

# **LOCAL 441 PLUMBERS AND PIPEFITTERS RETIREMENT PLAN**

(Working Copy as Restated April 1, 2014, and  
Amended through Amendment Number Three)

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**LOCAL 441 PLUMBERS AND PIPEFITTERS  
RETIREMENT PLAN**

SECTION 1

CREATION AND PURPOSE

1.1 Creation of the Plan. This Plan was initially established by the Trustees on March 15, 1964.

1.2 Purpose. It is the purpose of this Plan to provide retirement and other incidental benefits for certain employees of members of the Association of Mechanical and Sheetmetal Contractors of Kansas, Inc. that have bargaining agreements in effect with the United Association of Plumbers and Pipefitters Local 441, and for certain employees of the Union.

1.3 Exclusive Benefit of Employees. The Trust has been created for the exclusive benefit of employees of Contributing Employers and their beneficiaries. It is intended that the Plan satisfy the provisions of the Internal Revenue Code that relate to, or that determine, the qualification under the Code of employees' plans in general and this Plan in particular. Under no circumstances shall any part of the principal or income of the Trust Fund be used for, or diverted to, purposes other than for the exclusive benefit of employees of Contributing Employers and their beneficiaries. The Plan shall not be construed, however, as giving any employee or any other person any right, legal or equitable, as against the Association, the Trustees or the principal or income of the Trust except as specifically provided for in the Plan, nor shall it be construed as giving any employee the right to remain in the employment of any Contributing Employer.

## SECTION 2

### DEFINITIONS

The words and phrases in this Section, whether or not they are capitalized, shall have the meanings specified below unless a different meaning is clearly required by the context.

2.1 “Accrued Benefit” shall mean the monthly pension payable on a Covered Employee’s Normal Retirement Date in the form of a Single Life Pension. The amount of a Covered Employee’s Accrued Benefit shall be calculated under Section 5.

2.2 “Active Covered Employee” shall mean, with respect to a Plan Year, any Covered Employee who had 240 or more Credited Hours in the previous Plan Year.

2.3 “Actuarial Equivalent” shall mean equivalence in value of the aggregate amounts expected to be received under different Pension Forms. The Actuarial Equivalent of a monthly pension payable under a Pension Form shall be based on the mortality assumptions underlying the UP 1984 Table (with no setbacks) and an interest rate assumption of 7%. Notwithstanding the foregoing, the value of a lump-sum payment pursuant to Paragraph 17.3 shall be determined as follows:

(a) Pension Starting Dates on or After April 1, 2008. For distributions with Pension Starting Dates on or after April 1, 2008, the interest rate shall be the applicable interest rate, as determined under Code Section 417(e)(3) and published by the Internal Revenue Service for the month of February immediately preceding the Plan Year in which the Pension Starting Date occurs, and the mortality assumptions shall be provided by the applicable 417(e)(3) mortality table, determined as of the first day of the Plan Year in which the Pension Starting Date occurs, as both terms are defined in Revenue Ruling 2007-67 (or superseding guidance).

(b) Pension Starting Dates Before April 1, 2008. For distributions with Pension Starting Dates before April 1, 2008, the interest rate shall be the rate on 30-year Treasury securities, published by the Internal Revenue Service for the month of February immediately preceding the Plan Year in which the Pension Starting Date occurs, and the mortality assumptions shall be those underlying the prevailing commissioner’s standard table prescribed by the Commissioner of the Internal Revenue Service pursuant to Section 417(e)(3) of the Code, determined as of the Pension Starting Date.

(c) Minimum Lump Sum Amount. In no event shall the value of a lump-sum payment to a Covered Employee made on or after April 1, 2000, be less than the payment calculated using the UP 1984 table (with no setbacks) and an interest rate of seven percent (7%), based on the Covered Employee’s benefits under the Plan accrued through March 31, 2000, and on the Covered Employee’s age as of the Pension Starting Date.

2.4 “Association” shall mean the Association of Mechanical and Sheetmetal Contractors of Kansas, Inc.



2.5 “Bargaining Unit Employee” shall mean any Covered Employee who is not a Union Employee.

2.6 “Code” shall mean the Internal Revenue Code of 1986, as amended.

2.7 “Contingent Pensioner” shall mean the beneficiary selected, under the procedures set forth in Section 16, by the Covered Employee (and his or her Spouse, if applicable) to receive any pension provided under the Pension Form so selected after the death of the Covered Employee.

2.8 “Contributing Employer” shall mean the Union, the Trust Fund, the Plumbers and Pipefitters Apprenticeship Training of Kansas, and any contractor that now or hereafter has a collective bargaining agreement with the Union requiring periodic contributions to the Trust.

2.9 “Covered Employee” shall mean

(a) Any person who is covered by a collective bargaining agreement between the Union and a Contributing Employer;

(b) Any person who is a business manager-financial secretary, agent, organizer, or clerical employee of the Union;

(c) Any person who is a member of the Union who retired from active service with a Contributing Employer prior to March 15, 1964 and whose termination of employment was prior to the date on which he or she had (i) attained age 55 and (ii) completed 10 years of membership in the Union;

(d) Any person who has terminated his or her employment from a Contributing Employer and is entitled to benefits under the Plan;

(e) Except as provided in the last sentence of this Paragraph (e), any person who is an employee of the Plumbers and Pipefitters Apprenticeship Training of Kansas, but only if that person has completed 1,000 or more Hours of Service during the 12-month period beginning on the first date of such person’s employment by such a committee, or during any 12-month period beginning on an anniversary of that date. Such a person shall be treated as an Employee for the whole of the 12-month period in which he or she first satisfies the requirements of the preceding sentence. An employee of the Plumbers and Pipefitters Apprenticeship Training of Kansas shall not be a Covered Employee during any period in which he or she is a member of a collective bargaining unit represented by a union for which retirement benefits have been the subject of good faith bargaining; and

(f) Any person who is employed by the Trust Fund in the position of Fund Administrator or Assistant Fund Administrator.

2.10 “Credited Hour” shall mean each hour worked by a Covered Employee for which a Contributing Employer is required to contribute to the Trust on behalf of such Employee.

2.11 “Effective Date” shall mean, with respect to a Covered Employee, the later of (a) March 15, 1964, or (b) the date the Covered Employee first worked a Credited Hour for a Contributing Employer. Notwithstanding the preceding sentence, the words “Effective Date” shall mean, with respect to a Covered Employee who is employed by the Trust Fund, the later of (a) April 1, 2007, or (b) the date the Covered Employee first worked a Credited Hour for a Contributing Employer.

2.12 “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

2.13 “Hour of Service” shall mean the following:

(a) Each hour for which a Covered Employee is paid, or entitled to payment, for the performance of duties for a Contributing Employer.

(b) Each hour for which a Covered Employee is paid, or entitled to payment, by a Contributing Employer because of a period of time in 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. Notwithstanding the preceding provisions of this subparagraph (b), no credit will be given to the Covered Employee for:

(i) more than 501 Hours-of-Service under this subparagraph (b) because of any single continuous period in which the Covered Employee performs no duties (whether or not such period occurs in a single computation period);

(ii) an Hour-of-Service for which the Covered Employee is directly or indirectly paid, or entitled to payment, because of a period in which no duties are performed if such payment is made or due under a plan maintained solely for the purpose of complying with the applicable worker’s or workmen’s compensation, or unemployment compensation or disability insurance laws; or

(iii) an Hour-of-Service for a payment which solely reimburses the Covered Employee for medical or medically related expenses incurred by him.

For purposes of this subparagraph (b), a payment shall be deemed to be made by or due from the Contributing Employer, directly or indirectly through, among others, a trust fund or insurer, to which the Contributing Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of a particular employee or are on behalf of a group of employees in the aggregate.

(c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by a Contributing Employer. The same Hours of Service shall not be credited both under subparagraph (a) or subparagraph (b), above, and this subparagraph (c).

(d) Each hour that would be credited to a Covered Employee under subparagraphs (a), (b), or (c) but for the fact that the Covered Employee's employer was not a Contributing Employer shall, nonetheless, be credited to him or her if the employer is a member of an affiliated service group (under Section 414(m) of the Code), a controlled group of corporations (under Section 414(b) of the Code), or a group of trades or businesses under common control (under Section 414(c) of the Code), of which the Contributing Employer is a member, or is any other entity required to be aggregated with the Contributing Employer pursuant to Section 414(o) of the Code.

2.14 "Married" shall mean the legal union of two people as determined under the Code.

2.15 "Normal Retirement Date" shall mean the latest of:

(a) The Covered Employee's 65th birthday.

(b) The fifth anniversary of the first day of the calendar year in which the person became a member of the Union.

(c) The fifth anniversary of the first day of the calendar year in which the person became a Covered Employee.

2.16 "One-Year Break in Service" shall mean a Plan Year during which a Covered Employee has not completed at least 240 Hours of Service. Notwithstanding the preceding sentence, a Covered Employee shall incur no One-Year Break in Service in a Plan Year if his or her failure to complete 240 Hours of Service during the Plan Year occurred because of a Contributing Employer-approved leave of absence or because of total and permanent disability. In addition, for purposes of determining whether a One-Year Break in Service has occurred, a Covered Employee who is absent from work for any period:

(a) by reason of the pregnancy of the Covered Employee;

(b) by reason of the birth of a child of the Covered Employee;

(c) by reason of the placement of a child with the Covered Employee in connection with the adoption of such child by the Covered Employee; or

(d) for purposes of caring for such child for a period beginning immediately following such birth or placement;

shall be credited with the Hours of Service that otherwise would normally have been credited to the Covered Employee but for the absence, or if the Plan Administrator is not able to make that determination, eight Hours of Service per normal workday of absence, provided that the total number of hours credited shall not exceed 501 hours. These hours will be treated as Hours of Service in the Plan Year in which the absence begins, if such treatment is necessary to prevent the Covered Employee from incurring a One-Year Break in Service in that year; otherwise, the Hours of Service will be credited in the following Plan Year.

2.17 “Pension Form” shall mean any of the pension payment options described in Section 15.

2.18 “Pension Starting Date” shall mean the first day of the month for which a pension is payable under the Plan. The date on which benefit payments actually begin may be later than the Pension Starting Date.

2.19 “Plan” shall mean the Local 441 Plumbers and Pipefitters Retirement Plan as herein set forth and as duly amended from time to time.

2.20 “Plan Administrator” shall mean the person designated by the Trustees under Paragraph 20.1.

2.21 “Plan Year” shall mean the 12-month period beginning on April 1 and ending on March 31. For years beginning before April 1, 1971, the Plan Year shall be determined in accordance with the provisions of the Plan then in effect.

2.22 “Qualified Military Service” shall mean a period of military service for which each of the following requirements is met, and after which a return to employment is initiated on or after December 12, 1994:

(a) The individual’s service constitutes “service in the uniformed services,” determined as follows:

(i) “Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period for which an individual is absent from employment for the purpose of an examination to determine the fitness of the individual to perform any such duty.

(ii) “Uniformed services” means the Armed Forces of the United States, the Army National Guard and the Air National Guard when engaged in active duty for training or inactive duty training or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency.

(b) The individual’s service in the uniformed services is not terminated by reason of a dishonorable or bad conduct discharge or any other circumstance described in Section 4304 of title 38, United States Code, or its successor.

(c) The individual has satisfied the advance notice, cumulative length of absence, reporting and all other requirements that must be met in order for the individual to be entitled to reemployment rights with a Contributing Employer and pension plan rights pursuant to chapter 43 of title 38, United States Code, or its successor.

(d) A Contributing Employer and a Covered Employee shall supply such information to the Trustees, within such time frame, as the Trustees consider necessary or advisable to administer the provisions of the Plan regarding military service. Without limitation of the foregoing, a Contributing Employer shall provide such information regarding service in the uniformed services as the Trustees consider necessary or advisable within 30 days of an individual's return to employment with such Contributing Employer from such service. In the absence of independent evidence from an individual that establishes the individual's right to credit for military service hereunder, the Trustees shall be entitled to rely on information provided by Contributing Employers regarding military service and shall not be required to make an independent investigation of any individual's rights to credit for military service.

In no event shall periods of military service, when aggregated, result in more than five (5) years (or such other period required by law) of Service for Vesting or credit toward a Future Service Benefit under this Plan. Additional periods, although not credited, shall not give rise to a One-Year Break in Service, provided that such periods continue to entitle the individual to reemployment rights pursuant to chapter 43 of title 38, United States Code, or its successor. Qualified Military Service includes the entire period of absence due to or necessitated by service in the uniformed services, including preparation time and time following completion of service within which a person may apply for reemployment, recover from an illness or injury incurred in or aggravated by the military service, or both.

2.23 "Service for Vesting" shall mean the service of an employee that is credited for purpose of determining his or her vesting percentage, as provided in Paragraph 10.2. Service for Vesting will be credited as provided in Section 4.

2.24 "Single Life Pension" shall mean the pension form described in Paragraph 15.5.

2.25 "Spouse" shall mean a person to whom a Covered Employee is legally married as determined under the Code.

2.26 "Trust" shall mean the Agreement and Declaration of Trust between the Association and the Union, which was effective on March 16, 1964.

2.27 "Trust Fund" shall mean the property held in trust from time to time under the terms and provisions of the Plan and the Trust.

2.28 "Trustees" shall mean the persons appointed and serving as trustees in accordance with the terms of the Trust.

2.29 "Union" shall mean the United Association of Plumbers and Pipefitters Local 441.

