	20	\$1,190	\$1,190
69	20	\$1,052	\$1,052
68	20	\$932	\$932
67	20	\$828	\$828
66	20	\$736	\$736
65	20	\$661	\$661
64	20	\$592	\$592
63	20	\$535	\$535
62	20	\$483	\$483
61	20	\$437	\$437
60	20	\$397	\$397
59	20	\$358	\$237
58	20	\$358	\$237
57	20	\$358	\$237
56	20	\$270	\$178
55	20	\$270	\$178
54	20	\$270	\$178
53	20	\$205	\$135
52	20	\$205	\$135
51	20	\$205	\$135
50	20	\$205	\$135

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

Pension Schedule AA			
Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Pension for First 60 Months of Retirement	Maximum Monthly Pension for Life after 60 Months of Retirement
70 & Older	20	\$955	\$546
69	20	\$845	\$483
68	20	\$748	\$426
67	20	\$661	\$380
66	20	\$592	\$339
65	20	\$529	\$305
64	20	\$477	\$270
63	20	\$431	\$247
62	20	\$385	\$219
61	20	\$351	\$201
60	20	\$319	\$182
59	20	\$299	\$168
58	20	\$276	\$155
57	20	\$259	\$144
56	20	\$242	\$133
55	20	\$224	\$124
54	20	\$213	\$116
53	20	\$198	\$108
52	20	\$190	\$100
51	20	\$173	\$94
50	20	\$155	\$89

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

Pension Schedule BA			
Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Pension for First 60 Months of Retirement	Maximum Monthly Pension for Life after 60 Months of Retirement
70 & Older	20	\$765	\$437
69	20	\$673	\$385
68	20	\$598	\$345
67	20	\$535	\$305
66	20	\$477	\$270
65	20	\$426	\$242
64	20	\$380	\$219
63	20	\$345	\$196
62	20	\$311	\$178
61	20	\$282	\$161
60	20	\$255	\$146
59	20	\$239	\$135
58	20	\$221	\$124
57	20	\$207	\$115
56	20	\$193	\$107
55	20	\$179	\$100
54	20	\$170	\$93
53	20	\$159	\$86
52	20	\$152	\$81
51	20	\$138	\$76
50	20	\$124	\$71

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

Pension Schedule CA			
Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Pension for First 60 Months of Retirement	Maximum Monthly Pension for Life after 60 Months of Retirement
70 & Older	20	\$765	\$385
69	20	\$673	\$339
68	20	\$598	\$299
67	20	\$535	\$265
66	20	\$477	\$236
65	20	\$426	\$213
64	20	\$380	\$190
63	20	\$345	\$173
62	20	\$311	\$155
61	20	\$282	\$138
60	20	\$255	\$128
59	20	\$239	\$120
58	20	\$221	\$110
57	20	\$207	\$104
56	20	\$193	\$97
55	20	\$179	\$90
54	20	\$170	\$85
53	20	\$159	\$79
52	20	\$152	\$76

Note: The above benefit schedule only applies to Participants who work in Covered Employment after April 1, 1987. Benefit amounts for Participants who terminated Covered Employment before the date are listed in Appendix I-A of this document.

Appendix I-A – Normal, Early, Special Early and Vested Pensions
For Participants Who Terminated Covered Employment before April 1, 1987

Maximum Monthly Amounts

(Actual amounts will be lower if Benefit Accrual Fraction is less than 1)

For Participants Who Terminated Covered Employment before April 1, 1987

Age at Benefit Commencement	Maximum Monthly Pension First 60 Months Schedule with 20 Years of Benefit Accrual Service							
	CA	BA	AA	1A	2&3	4A	4B	4C
70 & older*	\$665	\$665	\$830	\$1,035	\$1,620	\$1,990	\$2,215	\$2,440
69	\$585	\$585	\$735	\$915	\$1,430	\$1,760	\$1,955	\$2,155
68	\$520	\$520	\$650	\$810	\$1,265	\$1,560	\$1,735	\$1,910
67	\$465	\$465	\$575	\$720	\$1,125	\$1,385	\$1,545	\$1,700
66	\$415	\$415	\$515	\$640	\$1,005	\$1,235	\$1,375	\$1,515
65	\$370	\$370	\$460	\$575	\$900	\$1,110	\$1,235	\$1,360
64	\$330	\$330	\$415	\$515	\$810	\$995	\$1,110	\$1,220
63	\$300	\$300	\$375	\$465	\$730	\$895	\$1,000	\$1,100
62	\$270	\$270	\$335	\$420	\$655	\$810	\$900	\$990
61	\$245	\$245	\$305	\$380	\$595	\$735	\$815	\$900
60	\$222	\$222	\$277	\$345	\$540	\$665	\$740	\$815
59	\$208	\$208	\$260	\$311	\$487	\$625	\$696	\$766
58	\$192	\$192	\$240	\$311	\$450	\$585	\$651	\$717
57	\$180	\$180	\$225	\$311	\$450	\$565	\$607	\$668
56	\$168	\$168	\$210	\$235	\$405	\$530	\$562	\$619
55	\$156	\$156	\$195	\$235	\$360	\$496	\$518	\$570
54	\$148	\$148	\$185	\$235	\$323	\$461	\$488	\$538
53	\$138	\$138	\$172	\$178	\$293	\$427	\$459	\$505
52	\$132	\$132	\$165	\$178	\$263	\$393	\$429	\$473
51	---	\$120	\$150	\$178	\$235	\$359	\$400	\$440
50	---	\$108	\$135	\$178	\$217	\$332	\$370	\$407

* The monthly benefit amount of a Participant who leaves active employment on or after his or her seventy-first birthday shall be increased to the actuarially equivalent amount based upon the Participant's age at the earlier of the date benefits commence or the Participant's termination of employment.