2.30 "Union Employee" shall mean any Covered Employee who is employed by the Union.

## SECTION 3

### ACCEPTANCE OF NEW EMPLOYER

Upon application, a contractor that becomes subject to a bargaining agreement for the first time will be accepted by the Trustees as a Contributing Employer if the Trustees determine that its acceptance will not adversely affect the actuarial soundness of the Trust Fund. The applicant must submit to the Trustees detailed census information covering its employees, including date of birth, employment history and any other relevant information requested by the Trustees.

## SECTION 4

### SERVICE FOR VESTING

4.1 Basic Rule for Plan Years Beginning After March 31, 1976. A Covered Employee shall be credited with one Year of Service for Vesting for each Plan Year after March 31, 1976, in which he or she is credited with at least 240 Hours of Service. See also subparagraph 17.3(d).

4.2 Basic Rule for Plan Years Beginning Before April 1, 1976. A Covered Employee's Service for Vesting for Plan Years beginning before April 1, 1976, shall be determined in accordance with the provisions of the Plan in effect on March 31, 1976. Service prior to the date the Plan became subject to ERISA may be disregarded if such service would have been disregarded under the break in service rules in effect on the day before such date.

4.3 Vesting Service for Plan Years Beginning in 1999, 2000, 2001, and 2002 in Frontenac, Lawrence, or Topeka Areas. A Covered Employee who earned at least 240 Credited Hours in the Plan Year beginning April 1, 2003, or in a later Plan Year, will earn one Year of Service for Vesting for any Plan Year beginning April 1, 1999, April 1, 2000, April 1, 2001, or April 1, 2002, in which the Covered Employee worked for at least 240 hours in a collective bargaining unit covered by a collective bargaining agreement between an employer and the United Association of Plumbers and Pipefitters Local 165, 664, or 763.

4.4 Service Outside the Bargaining Unit. A person who is employed by a Contributing Employer, but who is not a Covered Employee, will be entitled to Hours of Service for that employment as if he or she had been a Covered Employee, but only to the extent he or she meets each of the following requirements:

(a) He meets the requirements set forth in Paragraph 2.13 for being credited with such Hours of Service, except for the requirement that the service be rendered while he or she is a Covered Employee;

(b) He at any time completes one or more Hours of Service for that same employer as a Covered Employee.

4.5 Vesting Service for Covered Employees of the Trust Fund. A Covered Employee who is employed by the Trust Fund in the position of Fund Administrator shall be credited with one Year of Service for Vesting for each Plan Year that he or she is employed by the Trust Fund, including Plan Years that are prior to April 1, 2007.

4.6 Qualified Military Service. For the purpose of determining Service for Vesting, a person who completes any Hours of Service for a Contributing Employer while he or she is a Covered Employee shall be credited Hours of Service for Qualified Military Service if he or she is employed by the same or a different Contributing Employer when he or she enters service in the uniformed services and when he or she returns to employment, regardless of whether he or she has the status of a "Covered Employee," as defined in Paragraph 2.9, at such times. A person who performs any Qualified Military Service in a calendar year shall be credited the difference between 240 Hours of Service and the number of Hours, if any, with which he or she

was otherwise credited. The last Contributing Employer that employed that person before the period of Qualified Military Service is responsible for making employer contributions to the Plan for that service.

The provisions of this Paragraph 4.6 shall apply to an individual who performed services as a member of the armed forces of the United States, even though that service does not fall within the definition of Qualified Military Service in Paragraph 2.22, if he or she (a) left a position with a Contributing Employer to perform military service, (b) after such military service was reemployed by the same Contributing Employer when he or she had a right to reemployment in accordance with seniority rights protected under Sections 2021 through 2026 of Title 38 of the United States Code, (c) initiated a return to employment before December 12, 1994, and (d) would otherwise have met all requirements described in this Paragraph 4.5 except that his or her service did not fall within the definition of Qualified Military Service.

Notwithstanding any provisions of this Plan to the contrary, contributions, benefits, and service credit with respect to “qualified military service,” as that term is defined in Section 414(u) of the Code, will be provided in accordance with that Section or its successor.



## SECTION 5

### ACCRUED BENEFIT

5.1 Accrued Benefit. A Covered Employee's Accrued Benefit is the sum of his or her Past Service Benefit and his or her Future Service Benefit.

5.2 Past Service Benefit. A person who became a Covered Employee on his or her Effective Date will be credited with a Past Service Benefit equal to \$2.16 multiplied by the number of complete years (not to exceed 15) of his or her continuous membership in the Union immediately before his or her Effective Date. Interruption of membership in the Union for fewer than two years will not be an interruption of continuous membership.

5.3 Future Service Benefit. A Covered Employee will earn a Future Service Benefit for each Plan Year after his or her Effective Date in which he or she has 240 or more Credited Hours. The amount of the Future Service Benefit shall be determined as follows:

(a) General Rule for Table Effective April 1, 2001. A Covered Employee's Future Service Benefit for Credited Hours worked on or after April 1, 1975, shall be calculated under the table in Appendix A if each of the following requirements is met.

(i) He or she earns at least 240 Credited Hours in any Plan Year beginning after March 31, 2001;

(ii) He or she retires and has a Pension Starting Date that is after March 31, 2001; and

(iii) He or she did not terminate his or her employment from a Contributing Employer before April 1, 2001, and receive a lump-sum cash distribution under Paragraph 17.3.

(b) Special Rule for Table Effective April 1, 2001. A Covered Employee's Future Service Benefit for Credited Hours worked on or after April 1, 2001 shall be calculated under the table in Appendix A if each of the following requirements is met:

(i) Either

(1) The person retired and had a Pension Starting Date that was before April 1, 2001; or

(2) The person terminated his or her employment from a Contributing Employer before April 1, 2001, and received a lump-sum cash distribution under Paragraph 17.3;

(ii) The person earns at least 240 Credited Hours in any Plan Year beginning after March 31, 2001; and

(iii) The person is not entitled to an additional Accrued Benefit under subparagraph (a).

(c) Prior Tables. All or any portion of a Covered Employee's Future Service Benefit that is not calculated under the table in Appendix A shall be calculated on the basis of whichever table in Appendix B was applicable to the Covered Employee under the terms of the Plan in effect on the date the Covered Employee terminated his or her employment from a Contributing Employer with any retroactively effective increases that have been adopted by the Trustees from time to time.

5.4 Minimum Accrued Benefit. Notwithstanding the requirements set forth in Paragraph 5.3, a Covered Employee's Accrued Benefit will not be less than the amount of his or her monthly retirement benefit accrued under the Plan as of April 1, 1986, increased by 6.75%.

5.5 Qualified Military Service. An individual's Qualified Military Service shall be taken into account in computing his or her Future Service Benefit, including a determination of whether he or she was an Active Covered Employee during a given Plan Year, in accordance with the following rules:

(a) Subject to subparagraph (b) below, an individual who performs Qualified Military Service shall be deemed to have 40 Credited Hours for each complete week of Qualified Military Service and 8 Credited Hours for each day in any partial week of Qualified Military Service, offset by any Credited Hours to which the Employee otherwise is entitled for such week or day.

(b) Qualified Military Service shall be taken into account pursuant to this Paragraph 5.5 only if:

(i) The individual is employed by the same or a different Contributing Employer when he or she enters service in the uniformed services and when he or she returns to employment; and

(ii) The individual is a Covered Employee when he or she enters service in the uniformed services and when he or she returns to employment.

If the Covered Employee received a distribution of all or part of his or her Accrued Benefit in connection with his or her Qualified Military Service before he or she became reemployed, he or she may repay the withdrawn amount when he or she is reemployed. The amount the Covered Employee must repay shall include any interest that would have been accrued had the withdrawal not occurred. The Covered Employee shall be allowed to repay these amounts during a period of time starting with the date of reemployment and continuing for up to three times the length of the Covered Employee's immediate past period of Qualified Military Service, with the repayment period not to exceed five years, provided the Covered Employee is employed by an Employer during this period.

## SECTION 6

### NORMAL PENSION

6.1 Requirements. A Covered Employee shall be eligible for a Normal Pension if he or she has satisfied the requirements of Paragraph 7.1 and has deferred his or her Pension Starting Date to his or her Normal Retirement Date, as provided in Paragraph 7.4, or if he or she satisfies each of the following requirements:

(a) He terminates employment with a Contributing Employer on his or her Normal Retirement Date; and

(b) At the time he or she applies for a Normal Pension, he or she is in the employ of a Contributing Employer.

6.2 Amount. The monthly amount of the Single Life Pension for a Covered Employee who meets the requirements for a Normal Pension shall be equal to his or her Accrued Benefit.

6.3 Commencement. Payment of a Normal Pension shall commence as of the first day of the month coinciding with or next following the Covered Employee's Normal Retirement Date, provided the application and election requirements of Section 16 have been satisfied.

6.4 Deferred Commencement. A Covered Employee who terminates employment with a Contributing Employer and is eligible for a Normal Pension may defer his or her Pension Starting Date to a later date, but not beyond his or her Required Beginning Date (as defined in subparagraph 17.9(g)). The Late Pension payable on such deferred Pension Starting Date shall be determined under Paragraph 8.2. Payment of a pension deferred under this Paragraph shall commence as of the first day of the month coinciding with or next following the date the application and election requirements of Section 16 are satisfied.

SECTION 7

EARLY PENSION

7.1 Requirements. A Covered Employee shall be eligible for an Early Pension if he or she satisfies each of the following requirements:

- (a) He is at least age 55;
- (b) He is not eligible for a Disability Pension or a Normal Pension; and
- (c) At the time he or she applies for an Early Pension, he or she is either in the employ of a Contributing Employer or is actively seeking such employment.

7.2 Amount. The monthly amount of a Single Life Pension for a Covered Employee who meets the requirements for an Early Pension shall be equal to his or her Accrued Benefit multiplied by the factor shown below that corresponds to the number of full years by which his or her Pension Starting Date precedes the first day of the month in which his or her 60th birthday occurs.

<u>NUMBER OF FULL YEARS PENSION STARTING DATE PRECEDES 1ST OF MONTH IN WHICH 60TH BIRTHDAY OCCURS</u>	<u>FACTOR</u>
1	.95
2	.90
3	.85
4	.80
5	.75

These factors shall be prorated for a partial year (counting a partial month as a complete month).

7.3 Commencement. Payment of an Early Pension shall commence as of the first day of the month coinciding with or next following the date the Covered Employee's employment with his or her Contributing Employer terminates, provided the application and election requirements of Section 16 have been satisfied.

7.4 Deferred Commencement. A Covered Employee who terminates employment with a Contributing Employer and is eligible for an Early Pension may defer his or her Pension Starting Date to a later date, but not beyond his or her Required Beginning Date (as defined in subparagraph 17.9(g)). The monthly pension payable on such deferred Pension Starting Date shall be determined under Paragraph 7.2 (Early Pension), Paragraph 6.2 (Normal Pension), or Paragraph 8.2 (Late Pension), depending on whether his or her Pension Starting Date falls before, on, or after his or her Normal Retirement Date. Payment of a pension deferred under this Paragraph shall commence as of the first day of the month coinciding with or next following the date the application and election requirements of Section 16 are satisfied.

7.5 Waiver of Early Retirement Reduction Factor. A Covered Employee may receive an award of a disability benefit under Title II of the Federal Social Security Act after the Pension Starting Date for his or her Early Pension. The early retirement reduction factor described in Paragraph 7.2 shall be waived for such a Covered Employee, but only if each of the following requirements is met:

(a) The Covered Employee notifies the Plan Administrator in writing of his or her receipt of the award;

(b) The Covered Employee's employment as a Covered Employee with a Contributing Employer had been terminated by reason of total and permanent disability as defined in Paragraph 9.2; and

(c) At the time the Covered Employee's Covered Employment terminated, he or she had 240 or more Credited Hours in each of five or more Plan Years.

The waiver of the early retirement reduction factor shall take effect on the commencement date of the disability benefit paid under Title II of the Federal Social Security Act; provided, however, that the waiver shall not apply retroactively to more than 24 months of monthly payments of the Early Pension.

SECTION 8

LATE PENSION

8.1 Requirements. A Covered Employee who has met the requirements of Paragraph 6.1 or 7.1 shall be eligible for a Late Pension if he or she has deferred his or her Pension Starting Date to a date after his or her Normal Retirement Date, as provided in Paragraph 6.4 or 7.4, or if he or she satisfies each of the following requirements:

(a) He has worked past his or her Normal Retirement Date with a Contributing Employer; and

(b) At the time he or she applies for a Late Pension, he or she is in the employ of a Contributing Employer.

8.2 Amount.

(a) Before Age 70½. The monthly amount of a Single Life Pension for a Covered Employee who meets the requirements for a Late Pension and has a Pension Starting Date that occurs before he or she attains age 70½ shall be equal to the greater of:

(i) His Accrued Benefit on the date he or she retires; or

(ii) His Accrued Benefit on his or her Normal Retirement Date enhanced by the factor shown below that corresponds to the number of years his or her Pension Starting Date follows the later of (i) January 1, 1982, or (ii) his or her Normal Retirement Date.

NUMBER OF YEARS PENSION STARTING DATE FOLLOWS THE LATER OF 1/1/82 OR NORMAL <u>RETIREMENT DATE</u>	<u>FACTOR</u>
1	1.06
2	1.12
3	1.19
4	1.26
5	1.34
6	1.42
7	1.50
8	1.59
9	1.69
10	1.79

These factors will be prorated for a partial year (counting a partial month as a complete month).

(b) After Age 70½. The monthly amount of a Single Life Pension for a Covered Employee who meets the requirements for a Late Pension and has a Pension Starting Date that occurs after he or she attains age 70½ shall be equal to the sum of the following:

(i) The Accrued Benefit calculated under subparagraph (a), excluding any Accrued Benefit earned by the Covered Employee after he or she attains age 70½, actuarially increased as provided under subparagraph 17.9(g)(v); and

(ii) The Accrued Benefit earned by the Covered Employee between the date the Covered Employee attained age 70½ and the Covered Employee's Pension Starting Date, calculated in accordance with Section 5 ("Accrued Benefit"), actuarially increased as provided under subparagraph 17.9(g)(v).

8.3 Commencement. Payment of a Late Pension shall commence as of the first day of the month coinciding with or next following the date the Covered Employee's employment with his or her Contributing Employer terminates, provided the application and election requirements of Section 16 have been satisfied.

8.4 Deferred Commencement. A Covered Employee who terminates employment with a Contributing Employer and is eligible for a Late Pension may defer his or her Pension Starting Date to a later date, but not beyond his or her Required Beginning Date (as defined in subparagraph 17.9(g)). The monthly pension payable on such deferred Pension Starting Date shall be determined under Paragraph 8.2. Payment of a pension deferred under this Paragraph shall commence as of the first day of the month coinciding with or next following the date the application and election requirements of Section 16 are satisfied.

## SECTION 9

### DISABILITY PENSION

9.1 Requirements. A Covered Employee shall be eligible for a Disability Pension if his or her employment as a Covered Employee with a Contributing Employer is terminated by reason of total and permanent disability and at such time he or she meets each of the following requirements:

- (a) He has 240 or more Credited Hours in each of five or more Plan Years; and
- (b) He is not eligible to receive a Normal or a Late Pension.

9.2 Total and Permanent Disability. Disability under the Plan shall be considered total and permanent if the Plan Administrator determines that the Covered Employee is receiving a disability benefit under Title II of the Federal Social Security Act.

9.3 Amount. The Disability Pension payable to a Covered Employee shall be an immediate monthly benefit equal to his or her Accrued Benefit. The Disability Pension shall be payable in the form of a Single Life Pension.

9.4 Commencement. The Disability Pension shall begin on the first day of the month coinciding with or next following the date the Plan Administrator determines that a Covered Employee is eligible for a Disability Pension. In the event that a Covered Employee's Disability Pension Starting Date occurs more than one month after the Covered Employee's employment is terminated due to his or her disability, the Disability Pension payments shall be paid retroactive to the date the Covered Employee's employment was terminated due to such disability; provided, however, that no more than 24 months of retroactive Disability Pension payments shall be made. Any retroactive payments shall be made subject to the requirements of Paragraph 16.9.

9.5 Period of Payment. The Disability Pension shall continue through the first day of the month before the earliest of the person's Normal Retirement Date, the day following the date he or she is no longer totally and permanently disabled or the date of his or her death.

(a) Normal Retirement Date. If the last Disability Pension payment is made on the first day of the month before the Covered Employee's Normal Retirement Date, he or she will then be eligible for a Normal Pension. His or her Accrued Benefit on his or her Normal Retirement Date will be equal to his or her Accrued Benefit on the date he or she became totally and permanently disabled.

(b) Date of Death. If the last Disability Pension payment is made on the first day of the month before the date of the Covered Employee's death and the Covered Employee has been continuously married to the same Spouse throughout the one-year period ending on the date of his or her death, then his or her Spouse will be eligible for a Spouse's Pension under Section 11.



SECTION 10

VESTED DEFERRED PENSION

10.1 Requirements. A Covered Employee shall be eligible for a Vested Deferred Pension if he or she satisfies each of the following requirements:

- (a) He terminates his or her employment from a Contributing Employer when his or her Vesting Percentage determined under Paragraph 10.2 is greater than zero; and
- (b) He does not meet the requirements for an Early or a Normal Pension.

10.2 Amount.

(a) Vesting Schedule Effective April 1, 1997. Except as provided in subparagraphs (b) or (c) below, the monthly amount of a Single Life Pension for a Covered Employee who meets the requirements for a Vested Deferred Pension shall be equal to his or her Accrued Benefit times his or her Vesting Percentage shown in the table below.

<u>YEARS OF SERVICE FOR VESTING</u>	<u>VESTING PERCENTAGE</u>
Less than 5	0
5 or more	100

(b) Prior Vesting Schedule for Bargaining Unit Employees. A Bargaining Unit Employee who had two or more Years of Vesting Service on March 31, 1997, shall have his or her Vesting Percentage calculated under the table below if it provides for a Vesting Percentage that is greater than the Covered Employee's Vesting Percentage under subparagraph (a), above.

<u>YEARS OF SERVICE FOR VESTING</u>	<u>VESTING PERCENTAGE</u>
Less than 2	0
2	25
3	30
4	40
5	50
6	60
7	70
8	80
9	90
10 or more	100

(c) Prior Vesting Schedule for Union Employees. A Union Employee who had two or more Years of Vesting Service on March 31, 1997, shall have his or her Vesting Percentage calculated under the table below, if it provides for a Vesting Percentage that is greater than the Covered Employee's Vesting Percentage under subparagraph (a), above.

<u>YEARS OF SERVICE FOR VESTING</u>	<u>VESTING PERCENTAGE</u>
Less than 2	0
2	25
3	30
4	40
5	60
6	80
7 or more	100

(d) Payments Beginning Before or After Normal Retirement Date. If payment of a Vested Deferred Pension commences either before or after the Covered Employee's Normal Retirement Date, the monthly pension shall be increased or decreased as provided in Paragraph 10.3.

10.3 Commencement. Payment of a Vested Deferred Pension may commence as of the first day of any month after the Covered Employee satisfies the application and election requirements of Section 16 and meets one of the following requirements for an Early, Normal, or Late Pension Starting Date.

(a) Early Pension Starting Date. If a Covered Employee asks the Plan Administrator to authorize the commencement of his or her Vested Deferred Pension as of the first day of the month coinciding with or next following the date the Covered Employee meets the requirements for an Early Pension (except for the requirement set forth in subparagraph 7.1(c)), or as of the first day of any subsequent month which precedes his or her Normal Retirement Date, his or her pension shall commence as of the date so requested, but the amount of the pension shall be reduced as provided in Paragraph 7.2.

(b) Normal Pension Starting Date. If a Covered Employee asks the Plan Administrator to authorize the commencement of his or her Vested Deferred Pension as of the first day of the month coinciding with or next following the date the Covered Employee meets the requirements for a Normal Pension (except for the requirement set forth in subparagraph 6.1(b)), his or her pension shall commence as of the date so requested.

(c) Late Pension Starting Date. If a Covered Employee asks the Plan Administrator to authorize the commencement of his or her Vested Deferred Pension as of the first day of any month after the Normal Pension Starting Date described in subparagraph (b), but no later than his or her Required Beginning Date (as defined in

subparagraph 17.9(g)), his or her pension shall commence as of the date so requested, but the amount of the pension shall be increased as provided in Paragraph 8.2.

## SECTION 11

### SPOUSE'S PENSION

11.1 Eligibility. The Plan shall provide a Spouse's Pension to the surviving Spouse of a Covered Employee if the Covered Employee dies before his or her Pension Starting Date and the requirements of either subparagraph (a) or (b) are satisfied:

(a) In the case of a Covered Employee who dies while in the employ of a Contributing Employer, the Covered Employee would have been eligible for a Vested Deferred Pension, an Early Pension, a Normal Pension, or a Late Pension if he or she had terminated employment from a Contributing Employer on the date of his or her death. For purposes of this subparagraph (a), a Covered Employee who dies on or after January 1, 2007, while performing qualified military service (as defined in Code Section 414(u)) shall be deemed to have died while in the employ of a Contributing Employer.

(b) In the case of a Covered Employee who dies after termination of employment from a Contributing Employer, the Covered Employee was eligible for a Vested Deferred Pension, an Early Pension, a Normal Pension, or a Late Pension on the date he or she terminated employment.

11.2 Amount. The monthly payment to the surviving Spouse under this Section shall be equal to the monthly payment that would have been made as a survivor annuity under the 100% Joint Pension described in Paragraph 15.4, (or the Actuarial Equivalent thereof) if--

(a) In the case of a Covered Employee who dies after the date on which he or she attained age 55, he or she had retired with an immediate 100% Joint Pension on the day before the date of his or her death; or

(b) In the case of a Covered Employee who dies on or before the date on which he or she would have attained age 55, he or she had--

(i) Separated from service on the date of his or her death (or actual date of separation from service, if earlier);

(ii) Survived to age 55;

(iii) Retired with an immediate 100% Joint Pension at age 55; and

(iv) Died on the day after the day on which he or she would have attained age 55.

11.3 Timing of Payment.

(a) The surviving Spouse of a Covered Employee may request that payment of a Spouse's Pension commence--

(i) In the case of a Covered Employee who dies on or before the date on which he or she would have attained age 55, as of the first day of either the month in which the Covered Employee would have attained that age or any month thereafter; or

(ii) In the case of a Covered Employee who dies after the date on which he or she attained age 55, as of either the first day of the month following the date of the Covered Employee's death, or any month thereafter.

(b) Payment of a Spouse's Pension shall continue until the death of the Covered Employee's surviving Spouse. If the surviving Spouse dies before payments under the Spouse's Pension begin, no Spouse's Pension shall be payable.

11.4 Pension Form Available for Spouse's Pension. A surviving Spouse who is eligible for a Spouse's Pension under this Section may elect any Pension Form for payment of that pension. The amount payable under the Pension Form will be the Actuarial Equivalent of the amount described in Paragraph 11.2.

11.5 Definition of Spouse. For purposes of this Section, the word "Spouse" means only the Covered Employee's Spouse to whom he or she has been continuously married throughout the one-year period ending on the date of his or her death.

## SECTION 12

### DEATH BENEFIT

12.1 Requirements. A Covered Employee's beneficiary will be eligible for a Death Benefit if each of the following requirements is satisfied:

(a) The Covered Employee has at least two years of Service for Vesting or is at least age 55.

(b) The Covered Employee dies while (i) in the employ of a Contributing Employer, (ii) while on the Union's out-of-work list and ready, willing and available for work in a job for which contributions to the Plan are required, or (iii) while performing qualified military service (as defined in Code Section 414(u)) on or after January 1, 2007.

(c) The Covered Employee was not married when he or she died or, if he or she was, his or her Spouse is not entitled to a Spouse's Pension under Section 11.

12.2 Amount. The Death Benefit payable under this Section 12 shall be equal to the contributions made by Contributing Employers on behalf of the Covered Employee.

12.3 Pension Form Available for Death Benefit. A beneficiary who is eligible for a Death Benefit under this Section may elect any Pension Form for payment of that benefit. The amount payable under any Pension Form will be the Actuarial Equivalent of the Death Benefit.

## SECTION 13

### DIRECT ROLLOVER RULES

13.1 Election of Direct Rollover. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

#### 13.2 Definitions.

(a) Eligible Rollover Distribution. An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) any hardship distribution; and (iv) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities). Notwithstanding the preceding sentence, a portion of a distribution will not fail to be an eligible rollover distribution merely because that portion consists of after-tax employee contributions that are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or 408(b), a qualified plan described in Code Section 401(a) or 403(a), or a tax-sheltered annuity plan described in Code Section 403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution that is includible in gross income and the portion of such distribution that is not so includible.

(b) Eligible Retirement Plan. An "eligible retirement plan" is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), a Roth IRA described in Code Section 408A(b), a qualified retirement plan described in either of Code Sections 401(a) or 403(a), a tax-sheltered annuity plan described in Code Section 403(b), or an eligible plan under Code Section 457(b) that is maintained by a state, a 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. For purposes of distributing a death benefit payment to a nonspouse Designated Beneficiary, an "eligible retirement plan" shall also include an individual retirement plan that will be treated as an inherited IRA under Code Section 402(c)(11).

(c) Distributee. A "distributee" includes a Covered Employee or former Covered Employee. In addition, the Covered Employee's or former Covered Employee's surviving Spouse and the Covered Employee's or former Covered Employee's Spouse or

former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the Spouse or former Spouse. For purposes of distributing a death benefit payment to an individual retirement plan that will be treated as an inherited IRA under Code Section 402(c)(11), a “distributee” shall also include a nonspouse Designated Beneficiary.

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

13.3 Automatic Rollovers. In the event of a mandatory distribution greater than \$1,000 in accordance with the provisions of Paragraph 17.3, if the distributee does not elect to have such distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover or to receive the distribution directly in accordance with Paragraph 13.1, then the Plan will pay the distribution in a direct rollover to an individual retirement plan designated by the Trustees.



## SECTION 14

### REEMPLOYMENT AFTER PENSION STARTING DATE

14.1 Suspension of Pension Payments. In the case of a Covered Employee receiving a monthly pension under the Plan who goes to work for a Contributing Employer, payment of his or her monthly pension shall be suspended for any period during which that work causes him or her to meet the definition of “Reemployed,” as provided in Section 14.2.

In the case of a Covered Employee receiving a monthly pension under the Plan who goes to work for an employer, but not for a Contributing Employer, payment of his or her “Post-1992 Monthly Benefit” shall be suspended for any period during which that work causes him or her to meet the definition of “Reemployed,” as provided in Section 14.2. A Covered Employee’s Post-1992 Monthly Pension is the monthly amount of his or her pension that accrued after April 30, 1993.