Maximum Monthly Amounts Continued

For Participants Who Terminated Covered Employment before April 1, 1987

Age at Benefit Commencement	After First 60 Payments Schedule with 20 Years of Benefit Accrual Service							
	CA	BA	AA	1A	2&3	4A	4B	4C
70 & older*	\$335	\$380	\$475	\$1,035	Same as first 60 months			
69	\$295	\$335	\$420	\$915				
68	\$260	\$300	\$370	\$810				
67	\$230	\$265	\$330	\$720				
66	\$205	\$235	\$295	\$640				
65	\$185	\$210	\$265	\$575				
64	\$165	\$190	\$235	\$515				
63	\$150	\$170	\$215	\$465				
62	\$135	\$155	\$190	\$420				
61	\$120	\$140	\$175	\$380				
60	\$111	\$127	\$158	\$345				
59	\$104	\$117	\$146	\$206				
58	\$96	\$108	\$135	\$206				
57	\$90	\$100	\$125	\$206				
56	\$84	\$93	\$116	\$155				
55	\$78	\$87	\$108	\$155				
54	\$74	\$81	\$101	\$155				
53	\$69	\$75	\$94	\$117				
52	\$66	\$70	\$87	\$117				
51	---	\$66	\$82	\$117				
50	---	\$62	\$77	\$117				

* The monthly benefit amount of a Participant who leaves active employment on or after his or her seventy-first birthday shall be increased to the actuarially equivalent amount based upon the Participant's age at the earlier of the date benefits commence or the Participant's termination of employment.

Maximum Monthly Amounts Continued

For Participants Who Terminated Covered Employment before April 1, 1987

Age at Benefit Commencement	Years of Benefit Accrual Service	Maximum Monthly Pension for Life*		
		5A	5B	5C
70 & older **	20	\$2,635	\$2,635	\$2,846
69	20	\$2,330	\$2,330	\$2,516
68	20	\$2,065	\$2,065	\$2,230
67	20	\$1,835	\$1,835	\$1,982
66	20	\$1,635	\$1,635	\$1,766
65	20	\$1,465	\$1,465	\$1,582
64	20	\$1,315	\$1,315	\$1,420
63	20	\$1,185	\$1,185	\$1,280
62	20	\$1,070	\$1,070	\$1,156
61	20	\$970	\$970	\$1,048
60	20	\$880	\$880	\$950
59	20	\$825	\$825	\$891
58	20	\$775	\$775	\$837
57	20	\$720	\$720	\$778
56	20	\$670	\$670	\$724
55	20	\$615	\$615	\$664
54	20	\$580	\$580	\$626
53	20	\$545	\$545	\$589
52	20	\$510	\$510	\$551
51	20	\$475	\$475	\$513
50	20	\$440	\$440	\$475

* Special Early Pension Amounts with 30 or more years Benefit Accrual Service:

Schedule 5A: \$880 at any age

Schedule 5B: \$1,000 at any age

Schedule 5C: \$1,080 at any age

** The monthly benefit amount of a Participant who leaves active employment on or after his or her seventy-first birthday shall be increased to the actuarially equivalent amount based upon the Participant's age at the earlier of the date benefits commence or the Participant's termination of employment.

Appendix II – Disability Pensions – Monthly Amounts

Disability Pensions – Monthly Amounts

After September 8, 2000

Years of Benefit Accrual Service	Benefit Schedule			
	BA, AA	1A	2, 3, 4A, 4B, 4C, 5A, 5B, 5C, 6A, 6B, 7A	7B, 7C, 8A, 8C, 9A, 9B
10 or less	---	---	\$100	\$400
11	---	---	\$120	\$480
12	---	---	\$140	\$560
13	---	---	\$160	\$640
14	---	---	\$180	\$720
15 or more	\$100	\$200	\$200	\$800

Disability Pensions – Monthly Amounts

Prior to September 8, 2000

Years of Benefit Accrual Service	Benefit Schedule			
	BA, AA	1A	2, 3, 4A, 4B, 4C, 5A, 5B, 5C, 6A, 6B, 7A	7B, 7C, 8A, 8C, 9A, 9B
10	---	---	\$100	\$400
11	---	---	\$120	\$480
12	---	---	\$140	\$560
13	---	---	\$160	\$640
14	---	---	\$180	\$720
15 or more	\$100	\$200	\$200	\$800

Appendix III - 5-Year Death Benefit – Monthly Amounts

BA & AA	All other Schedules (except CA)
\$135	\$155

Appendix IV – Actuarial Assumptions

Determinations of Actuarial Equivalence should be based upon the following assumptions:

Interest: 8% compounded Annually (unless otherwise specifically indicated herein)

Mortality: 1994 Group Annuity Mortality Table.
For Disabled Participants – 1983 Railroad Retirement Board Disabled Annuitants Mortality Table.