#### 14.2 Definition of “Reemployed”.

(a) After Normal Retirement Date. A Covered Employee is Reemployed in a calendar month ending after he or she reaches his or her Normal Retirement Date if he or she works at the trade or craft in which he or she was employed at any time under the Plan, within the geographic area covered by the Plan at the time his or her pension commenced, 40 or more hours in such a month:

(i) In the plumbing or pipefitting industry; or

(ii) In the case of a Covered Employee who earned Credited Hours during employment with the Union, for the Union or any other labor union.

(b) Before Normal Retirement Date. A Covered Employee is Reemployed in a calendar month ending before he or she reaches his or her Normal Retirement Date if he or she would satisfy the foregoing test if the phrase “one or more hours” was substituted for the phrase “40 or more hours.”

14.3 Accumulation of Suspended Payments for a Covered Employee Reemployed by a Contributing Employer. In the case of a Covered Employee who is Reemployed by a Contributing Employer, the suspended payments shall be accumulated and credited with interest at the rate of five-percent, compounded annually from the end of the Plan Year in which they are suspended. The accumulated amount of the suspended payments and the interest thereon shall be used to provide the Covered Employee with an additional pension, the amount of which will be determined on the basis of the mortality assumptions underlying the UP 1984 Table (with no setbacks) and an interest rate assumption of 7%.

14.4 Accrued Benefit Earned During Period of Reemployment. In the case of a Covered Employee who is Reemployed by a Contributing Employer, the benefit derived from the Accrued Benefit which accrued during the period of Reemployment shall be used to provide the Covered Employee with an additional pension, the amount of which will be determined under Paragraph 7.2 (Early Pension), Paragraph 6.2 (Normal Pension), Paragraph 8.2 (Late

Pension), or Paragraph 10.2 (Vested Deferred Pension), whichever is applicable. The form of the additional pension shall be determined according to the provisions of Section 16 as if the date of the termination of the period of Reemployment was the Covered Employee's Pension Starting Date.

14.5 Death Benefits Before Subsequent Retirement.

(a) Covered Employee Reemployed by a Contributing Employer. If a Covered Employee dies while Reemployed by a Contributing Employer, the accumulated amount of the suspended payments under Paragraph 14.3, and the benefit derived from the Accrued Benefit which accrued during the period of Reemployment under Paragraph 14.4, shall be applied to provide a Spouse's Pension under Section 11 or a Death Benefit under Section 12, whichever is applicable.

(b) All Reemployed Covered Employees. In the case of all Covered Employees who are Reemployed, including those not Reemployed by a Contributing Employer, any benefits payable after the Covered Employee's death under the Pension Form the Covered Employee elected when he or she first retired shall be paid in accordance with that election.

14.6 Resumption of Pension Payments. In the case of all Covered Employees who are Reemployed, including those not Reemployed by a Contributing Employer, payment of a monthly pension shall resume on the first day of the month on or after the calendar month in which the Covered Employee's period of Reemployment terminates, provided the Covered Employee complies with any notification procedure prescribed by the Trustees.

14.7 Pension Must Commence on Required Beginning Date. Nothing in this Section 14 shall prevent the Plan from recommencing a monthly pension on the Covered Employee's Required Beginning Date (as defined in subparagraph 17.9(g)).

14.8 Notification Procedures. Procedures for notification of the Covered Employee by the Plan regarding suspension of pension payments, and of the Plan by the Covered Employee regarding cessation of a period of Reemployment, and other procedures applicable to the operation of this Section 14, shall be established by the Trustees in an appropriate Administrative Ruling, which will be consistent with Department of Labor Regulation Section 2530.203-3 or its successor.

## SECTION 15

### PENSION FORMS

15.1 Qualified Joint Pension. A “Qualified Joint Pension” is a monthly income payable to a Covered Employee for the rest of his or her lifetime, and, if the Covered Employee predeceases his or her Spouse, a monthly income to his or her Spouse for the rest of the Spouse’s lifetime. The amount paid each month to the Covered Employee’s Spouse after his or her death shall be 50% of the amount which was paid each month to the Covered Employee. Such form of payment shall be the “Qualified Joint and Survivor Annuity” for purposes of Code Section 417(b). The Qualified Joint Pension shall be the Actuarial Equivalent of the Single Life Pension which the Covered Employee would otherwise be entitled to receive. The last payment of a Qualified Joint Pension shall be made as of the first day of the month in which the survivor of the Covered Employee and his or her Spouse dies.

15.2 50% Joint Pension. A “50% Joint Pension” is a monthly income payable to a Covered Employee for the rest of his or her lifetime, and, if the Covered Employee predeceases his or her Contingent Pensioner, a monthly income to his or her Contingent Pensioner for the rest of his or her lifetime. The amount paid each month to the Covered Employee’s Contingent Pensioner after his or her death shall be 50% of the amount which was paid each month to the Covered Employee. The 50% Joint Pension shall be the Actuarial Equivalent of the Single Life Pension which the Covered Employee would otherwise be entitled to receive. The last payment of a 50% Joint Pension shall be made as of the first day of the month in which the survivor of the Covered Employee and his or her Contingent Pensioner dies.

15.3 75% Joint Pension. A “75% Joint Pension” is a monthly income payable to a Covered Employee for the rest of his or her lifetime, and, if the Covered Employee predeceases his or her Contingent Pensioner, a monthly income to his or her Contingent Pensioner for the rest of his or her lifetime. The amount paid each month to the Covered Employee’s Contingent Pensioner after his or her death shall be 75% of the amount which was paid each month to the Covered Employee. When a Covered Employee’s Contingent Pensioner is his or her Spouse, the 75% Joint Pension form of benefit is the “Qualified Optional Survivor Annuity” for purposes of Code Section 417(g). The 75% Joint Pension shall be the Actuarial Equivalent of the Single Life Pension which the Covered Employee would otherwise be entitled to receive. The last payment of a 75% Joint Pension shall be made as of the first day of the month in which the survivor of the Covered Employee and his or her Contingent Pensioner dies.

15.4 100% Joint Pension. A “100% Joint Pension” is a monthly income payable to a Covered Employee for the rest of his or her lifetime, and, if the Covered Employee predeceases his or her Contingent Pensioner, a monthly income to his or her Contingent Pensioner for the rest of his or her lifetime. The amount paid each month to the Covered Employee’s Contingent Pensioner after his or her death shall be 100% of the amount which was paid each month to the Covered Employee. The 100% Joint Pension shall be the Actuarial Equivalent of the Single Life Pension which the Covered Employee would otherwise be entitled to receive. The last payment of a 100% Joint Pension shall be made as of the first day of the month in which the survivor of the Covered Employee and his or her Contingent Pensioner dies.

15.5 Single Life Pension. A “Single Life Pension” is a monthly income payable only to a Covered Employee for the rest of his or her lifetime. The last payment of a Single Life Pension shall be made as of the first day of the month in which the death of the Covered Employee occurs.

15.6 Single Life Annuity with Five-Years Certain. A “Single Life Annuity with Five-Years Certain” is a monthly income payable to a Covered Employee for the rest of his or her lifetime, and, if the Covered Employee dies before receiving 60 monthly payments, payable to his or her Contingent Pensioner at the same rate until a total of 60 monthly payments have been made. The Single Life Annuity with Five-Years Certain shall be the Actuarial Equivalent of the Single Life Pension which the Covered Employee would otherwise be entitled to receive.

15.7 Single Life Annuity with Ten-Years Certain. A “Single Life Annuity with Ten-Years Certain” is a monthly income payable to a Covered Employee for the rest of his or her lifetime, and, if the Covered Employee dies before receiving 120 monthly payments, payable to his or her Contingent Pensioner at the same rate until a total of 120 monthly payments have been made. The Single Life Annuity with Ten-Years Certain shall be the Actuarial Equivalent of the Single Life Pension which the Covered Employee would otherwise be entitled to receive.

15.8 Single Life Annuity with Fifteen-Years Certain. A “Single Life Annuity with Fifteen-Years Certain” is a monthly income payable to a Covered Employee for the rest of his or her lifetime, and, if the Covered Employee dies before receiving 180 monthly payments, payable to his or her Contingent Pensioner at the same rate until a total of 180 monthly payments have been made. The Single Life Annuity with Fifteen-Years Certain shall be the Actuarial Equivalent of the Single Life Pension which the Covered Employee would otherwise be entitled to receive.

15.9 Pop-Up Benefit. The monthly pension payable to a Covered Employee shall be increased to the monthly pension that would have been payable if a Single Life Annuity had been in effect, but only if each of the following requirements is satisfied:

- (a) The Covered Employee (and his or her Spouse, if applicable) properly elected under Section 16 a Qualified Joint Pension, a 50% Joint Pension, a 75% Joint Pension, or a 100% Joint Pension.
- (b) The person who was the Covered Employee’s Spouse on his or her Pension Starting Date is the Contingent Pensioner.
- (c) The Contingent Pensioner dies before the Covered Employee.
- (d) The Covered Employee is married to the Contingent Pensioner on the date of the Contingent Pensioner’s death.

The increased monthly amount shall be payable beginning as of the first day of the month following the month in which the Contingent Pensioner dies.

## SECTION 16

### APPLICATION FOR PENSION AND ELECTION OF PENSION FORM

16.1 Application for Pension. In order to receive a pension, a Covered Employee who is eligible must file a written application with the Plan Administrator. The application shall be filed on a form prescribed by the Plan Administrator.

16.2 Election of Pension Form. A Covered Employee may elect to have his or her pension paid under any Pension Form, if he or she establishes to the satisfaction of the Plan Administrator that he or she has no Spouse or that his or her Spouse cannot be located, or if his or her Spouse consents in writing to the election and acknowledges its effect.

16.3 Pension Form to Be Paid in Absence of Proper Election. If a Covered Employee has not established to the satisfaction of the Plan Administrator that he or she has no Spouse, or a married Covered Employee has not properly elected otherwise, the Covered Employee's pension will be paid as a Qualified Joint Pension. If a single Covered Employee has established to the satisfaction of the Plan Administrator that he or she has no Spouse, but has not properly elected a Pension Form, his or her pension will be paid as a Single Life Annuity.

16.4 Form of Spousal Consent. Any spousal consent and acknowledgment shall be in a form authorized by the Plan Administrator and shall be witnessed by the Plan Administrator or a notary public. Any such consent and acknowledgment shall bind only the Spouse who executes it. Any such consent and acknowledgment shall not be effective unless the election designates a specific Contingent Pensioner who may not be changed without spousal consent. A Covered Employee's waiver of the Qualified Joint Pension will not be effective unless the election designates a Pension Form which may not be changed without spousal consent.

16.5 Revocation of Election. A Covered Employee may revoke an election made under Paragraph 16.2 by completing a revocation form furnished by the Plan Administrator and filing it with the Plan Administrator during the election period. After an election is revoked, another election under Paragraph 16.2 may be made during the election period; the conditions relating to spousal consent with respect to the initial election shall apply as well to any subsequent election. The number of revocations shall not be limited.

16.6 Election Period. Any election made under Paragraph 16.2 or revocation made under Paragraph 16.5 shall be effective on receipt thereof during the election period by the Plan Administrator. The election period shall be the 180-day period ending on the Covered Employee's Pension Starting Date.

16.7 Written Explanations. No election made under Paragraph 16.2 or consent given under Paragraph 16.4 shall be valid unless the Covered Employee has received a written explanation as provided in this Paragraph. The Plan Administrator shall furnish each Covered Employee with a written explanation of:

- (a) The terms and conditions of the Qualified Joint Pension and the 75% Joint Pension;

- (b) The Covered Employee's right to make, and the effect of, an election under Paragraph 16.2 to waive the Qualified Joint Pension form of benefit;
- (c) The rights of the Covered Employee's Spouse under Paragraph 16.4;
- (d) The right to make, and the effect of, a revocation of an election under Paragraph 16.5;
- (e) The relative values of the various Pension Forms under the Plan; and
- (f) The right to defer a distribution and the financial effect of deferring or failing to defer a distribution of benefits.

16.8 Earliest Pension Starting Date. Except as provided in Paragraph 16.9, on retroactive Pension Starting Dates, a Covered Employee's Pension Starting Date may be (i) no later than 180 days after the written explanations described in Paragraph 16.7 are provided, and (ii) no earlier than the earlier of the following:

(a) Thirty days after the written explanations described in Paragraph 16.7 are provided; or

(b) The day after the written explanations described in Paragraph 16.7 are provided if each of the following requirements is satisfied:

(i) The Plan Administrator provides a written explanation to the Covered Employee which clearly indicates that the Covered Employee has the right to consider for at least 30 days whether to waive the Qualified Joint Pension and elect a different Pension Form;

(ii) The Covered Employee is permitted to revoke his or her election until the later of

(1) The Pension Starting Date; or

(2) Eight days after the written explanations described in Paragraph 16.7 are provided;

(iii) The Pension Starting Date is after the date written explanations described in Paragraph 16.7 are provided; and

(iv) The first pension payment is made no earlier than eight days after the written explanations described in Paragraph 16.7 are provided.

16.9 Retroactive Pension Starting Date. The following rules apply when the Plan uses a retroactive Pension Starting Date, namely, in the case of a disability pension described in Section 9:

(a) A retroactive Pension Starting Date is a date elected by the employee in accordance with the provisions of this Section and Section 9, that occurs on or before the date the written explanation required by Paragraph 16.7 is provided to the Covered Employee. The Covered Employee must affirmatively elect a retroactive Pension Starting Date.

(b) The Covered Employee's Spouse (including an alternate payee who is treated as a Spouse under a qualified domestic relations order) as of the date the payments commence must consent to the election as specified in Paragraph 16.2. Unless otherwise provided under a qualified domestic relations order, if the Covered Employee's Spouse as of the retroactive Pension Starting Date is not the Covered Employee's Spouse as of the date the payments commence, the consent of that former Spouse is not required to waive the Qualified Joint Pension form of benefit.

(c) In the case of a retroactive Pension Starting Date, the date payments commence based on the retroactive Pension Starting Date shall be substituted for the Pension Starting Date for purposes of satisfying the timing requirements for giving consent and providing an explanation of the Qualified Joint Pension provided in Paragraph 16.7. The Plan shall not fail to satisfy the 180-day timing requirement of Paragraph 16.8 merely because, due solely to administrative delay, payments commence more than 180 days after the written explanation of the Qualified Joint Pension is provided to the Covered Employee whose pension has a retroactive Pension Starting Date.

(d) Any future monthly payments with respect to a Covered Employee who elects a retroactive Pension Starting Date shall be the same as the future monthly payments, if any, that would have been paid with respect to the Covered Employee had payments actually commenced on the retroactive Pension Starting Date.

(e) A Covered Employee who elects a retroactive Pension Starting Date shall receive a make-up payment consisting of the sum of all missed payments for the period from the retroactive Pension Starting Date to the date of the actual make-up payment. This make-up payment shall be adjusted for interest:

(i) by determining for the month before the retroactive Pension Starting Date the rate on 30-year Treasury securities, specified by the Commissioner of Internal Revenue for that month in revenue rulings, notices, or other guidance; and

(ii) applying it from the dates the missed payments would have been made (had payments actually commenced on the retroactive Pension Starting Date) to the date of the actual make-up payment.

(f) The benefits payable, including appropriate interest adjustments, to a Covered Employee who elects a retroactive Pension Starting Date must satisfy the requirements of Section 415 of the Code and the regulations promulgated thereunder as if the date payments to the Covered Employee commence is substituted for the Covered

Employee's Pension Starting Date for all purposes, including for purposes of determining the applicable interest rate and the applicable mortality table.



## SECTION 17

### OTHER PROVISIONS AFFECTING BENEFITS-CONTRIBUTIONS; PRE-BREAK SERVICE

17.1 No Assignment. No benefit under the Plan shall in any manner or to any extent be assignable or transferable by any Covered Employee or beneficiary under the Plan or subject to attachment, garnishment or other legal process, except for a qualified domestic relations order as determined according to procedures adopted by the Trustees. No attempted assignment or transfer of any benefit under the Plan shall be recognized.

17.2 Merger of Plans. In the case of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Covered Employee (if the Plan then terminates) shall receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan had then terminated).

#### 17.3 Lump Sum Actuarial Equivalent of Accrued Benefit Less Than \$5,000.

(a) In General.

(i) Mandatory Payment. If a Covered Employee, his or her Spouse, or his or her beneficiary is eligible for a pension or death benefit under this Plan, and the Actuarial Equivalent in cash of such benefit under the Plan is not greater than \$5,000, such Covered Employee, his or her Spouse, or his or her beneficiary shall receive a cash distribution of an amount which is the Actuarial Equivalent of the entire vested portion of such benefit.

(ii) When Payment Is Made. Except as provided in the following two sentences, the mandatory payment provided under subparagraph (a) shall be made as soon as is practicable after the Covered Employee, Spouse, or beneficiary is first eligible for a pension or death benefit under this Plan. In the case of a lump-sum payment of a Spouse's pension or death benefit, the payment shall be made as soon as is practicable after the death of the Covered Employee. In the case of a Vested Pension, the payment shall be made as soon as is practicable after the Covered Employee has 5 consecutive Plan Years in each of which he or she has fewer than 240 Credited Hours.

(b) Repayment. If a Covered Employee receives a distribution pursuant to subparagraph (a) and then resumes employment as a Covered Employee, he or she shall have the right to restore his or her Accrued Benefit upon the repayment to the Plan of the full amount of the distribution plus interest, compounded annually from the date of distribution at the rate determined under Section 411(c)(2)(C) of the Code. Such repayment must be made before the earlier of five years after the first date on which the Covered Employee is subsequently reemployed by a Contributing Employer, or the date the Covered Employee incurs five consecutive One-Year Breaks in Service following the date of the distribution.

(c) Service Disregarded. If a Covered Employee is reemployed by a Contributing Employer after he or she receives a distribution under subparagraph (a), and he or she does not repay such distribution in accordance with subparagraph (b), then the Hours of Service, Service for Vesting, Accrued Benefit, and Credited Hours that were used to calculate the Actuarial Equivalent of the vested portion of his or her Accrued Benefit under subparagraph (a) shall be disregarded for purposes of calculating his or her benefits under the Plan.

(d) Covered Employee Who Is Not Vested. If a Covered Employee terminates his or her employment with a Contributing Employer before he or she earns a vested benefit under the Plan, his or her Hours of Service, Service for Vesting, Accrued Benefit and Credited Hours before any period of consecutive One-Year Breaks in Service shall be disregarded for purposes of calculating his or her benefits under the Plan if he or she incurs five consecutive One-Year Breaks in Service.

17.4 Duplication of Pensions. A Covered Employee shall not be entitled to the payment of more than one type of pension benefit under this Plan. For example, an Employee may not receive a Disability Pension and a Normal Pension simultaneously. In the event a Covered Employee would otherwise be entitled to payment of more than one type of pension benefit, such Employee shall elect which of the two he or she is to receive.

17.5 Qualified Domestic Relations Orders. In the event that payments to a Covered Employee's alternate payee under a qualified domestic relations order commence after or at the same time as that Employee's pension payments under the Plan, those pension payments shall be reduced by any amounts paid simultaneously to the alternate payee. In the event that payments to a Covered Employee's alternate payee under a qualified domestic relations order commence before that Employee's pension payments under the Plan, those pension payments shall be reduced by the sum of (i) the Actuarial Equivalent of the amounts already paid to the alternate payee, plus (ii) any amounts paid simultaneously to the alternate payee.

17.6 Contributions. The Contributing Employers, and each of them, agree to make contributions hereunder in accordance with the terms and conditions of the collective bargaining agreements from time to time in effect between them and the Union. Contributions payable to this Plan by a Contributing Employer shall be paid in the same amount and pursuant to the same procedure for all of its Covered Employees.

17.7 Mistaken Contributions. In the event a contribution (other than a contribution conditioned on the initial qualification of the Plan) was made by a Contributing Employer because of a mistake of fact or law, the Trustees or the Plan Administrator may, in their or its discretion, return it within six months after the date the Plan Administrator determines that the contribution was the result of such a mistake. The amount to be returned to the Contributing Employer is the excess of the amount contributed over the amount that would have been contributed had no mistake occurred. This amount is the "excess contribution." Any earnings attributable to the excess contribution may not be returned to the Contributing Employer. Losses attributable to the excess contribution shall reduce the amount to be returned. In no event may an Accrued Benefit be reduced to an amount less than that Accrued Benefit which would

properly have been credited to that Covered Employee had no mistake occurred. The excess contribution returned to the Contributing Employer may not exceed this overall limitation.

17.8 Section 415 Limits. The maximum annual benefit payable under the Plan shall not exceed the limitations imposed by Code Section 415, the provisions of which are hereby incorporated into this Plan by this reference. If benefits payable under any provision of the Plan would exceed such limitations, then notwithstanding any other provision of the Plan, such benefits shall be reduced to the extent necessary to ensure that such limitations are not exceeded; provided, however, that if a Covered Employee's benefits under this Plan, in combination with benefits provided under any other plan maintained by his Contributing Employer, would exceed such limitations, then the benefits provided under this Plan shall be reduced only to the extent necessary after benefits under all other such plans have been reduced to the maximum extent possible. For purposes of this Paragraph, all employers aggregated under the rules of Code Sections 414(b), (c), and (m) shall be considered the Contributing Employer. The Plan's limitation year is the calendar year. Unless otherwise specified, the applicable mortality table for purposes of adjusting any benefit or limitation under this Paragraph is the table described in Code Section 417(e)(3)(B), determined as of the Pension Starting Date. For a special rule regarding retroactive annuity starting dates, see subparagraph 16.9(f).

17.9 Minimum Distribution Requirements. The provisions of this Paragraph apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year. The requirements of this Paragraph shall take precedence over any inconsistent provisions of the Plan. All distributions required under this Paragraph shall be determined and made in accordance the provisions of Section 401(a)(9) of the Code, including the minimum distribution incidental death benefit rule of Code Section 401(a)(9)(G), and the regulations promulgated thereunder. The purpose of this Paragraph is solely to ensure that the distribution of benefits provided in other provisions of the Plan, to persons described in other provisions of the Plan, complies with Section 401(a)(9) of the Code and the regulations promulgated thereunder; accordingly, and notwithstanding the foregoing, this Paragraph shall not in any circumstance enhance the amount of any benefit, or create in any person the right to a benefit, beyond the benefits and rights provided in other provisions of the Plan.

(a) Definitions.

(i) The term "Designated Beneficiary" means the individual who is the Designated Beneficiary under other provisions of this Plan and under Section 401(a)(9) of the Code and Treasury Regulation 1.401(a)(9)-1, Q&A-4.

(ii) The term "Distribution Calendar Year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Covered Employee's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Covered Employee's Required Beginning Date. For distributions beginning after the Covered Employee's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to subparagraph 17.9 (b)(ii).

(iii) The term “Life Expectancy” means the life expectancy as computed by use of the Single Life Table in Treasury Regulation 1.401(a)(9)-9.

(iv) The “Required Beginning Date” of a Covered Employee is the first day of April of the calendar year following the later of (A) the calendar year in which the Covered Employee attains age 70½; or (B) the calendar year in which the Covered Employee retires. Notwithstanding the foregoing, the Required Beginning Date of a Covered Employee who is a “five percent owner” (in accordance with Code Section 401(a)(9)) is the first day of April of the calendar year following the calendar year in which the Covered Employee attains age 70½.

(b) Time and Manner of Distribution.

(i) The Covered Employee’s entire vested interest will be distributed, or begin to be distributed, to the Covered Employee no later than the Covered Employee’s Required Beginning Date.

(ii) If the Covered Employee dies before distributions begin, the benefit distributable, if any, will be distributed, or begin to be distributed, no later than as follows:

(1) If the Covered Employee’s surviving Spouse is the Covered Employee’s sole Designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Covered Employee died, or by December 31 of the calendar year in which the Covered Employee would have attained age 70½, if later.

(2) If the Covered Employee’s surviving Spouse is not the Covered Employee’s sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Covered Employee died.

(3) If there is no Designated Beneficiary as of the September 30 of the year following the year of the Covered Employee’s death, the benefit distributable, if any, will be distributed by December 31 of the calendar year containing the fifth anniversary of the Covered Employee’s death.

(4) If the Covered Employee’s surviving Spouse is the Covered Employee’s sole Designated Beneficiary, and the surviving Spouse dies after the Covered Employee but before distributions to the surviving Spouse begin, this subparagraph 17.9(b)(ii), other than subparagraph 17.9 (b)(ii)(1), shall apply as if the surviving Spouse were the Covered Employee.

For purposes of this subparagraph 17.9(b)(ii) and subparagraph 17.9(e), distributions are considered to begin on the Covered Employee's Required Beginning Date (or, if subparagraph 17.9(b)(ii)(4) applies, the date distributions are required to begin to the surviving Spouse under subparagraph 17.9(b)(ii)(1)). If annuity payments irrevocably commence to the Covered Employee before the Covered Employee's Required Beginning Date (or to the Covered Employee's surviving Spouse before the date distributions are required to begin to the surviving Spouse under subparagraph 17.9(b)(ii)(1)), the date distributions are considered to begin is the date distributions actually commence.

(5) Unless the Covered Employee's vested interest or other amount distributable hereunder, if any, is distributed in the form of an annuity purchased from an insurance company or in a single lump sum on or before the Required Beginning Date, as of the first Distribution Calendar Year, distributions shall be made in accordance with subparagraphs 17.9(c), 17.9(d) and 17.9(e). If the Covered Employee's vested interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Internal Revenue Code and the regulations promulgated thereunder.

(c) Determination of Amount to Be Distributed Each Year.

(i) General Annuity Requirements. If benefits are distributed in the form of an annuity distribution under the Plan, payments under the annuity will satisfy the following requirements:

(1) the annuity distribution will be paid in periodic payments made at intervals not longer than one year;

(2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in either of subparagraphs 17.9(d) or 17.9(e);

(3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted; and

(4) payments will either be nonincreasing, or increase only (1) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics, (2) to the extent of the reduction in the amount of the Covered Employee's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in subparagraph 17.9(d) dies or is no longer the Covered Employee's

beneficiary pursuant to a qualified domestic relations order with the meaning of Section 414(p) of the Code, (3) to provide cash refunds of employee contributions upon the Covered Employee's death, or (4) to pay increased benefits that result from a Plan amendment.

(ii) Amount Required to Be Distributed by Required Beginning Date.

The amount that must be distributed on or before the Covered Employee's Required Beginning Date (or, if the Covered Employee dies before distributions begin, the date distributions are required to begin under either of subparagraphs 17.9(b)(ii)(1) or 17.9(b)(ii)(2) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval, even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Covered Employee's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Covered Employee's Required Beginning Date (to the extent such accruals form a part of the benefit distributable).

(iii) Additional Accruals After First Distribution Calendar Year.

Any additional benefits accruing to the Covered Employee in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues (to the extent such amounts form a part of the benefit distributable).

(d) Requirements for Annuity Distributions That Commence During Covered Employee's Lifetime.

(i) If the Covered Employee's vested interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Covered Employee and a nonspouse beneficiary, annuity payments to be made on or after the Covered Employee's Required Beginning Date to the Designated Beneficiary after the Covered Employee's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Covered Employee using the table set forth in Treasury Regulation Section 1.401(a)(9)-6T, Q&A-2. If the form of distribution combines a joint and survivor annuity for the joint lives of the Covered Employee and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.

(ii) Unless the Covered Employee's Spouse is the sole Designated Beneficiary and the form of distribution is a period certain with no life annuity, the period certain for an annuity distribution commencing during the Covered Employee's lifetime may not exceed the applicable distribution period for the Covered Employee under the Uniform Lifetime Table set forth in Treasury

Regulation Section 1.401(a)(9)-9 for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Covered Employee reaches age 70, the applicable distribution period for the Covered Employee is the distribution period for age 70 under the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9 plus the excess of 70 over the age of the Covered Employee as of the Covered Employee's birthday in the year that contains the annuity starting date. If the Covered Employee's Spouse is the Covered Employee's sole Designated Beneficiary, and the form of distribution is a period certain with no life annuity, the period certain may not exceed the longer of the Covered Employee's applicable distribution period, as determined under this subparagraph (d)(ii), or the joint life and last survivor expectancy of the Covered Employee and the Covered Employee's Spouse as determined under the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, using the Covered Employee's and the Spouse's attained ages as of the Covered Employee's and Spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements for Minimum Distributions Where Covered Employee Dies Before Distributions Begin.

(i) If the Covered Employee dies before the date distribution of his or her vested interest begins, and there is a Designated Beneficiary the benefit distributable, if any, will be distributed, beginning no later than the time described in either of subparagraphs 17.9(b)(ii)(1) or 17.9(b)(ii)(2), over the life of the Designated Beneficiary or over a period certain not exceeding:

(1) unless the annuity starting date is before the first Distribution Calendar Year, the life expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Covered Employee's death; or

(2) if the annuity starting date is before the first Distribution Calendar Year, the life expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(ii) If the Covered Employee dies before the date distributions begin, and there is no Designated Beneficiary as of the September 30 of the year following the year of the Covered Employee's death, distribution of the benefit distributable, if any, will be completed by December 31 of the calendar year containing the fifth anniversary of the Covered Employee's death.

(iii) If the Covered Employee dies before the date distribution of his or her vested interest begins, the Covered Employee's surviving Spouse is the Covered Employee's sole Designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this subparagraph (h)(v) will

apply as if the surviving Spouse were the Covered Employee, except that the time by which the distributions must begin will be determined without regard to subparagraph 17.9(b)(ii)(1).

(f) Limitations on Payments to Young Contingent Pensioners. In the event that a Covered Employee's Contingent Pensioner is not his or her Spouse, payments to be made on or after the Covered Employee's Required Beginning Date (as defined in subparagraph 17.9(a)(iv) to the Contingent Pensioner after the Covered Employee's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Covered Employee using the table set forth in Q&A A-2 of Section 1.401(a)(9)-2 of the Income Tax Regulations. In the event that the Covered Employee elects a Pension Form failing to satisfy this rule, the Covered Employee may elect a different Pension Form satisfying the rule. If he or she fails to do so by his or her Pension Starting Date, he or she shall be deemed to have elected a Single Life Pension.

(g) Preservation of rights. To the extent required by guidance issued by the Treasury Department or the Internal Revenue Service, a Covered Employee's right to a distribution commencing prior to his or her Required Beginning Date, as defined under the Plan as of March 31, 1997, shall be preserved.

#### 17.10 Early Termination Limitation.

(a) In the event of Plan termination, the following limitations shall apply:

(i) The benefit of any highly compensated active or former Covered Employee of a Contributing Employer will be limited to a benefit that is nondiscriminatory under Section 401(a)(4) of the Code.

(ii) Benefits distributed to any of the 25 most highly compensated active and former highly compensated Covered Employees of a Contributing Employer will be restricted such that the annual payments are no greater than an amount equal to the payment that would be made on behalf of the Covered Employee under a Single Life Pension that is the Actuarial Equivalent of the sum of the Employee's Accrued Benefit and the Employee's other benefits under the Plan.

(b) The limitation described in subparagraph (a)(ii) shall not apply if:

(i) After payment of the benefit to a Covered Employee described in subparagraph (a)(ii), the value of Plan assets equals or exceeds 110 percent of the value of current liabilities, as defined in Section 412(1)(7) of the Code; or

(ii) The value of the benefits for a Covered Employee described in subparagraph (a)(ii) is less than one percent of the value of current liabilities.



(c) For purposes of subparagraph (a), “benefit” includes any periodic income and any death benefits not provided for by insurance on the Covered Employee’s life.

(d) For purposes of subparagraph (a), the determination of whether an active or former Covered Employee of a Contributing Employer is “highly compensated” shall be made in accordance with Section 414(q) of the Code and the regulations promulgated thereunder.

17.11 Withdrawal Liability. The withdrawal liability of any Contributing Employer that withdraws from the Plan shall be determined in accordance with the presumptive method set forth in Section 4211 of ERISA. The determination of the amount of such withdrawal liability shall be made pursuant to the provisions of Subtitle E of Title IV of ERISA.

17.12 Limitation on Compensation. Notwithstanding any other provision of the Plan to the contrary, the following limitations shall apply:

(a) Before April 1, 1994. For Plan Years beginning after March 31, 1993, but before April 1, 1994, the annual compensation of any Covered Employee for purposes of the Plan shall not exceed \$200,000, as adjusted by the Secretary of the Treasury at the same time and in the same manner as under Section 415(d) of the Code.

(b) After March 31, 1994. For Plan Years beginning on or after April 1, 1994, the annual compensation of each Covered Employee taken into account under the Plan shall not exceed \$150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code.

(c) After March 31, 2002. For Plan Years beginning on or after April 1, 2002, the annual compensation of each Covered Employee taken into account under the Plan shall not exceed \$200,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code.

For purposes of these limitations, the annual compensation limit applies separately with respect to the compensation of a Covered Employee from each Contributing Employer instead of applying to the Covered Employee’s total compensation from all Contributing Employers.

17.13 Reciprocity Agreements. The Plan Administrator is authorized to enter into reciprocity agreements with pension boards of other pension funds qualified under the Code, subject to such conditions and limitations as the Plan Administrator and the other boards may agree upon.

17.14 Thirteenth Check Program. From time to time, the Trustees may provide for the payment of an additional benefit check, with respect to the current month or any future month, in an amount equal to the person’s benefit for that month. In order to effectuate the payment of this additional benefit check, the Trustees shall adopt, before or during the month with respect to which the additional benefit check will be payable, a written resolution authorizing the additional payment. Any such written resolution shall (i) specify which Participants are eligible for the additional benefit, (ii) describe how the amount of the benefit will be calculated, and (iii) state when the payment will occur.

17.15 Actuarial Increase. During any period after a Covered Employee attains age 70½ for which his or her monthly pension is not suspended pursuant to Paragraph 14.3 (“Accumulation of Suspended Payments for a Covered Employee Reemployed by a Contributing Employer”), a Covered Employee’s Accrued Benefit shall be actuarially increased using the mortality and interest rate assumptions set forth in Paragraph 2.3 to take into account the period after he or she attains age 70½ in which the Covered Employee is not receiving any benefits under the Plan. This actuarial increase will be provided only if the Covered Employee (A) does not have his or her Required Beginning Date under subparagraph 17.9(a)(iv) occur in the calendar year in which he or she attains age 70½ because the Covered Employee has not retired, and (B) retires in a calendar year after the calendar year in which the Covered Employee attains age 70½.

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## SECTION 18

### TOP-HEAVY RULES

18.1 Exclusion of Employees Covered by Collective Bargaining Agreement. The requirements of this Section shall not apply to persons who are members of a unit of employees covered under a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining.

18.2 Determination of Top-Heavy Status. The determination of whether the Plan is “Top-Heavy” shall be made as follows:

(a) If the Plan is not required to be included in an Aggregation Group with other plans of a Contributing Employer or its Affiliates, then it shall be Top-Heavy with respect to the Contributing Employer only if when considered by itself it is a Top-Heavy Plan. Even then, the Plan shall not be Top-Heavy with respect to the Contributing Employer if it is included in a permissive Aggregation Group that is not a Top-Heavy Group.

(b) If the Plan is required to be included in an Aggregation Group with other plans of a Contributing Employer or its Affiliates, it shall be Top-Heavy with respect to the Contributing Employer only if the Aggregation Group, including any permissively aggregated plans, is Top-Heavy.

(c) If the Plan is not a Top-Heavy Plan and is not required to be included in an Aggregation Group with other plans of the Contributing Employer or its Affiliates, then it shall not be Top-Heavy with respect to the Contributing Employer even if it is permissively aggregated in an Aggregation Group which is a Top-Heavy Group.

A plan shall be Top-Heavy and an Aggregation Group shall be a Top-Heavy Group with respect to a Plan Year if the sum, as of the Determination Date, of the Cumulative Accrued Benefits and the Cumulative Accounts of Key Employees for the Plan Year exceeds 60 percent of a similar sum determined for all Covered Employees of a Contributing Employer. For purposes of this Paragraph, the Cumulative Accrued Benefits and Cumulative Accounts of an individual shall be disregarded if he or she has not performed any services for which he or she received compensation from the Contributing Employer (other than benefits under the Plan) at any time during the one year period ending on the Determination Date.

18.3 Minimum Vesting Requirements for Top-Heavy Years. If the Plan is a Top-Heavy Plan with respect to a Contributing Employer for any Plan Year beginning after December 31, 1983, then a Covered Employee who terminates his or her employment during that Plan Year shall be entitled to a benefit equal to the percentage of his or her Accrued Benefit, calculated under one of the following tables, but only if the benefit is larger than the benefit he or she would otherwise receive from the Plan. This special rule shall apply only to Covered Employees of the Contributing Employer with respect to which the Plan is Top-Heavy (or Covered Employees who were covered under this Plan while Covered Employees of that Contributing Employer) who have an Hour of Service after the Plan became Top-Heavy with

respect to the Contributing Employer. In addition, this special rule shall not apply to persons who are members of a unit of employees covered under a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining. The Trustees shall designate by written resolution which table shall be used.

Table A

<u>Number of Years of Service for Vesting</u>	<u>Vesting Percentage</u>
Less than 3	0%
3 and over	100%

Table B

<u>Number of Years of Service for Vesting</u>	<u>Vesting Percentage</u>
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 and over	100%

If the Plan ceases to be Top-Heavy with respect to the Contributing Employer, a Covered Employee who would have been entitled to a Vested Deferred Pension under the special rule above if his or her employment had terminated while the Plan was Top-Heavy, shall continue to be entitled to a Vested Deferred Pension. The amount of that pension shall be the amount he or she would have received if he or she had terminated his or her employment on the last day the Plan was Top-Heavy with respect to his or her Contributing Employer. Any Covered Employee with three or more years of Service for Vesting may elect, on a form to be submitted to the Plan Administrator, to have this special rule continue to apply to him or her after the Plan is no longer Top-Heavy.

18.4 Minimum Normal Pension for Top-Heavy Years. If the Plan is a Top-Heavy Plan with respect to a Contributing Employer for any Plan Year beginning after December 31, 1983, then a Non-Key Employee of the Contributing Employer who is not a member of a unit of employees covered under a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining shall accrue a minimum benefit. As a result, the Accrued Benefit of a Covered Employee shall be determined under the rules of Section 5, except that the Covered Employee's Accrued Benefit attributable to Plan Years in which the Plan was Top-Heavy with respect to his or her Contributing Employer shall be in an amount equal to the minimum benefit under this Paragraph for those years, if greater than the amount he or she would otherwise accrue. The minimum benefit, when expressed as an annual retirement benefit payable in the form of a Single Life Pension beginning on the Covered Employee's Normal Retirement Date, shall not be less than the Covered Employee's average Compensation for years in the testing period multiplied by the lesser of:

(a) Two percent, multiplied by the number of years of service with the Contributing Employer or its Affiliates; or

(b) Twenty percent.

For purposes of this Paragraph, years of service shall be excluded if the Plan was not a Top-Heavy Plan for any Plan Year ending during such year of service or such year of service was completed in a Plan Year beginning before January 1, 1984. A Covered Employee's Years of Credited Service shall also be excluded for any service that occurs during a Plan Year when the Plan benefits no Key Employee or former Key Employee. A Covered Employee's "testing period" for purposes of determining his or her average Compensation under this Paragraph is the five-consecutive year period during which he or she had the greatest aggregate Compensation from the Contributing Employer or its Affiliates, excluding years not included in a year of service, years ending in a Plan Year beginning before January 1, 1984, and years beginning after the close of the last year in which the Plan is a Top-Heavy Plan. No minimum benefit will be required for a Contributing Employer under this Plan if the Covered Employee's Contributing Employer maintains another qualified plan under which a minimum benefit or contribution is being made or funded for the year for the Covered Employee in accordance with Section 416(f) of the Code and the Contributing Employer's board of directors elects by written resolution to have such other plan meet the minimum benefit and contribution requirements.

18.5 Top-Heavy Definitions. For purposes of the Top-Heavy requirements set forth in this Section, the following definitions shall apply:

(a) The word "Affiliate" shall mean, with respect to a Contributing Employer,

(i) Any corporation which is a member of a controlled group of corporations (as defined in Section 414(b) of the Code) which includes the Contributing Employer,

(ii) Any trade or business (whether or not incorporated) which is under common control (as defined in Section 414(c) of the Code) with the Contributing Employer, and

(iii) Any member of an affiliated service group (as defined in Section 414(m) of the Code) which includes the Contributing Employer.

(b) The words "Aggregation Group" shall mean, with respect to the plans of a Contributing Employer, the plan or group of plans which includes all plans maintained by the Contributing Employer or its Affiliates (including any plans that have been terminated within five years prior to the Determination Date),

(i) In which a Key Employee is a participant,

(ii) Which enable any plan maintained by the Contributing Employer or its Affiliates in which a Key Employee is a participant to meet the requirements of Section 401(a)(4) or Section 410 of the Code, or

(iii) Which are selected by the Contributing Employer for permissive aggregation, the inclusion of which would not prevent the group of plans from continuing to meet the requirements of Sections 401(a)(4) and 410 of the Code.

(c) The word “Compensation” has the meaning given to such term in Treasury Regulation 1.415(c)-2(d)(4).

(d) The “Cumulative Account” and “Cumulative Accrued Benefit” of a Covered Employee or former Covered Employee shall be determined as follows:

(i) A Covered Employee’s or former Covered Employee’s “Cumulative Account,” as of a Determination Date, shall be the sum of the balances to his or her accounts under a plan determined as of the most recent plan valuation date occurring within the twelve-month period ending on the Determination Date. That amount shall be increased by any contributions due after such valuation date and on or before the Determination Date. If the valuation date falls within the first Plan Year of the plan, the Covered Employee’s or former Covered Employee’s Cumulative Account shall include any contributions made after the Determination Date, but allocated as of a date in the first Plan Year. If the plan is being considered in an Aggregation Group, the Covered Employee’s or former Covered Employee’s “Cumulative Account” shall be the sum of the balances to his or her accounts under all defined contribution plans included in the Aggregation Group under consideration (as determined under the rules above).

(ii) A Covered Employee’s or former Covered Employee’s “Cumulative Accrued Benefit,” as of a Determination Date, shall be the sum of the present value of his or her accrued benefits under a plan determined under the actuarial assumptions set forth in such plan, as of the most recent plan valuation date occurring within the twelve-month period ending on the Determination Date. For purposes of computing the Covered Employee’s or former Covered Employee’s Cumulative Accrued Benefit, he or she shall be treated as if he or she voluntarily terminated his or her service as of such valuation date (as of the Determination Date, in the case of the plan’s first year). The Accrued Benefit of a participant other than a Key Employee (as defined below) shall be determined as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Section 411(b)(1)(C) of the Code. If the plan is being considered in an Aggregation Group, the Covered Employee’s or former Covered Employee’s “Cumulative Accrued Benefit” shall be the sum of the present value of his or her accrued benefits under all defined benefit plans included in the Aggregation Group under consideration (as determined under the rules above). For purposes of this Plan, the actuarial assumptions to be used are those stated in the definition of “Actuarial Equivalent.”

(iii) The balance to a Covered Employee’s or former Covered Employee’s accounts and the value of his or her benefits shall not include amounts attributable to deductible employee contributions.



(iv) The balance to a Covered Employee's or former Covered Employee's accounts and the value of his or her benefits shall be increased by the aggregate amount of any distributions made on his or her account under the Plan and any plan aggregated with the Plan under Section 416(g)(2) during the one year period ending on the Determination Date (or five year period ending on the Determination Date in the case of any distribution made for a reason other than severance from employment, death, or disability). 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). The Accrued Benefit of any individual who has not performed services for the Covered Employer or its Affiliates during the one-year period ending on the Determination Date shall not be taken into account.

(v) Rollovers and direct plan-to-plan transfers shall be treated as follows:

(1) If the transfer is initiated by the Covered Employee or former Covered Employee and made from a plan maintained by a Contributing Employer to a plan maintained by another employer, the transferor plan shall continue to include the amount transferred as an amount in the Covered Employee's or former Covered Employee's account under the transferor plan or as an accrued benefit under the transferor plan. The transferee plan shall not consider the amount if it is accepted by the plan after December 31, 1983, but shall include as an amount under the plan if it is accepted prior to December 31, 1983.

(2) If the transfer is not initiated by the Covered Employee or former Covered Employee or is made between plans maintained by the same employer, the transferor plan shall not include the amount transferred as an amount under the plan and the transferee plan shall consider the amount transferred as an amount under the transferee plan.

(3) For purposes of this subparagraph (v), all employers aggregated under the rules of Sections 414(b), (c), and (m) of the Code shall be considered a single employer.

(vi) For purposes of determining the Cumulative Accrued Benefit under this Plan of a Covered Employee or former Covered Employee, the term "valuation date" shall be the same date as the Determination Date.

(e) The words "Determination Date" shall mean, for purposes of determining whether a plan is Top-Heavy for a particular Plan Year, the last day of the preceding Plan Year (or, in the case of the first Plan Year of the plan, the last day of that first year).

(f) The words "Key Employee" shall mean any Covered Employee (including the Spouse or other beneficiary of such Covered Employee) who at any time during the Plan Year or any of the four preceding Plan Years is:

(i) An officer of a Contributing Employer or an Affiliate having an aggregate annual Compensation from the Contributing Employer and its Affiliates of more than \$170,000 (as adjusted under Section 416(i) of the Code), but in no event shall more than 50 employees or, if less, the greater of (A) three or (B) ten percent of the aggregate number of employees of the Covered Employer and its Affiliates, be taken into account under this subparagraph (i) as officers of the Covered Employer or Affiliate;

(ii) A person owning more than five percent of the Contributing Employer (within the meaning of Section 416(i)(1)(B)(i) of the Code); or

(iii) A person who has an aggregate annual Compensation from the Contributing Employer and its Affiliates of more than \$150,000 and who owns more than one percent of the Contributing Employer within the meaning of Section 416(i)(1)(B)(ii) of the Code.

(g) The words “Non-Key Employee” means any employee who is not a Key Employee.

## SECTION 19

### BENEFICIARIES

19.1 Designation of Beneficiary. At any time and from time to time, each Covered Employee shall have the right to designate a beneficiary or beneficiaries to receive any Death Benefit payable under Section 12, and to amend or revoke the same. In the case of a Covered Employee who is Married, the designation of a person other than the Employee's Spouse to receive such a Death Benefit in the event the Employee is survived by his or her Spouse shall be made only with that Spouse's written consent. The Spouse's consent shall be ineffective unless it acknowledges the effect of the election and is witnessed by the Plan Administrator or a notary public. Each designation of beneficiary or beneficiaries and any such revocation or amendment thereof shall be made in writing on a form provided by the Plan Administrator and filed by such Covered Employee with the Plan Administrator. Any such spousal consent to such a designation shall bind only the Spouse who executes it. Any such consent shall not be effective unless the designation identifies a specific alternate beneficiary, including any class of beneficiaries or any contingent beneficiaries, which may not be changed without spousal consent.

The Spouse may expressly permit designations by the Covered Employee without any further spousal consent. A consent that permits designations by the Covered Employee without any requirement of further consent by such Spouse must acknowledge that the Spouse has the right to limit consent to a specific beneficiary, and that the Spouse voluntarily elects to relinquish that right. A Covered Employee may revoke such designation by completing a revocation form furnished by the Plan Administrator and filing it with the Plan Administrator. After a designation is revoked, another designation under this Paragraph may be made; the conditions relating to spousal consent with respect to the initial designation shall apply as well to any subsequent designation. The number of revocations shall not be limited. Any designation or revocation under this Paragraph shall be effective on receipt by the Plan Administrator. Additionally, except to the extent otherwise expressly provided in a qualified domestic relations order, or by the Covered Employee's designation made after the divorce, a divorced Spouse of a Covered Employee shall be deemed to have predeceased the Covered Employee and, therefore, to be entitled to no benefits as the beneficiary under the Plan.

19.2 Beneficiary Not Designated. If no beneficiary is designated, if no Designated Beneficiary survives the Covered Employee, or if no Designated Beneficiary can be located after a reasonable search for a period of two years after a Death Benefit becomes payable, the beneficiary shall be the Covered Employee's Spouse (as of the date of the Covered Employee's death) or, if no Spouse is then living, his or her estate. If, within six months from the date a Death Benefit becomes payable to the Spouse of a deceased Covered Employee and the Plan Administrator has no actual knowledge of a surviving Spouse, then the Plan Administrator may assume that no Spouse has survived the deceased Covered Employee. In that event, the Plan Administrator and the Trustees shall be relieved of any liability to any heirs or claimants in directing that the distribution be made to the estate of the deceased Covered Employee as provided in this Paragraph.

## SECTION 20

### ADMINISTRATION

20.1 Plan Administrator. The Trustees shall designate a Plan Administrator, as defined in Section 3(16) of ERISA, who shall be responsible for the performance of all reporting and disclosure obligations under ERISA and for such other obligations as the Trustees shall determine from time to time. The Plan Administrator shall be the Plan's designated agent for the service of legal process.

20.2 Power to Interpret Plan. The Trustees shall have the sole, absolute, and exclusive right and power to construe and interpret the provisions of the Plan, and all parts thereof, and to administer the Plan for the best interests of the Covered Employees and the Contributing Employers. They may construe any ambiguity, or supply any omission, or reconcile any inconsistencies in such manner and to such interest as they deem proper. The Trustees shall have further authority to determine all questions with respect to the individual rights of the Covered Employees under the Plan, including, but not by way of limitation, all issues with respect to any Covered Employee's eligibility for benefits, Credited Hours, disability and retirement. The interpretation or construction placed upon any term or provision of the Plan by the Trustees and any action by the Trustees taken pursuant thereto, shall be final and conclusive upon all parties thereto, the Covered Employees and all other persons concerned. No decision of the Trustees shall take away any right specifically given by this Plan.

## SECTION 21

### AMENDMENTS

21.1 Who May Amend. The Trustees may amend this Plan at any time; provided, however, that the amendment does not cause any part of the Trust Fund to be used for, or directed to, any purpose other than the exclusive benefit of Covered Employees and their beneficiaries. No amendment shall vest in any Contributing Employer any right, title, or interest in or to the Trust Fund.

21.2 Method of Amendment. Any amendment of the provisions of this Plan shall be evidenced by an instrument of equal formality as this Plan. Any amendment to the Plan shall become effective at the time stated in the written instrument setting out such amendment.

## SECTION 22

### TERMINATION OF PLAN

The Plan may be terminated by amendment or by withdrawal of every Contributing Employer. Upon termination of the Plan and Trust, each Covered Employee shall be fully vested in Accrued Benefits he or she earned prior to the date of termination to the extent they are then funded. In the event of such termination, the assets of the Trust Fund shall be liquidated by the payment (or provision for the payment) of benefits in the order of preference specified in Section 4044 of ERISA. Upon termination of the Plan annuity contracts shall be purchased that allow a Covered Employee to select from among the same Pension Forms available under the Plan; except that if the Actuarial Equivalent, in cash, of the Covered Employee's pension is not greater than \$5,000, he or she may elect to receive a cash distribution of an amount which is the Actuarial Equivalent of the entire vested portion of such benefit. In making such distribution, any and all determinations, divisions, appraisals, apportionments, and allotments so made by the Trustees in good faith, shall be final and conclusive as to all parties in interest.

## SECTION 23

### CLAIMS PROCEDURE

23.1 Deciding the Claim. A claim is a request for a Plan benefit made by a claimant on a form provided by the Plan Administrator. For it to be considered, the claimant must mail or deliver the completed and executed form to the Plan Administrator. The Plan Administrator shall decide the claim. If a claim is wholly or partially denied, the Plan Administrator shall provide the claimant with written or electronic notification of the adverse benefit determination within a reasonable period of time, but not later than 90 days after receipt of the claim by the Plan Administrator, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the benefit determination.

23.2 Notification of the Decision. The notification of any adverse determination of a claim by the Plan Administrator shall set forth, in a manner calculated to be understood by the claimant:

- (a) the specific reason or reasons for the adverse determination;
- (b) reference to the specific Plan provisions on which the determination is based;
- (c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (d) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on appeal.

23.3 Time for Deciding Claims. For purposes of Paragraph 23.1, the period of time within which a benefit determination is required to be made shall begin at the time a claim is filed in accordance with the procedures set forth in Paragraph 23.1, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event a period of time is extended as permitted by Paragraph 23.1 due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

23.4 Authorized Representative. An authorized representative of the claimant may act on his or her behalf in pursuing a benefit claim or appeal of an adverse benefit determination.

The Plan Administrator may require, as a prerequisite to dealing with a representative, that the claimant verify in writing authority of the representative to act on behalf of the claimant.

23.5 Consistency. The Trustees, the Plan Administrator, or both, shall conduct or have conducted on their behalf periodic reviews to verify that benefit claim determinations are made in accordance with governing Plan documents and that, where appropriate, the Plan's provisions have been applied consistently with respect to similarly-situated claimants.

23.6 Deciding the Appeal. A claimant may appeal an adverse benefit determination to the Trustees by mailing or delivering to the Plan Administrator a written notice of appeal. No action at law or in equity shall be brought to recover any benefit under the Plan until the rights to appeal described in this Section 23 have been exercised and the benefits requested in the appeal have been denied in whole or in part. The claimant may submit written comments, documents, records, or other information relating to the claim for benefits to the Plan Administrator. The Plan Administrator shall provide to the claimant, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits. Whether a document, record or other information is relevant to a claim for benefits shall be determined in accordance with standards issued by the Department of Labor. The Trustees shall decide the appeal. The Trustees' decision shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The Trustees will not, however, consider a claimant's appeal unless the Plan Administrator receives it within 60 days following receipt by the claimant of a notification of an adverse benefit determination.

23.7 Time for Deciding Appeals. The Trustees will decide a claimant's appeal no later than 60 days following the Plan Administrator's receipt of the appeal, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing the claim is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Trustees expect to render their decision.

23.8 Notification of the Decision on Appeal. The Plan Administrator shall provide a claimant as soon as possible, but not later than five days after the benefit determination is made, with written or electronic notification of the Trustees' decision on appeal. Any electronic notification shall comply with the standards imposed by the Department of Labor by regulations issued under ERISA. In the case of an adverse benefit determination, the notice shall set forth, in a manner calculated to be understood by the claimant:

- (a) the specific reason or reasons for the adverse determination;
- (b) reference to the specific Plan provisions on which the benefit determination is based;



(c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits (whether a document, record or other information is relevant to a claim for benefit shall be determined by reference to regulations issued under ERISA by the Department of Labor); and

(d) a statement of the claimant's right to bring an action under Section 502(a) of ERISA.

23.9 Limitations on Actions. If a claimant exercises the appeal rights described in this Section 23 and the Trustees deny the requested benefits in whole or in part, the claimant has the right to bring a civil action seeking those benefits under Section 502(a) of ERISA; provided, however, that any such action must be filed:

(a) within two years of the date on which the Trustees notify the claimant of their decision on appeal; and

(b) in the United States District Court for the District of Kansas.

## SECTION 24

### CONTROLLING LAW AND LEGAL ACTIONS

This instrument shall be construed and enforced and the Trust shall be administered in accordance with the laws of the State of Kansas, to the extent they have not been superseded by ERISA. In case any provisions of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Plan but it shall be fully severable and the Plan shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

SECTION 25

EXECUTION

This revised Plan may be executed in any number of counterparts each of which shall be considered an original and no other counterpart need be produced.

IN WITNESS WHEREOF the Trustees, acting under the authority granted them under the Plan, have executed separate counterparts of this restatement this \_\_\_\_\_ day of \_\_\_\_\_, 2014. Unless otherwise specified in the amended Plan provisions, the changes made by this restatement shall be effective as of April 1, 2014, except that the revisions to the Plan's definitions of "Married" and "Spouse" shall be effective June 26, 2013.

UNION TRUSTEES

EMPLOYER TRUSTEES

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APPENDIX A

FUTURE SERVICE BENEFIT EFFECTIVE APRIL 1, 2001  
FOR CERTAIN COVERED EMPLOYEES

NUMBER OF COVERED EMPLOYEE'S CREDITED HOURS IN THE PLAN YEAR		THROUGH <u>8/31/68</u>	9/1/68 THROUGH <u>3/31/71</u>	4/1/71 THROUGH <u>3/31/75</u>	4/1/75 <u>OR LATER</u>
Less than	240	\$ .00	\$ .00	\$ .00	\$ .00
240 through	359	.45	.90	1.15	4.30
360 through	479	.90	1.85	2.30	8.60
480 through	599	1.40	2.75	3.45	12.91
600 through	719	1.85	3.70	4.60	17.22
720 through	839	2.30	4.60	5.75	21.52
840 through	959	2.75	5.50	6.90	25.82
960 through	1,079	3.20	6.45	8.05	30.21
1,080 through	1,199	3.70	7.35	9.20	34.52
1,200 through	1,319	4.15	8.30	10.35	38.82
1,320 through	1,439	4.60	9.20	11.50	43.11
1,440 through	1,559	5.05	10.10	12.65	47.43
1,560 through	1,679	5.50	11.05	13.80	51.73
1,680 through	1,799	6.00	11.95	14.95	56.02
1,800 through	1,919	6.45	12.90	16.10	60.34
1,920 through	2,039	6.90	13.80	17.25	64.64
2,040 through	2,159	7.60	14.70	18.40	68.95
2,160 through	2,279	7.80	15.65	19.55	73.24
2,280 through	2,399	8.30	16.55	20.70	77.64
2,400 through	2,519	8.75	17.50	21.85	81.93
2,520 or more		9.20	18.40	23.00	86.15

APPENDIX B

PRIOR FUTURE SERVICE TABLES

TABLE I  
ORIGINAL FUTURE SERVICE BENEFIT TABLE

NUMBER OF PARTICIPANT'S CREDITED HOURS WITHIN EACH ACCRUAL COMPUTATION PERIOD		THROUGH 8/31/68	9/1/68 THROUGH 3/31/71	4/1/71 THROUGH 3/31/80	4/1/80 THROUGH 3/31/86	4/1/86 OR LATER
Less than	240	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
240 through	359	.45	.90	1.15	1.75	2.50
360 through	479	.90	1.85	2.30	3.45	5.00
480 through	599	1.40	2.75	3.45	5.20	7.55
600 through	719	1.85	3.70	4.60	6.90	10.05
720 through	839	2.30	4.60	5.75	8.65	12.55
840 through	959	2.75	5.50	6.90	10.35	15.05
960 through	1,079	3.20	6.45	8.05	12.10	17.55
1,080 through	1,199	3.70	7.35	9.20	13.80	20.05
1,200 through	1,319	4.15	8.30	10.35	15.55	22.60
1,320 through	1,439	4.60	9.20	11.50	17.25	25.10
1,440 through	1,559	5.05	10.10	12.65	19.00	27.60
1,560 through	1,679	5.50	11.05	13.80	20.70	30.10
1,680 through	1,799	6.00	11.95	14.95	22.45	32.60
1,800 through	1,919	6.45	12.90	16.10	24.15	35.15
1,920 through	2,039	6.90	13.80	17.25	25.90	37.65
2,040 through	2,159	7.60	14.70	18.40	27.60	40.15
2,160 through	2,279	7.80	15.65	19.55	29.35	42.65
2,280 through	2,399	8.30	16.55	20.70	31.05	45.15
2,400 through	2,519	8.75	17.50	21.85	32.80	47.68
2,520 or more		9.20	18.40	23.00	34.50	50.20

TABLE II  
 FUTURE SERVICE BENEFIT EFFECTIVE APRIL 1, 1990  
 FOR CERTAIN COVERED EMPLOYEES

NUMBER OF COVERED EMPLOYEE'S CREDITED HOURS IN THE PLAN YEAR		THROUGH <u>8/31/68</u>	9/1/68 THROUGH <u>3/31/71</u>	4/1/71 THROUGH <u>3/31/75</u>	4/1/75 <u>OR LATER</u>
Less than	240	\$ .00	\$ .00	\$ .00	\$ .00
240 through	359	.45	.90	1.15	2.55
360 through	479	.90	1.85	2.30	5.10
480 through	599	1.40	2.75	3.45	7.65
600 through	719	1.85	3.70	4.60	10.20
720 through	839	2.30	4.60	5.75	12.75
840 through	959	2.75	5.50	6.90	15.30
960 through	1,079	3.20	6.45	8.05	17.90
1,080 through	1,199	3.70	7.35	9.20	20.45
1,200 through	1,319	4.15	8.30	10.35	23.00
1,320 through	1,439	4.60	9.20	11.50	25.55
1,440 through	1,559	5.05	10.10	12.65	28.10
1,560 through	1,679	5.50	11.05	13.80	30.65
1,680 through	1,799	6.00	11.95	14.95	33.20
1,800 through	1,919	6.45	12.90	16.10	35.75
1,920 through	2,039	6.90	13.80	17.25	38.30
2,040 through	2,159	7.60	14.70	18.40	40.85
2,160 through	2,279	7.80	15.65	19.55	43.40
2,280 through	2,399	8.30	16.55	20.70	46.00
2,400 through	2,519	8.75	17.50	21.85	48.55
2,520 or more		9.20	18.40	23.00	51.05

TABLE III  
 FUTURE SERVICE BENEFIT EFFECTIVE APRIL 1, 1993  
 FOR CERTAIN COVERED EMPLOYEES

NUMBER OF COVERED EMPLOYEE'S CREDITED HOURS IN THE PLAN YEAR		THROUGH <u>8/31/68</u>	9/1/68 THROUGH <u>3/31/71</u>	4/1/71 THROUGH <u>3/31/75</u>	4/1/75 <u>OR LATER</u>
Less than	240	\$ .00	\$ .00	\$ .00	\$ .00
240 through	359	.45	.90	1.15	2.93
360 through	479	.90	1.85	2.30	5.86
480 through	599	1.40	2.75	3.45	8.80
600 through	719	1.85	3.70	4.60	11.73
720 through	839	2.30	4.60	5.75	14.66
840 through	959	2.75	5.50	6.90	17.60
960 through	1,079	3.20	6.45	8.05	20.58
1,080 through	1,199	3.70	7.35	9.20	23.52
1,200 through	1,319	4.15	8.30	10.35	26.45
1,320 through	1,439	4.60	9.20	11.50	29.38
1,440 through	1,559	5.05	10.10	12.65	32.32
1,560 through	1,679	5.50	11.05	13.80	35.25
1,680 through	1,799	6.00	11.95	14.95	38.18
1,800 through	1,919	6.45	12.90	16.10	41.11
1,920 through	2,039	6.90	13.80	17.25	44.05
2,040 through	2,159	7.60	14.70	18.40	46.98
2,160 through	2,279	7.80	15.65	19.55	49.91
2,280 through	2,399	8.30	16.55	20.70	52.90
2,400 through	2,519	8.75	17.50	21.85	55.83
2,520 or more		9.20	18.40	23.00	58.71

TABLE IV  
 FUTURE SERVICE BENEFIT EFFECTIVE APRIL 1, 1995  
 FOR CERTAIN COVERED EMPLOYEES

NUMBER OF COVERED EMPLOYEE'S CREDITED HOURS IN THE PLAN YEAR		THROUGH <u>8/31/68</u>	9/1/68 THROUGH <u>3/31/71</u>	4/1/71 THROUGH <u>3/31/75</u>	4/1/75 <u>OR LATER</u>
Less than	240	\$ .00	\$ .00	\$ .00	\$ .00
240 through	359	.45	.90	1.15	3.08
360 through	479	.90	1.85	2.30	6.15
480 through	599	1.40	2.75	3.45	9.24
600 through	719	1.85	3.70	4.60	12.32
720 through	839	2.30	4.60	5.75	15.39
840 through	959	2.75	5.50	6.90	18.48
960 through	1,079	3.20	6.45	8.05	21.61
1,080 through	1,199	3.70	7.35	9.20	24.70
1,200 through	1,319	4.15	8.30	10.35	27.77
1,320 through	1,439	4.60	9.20	11.50	30.85
1,440 through	1,559	5.05	10.10	12.65	33.94
1,560 through	1,679	5.50	11.05	13.80	37.01
1,680 through	1,799	6.00	11.95	14.95	40.09
1,800 through	1,919	6.45	12.90	16.10	43.17
1,920 through	2,039	6.90	13.80	17.25	46.25
2,040 through	2,159	7.60	14.70	18.40	49.33
2,160 through	2,279	7.80	15.65	19.55	52.41
2,280 through	2,399	8.30	16.55	20.70	55.55
2,400 through	2,519	8.75	17.50	21.85	58.62
2,520 or more		9.20	18.40	23.00	61.65



TABLE V  
 FUTURE SERVICE BENEFIT EFFECTIVE APRIL 1, 1998  
 FOR CERTAIN COVERED EMPLOYEES

NUMBER OF COVERED EMPLOYEE'S CREDITED HOURS IN THE PLAN YEAR		THROUGH <u>8/31/68</u>	9/1/68 THROUGH <u>3/31/71</u>	4/1/71 THROUGH <u>3/31/75</u>	4/1/75 <u>OR LATER</u>
Less than	240	\$ .00	\$ .00	\$ .00	\$ .00
240 through	359	.45	.90	1.15	3.23
360 through	479	.90	1.85	2.30	6.46
480 through	599	1.40	2.75	3.45	9.70
600 through	719	1.85	3.70	4.60	12.94
720 through	839	2.30	4.60	5.75	16.16
840 through	959	2.75	5.50	6.90	19.40
960 through	1,079	3.20	6.45	8.05	22.69
1,080 through	1,199	3.70	7.35	9.20	25.94
1,200 through	1,319	4.15	8.30	10.35	29.16
1,320 through	1,439	4.60	9.20	11.50	32.39
1,440 through	1,559	5.05	10.10	12.65	35.64
1,560 through	1,679	5.50	11.05	13.80	38.86
1,680 through	1,799	6.00	11.95	14.95	42.09
1,800 through	1,919	6.45	12.90	16.10	45.33
1,920 through	2,039	6.90	13.80	17.25	48.56
2,040 through	2,159	7.60	14.70	18.40	51.80
2,160 through	2,279	7.80	15.65	19.55	55.03
2,280 through	2,399	8.30	16.55	20.70	58.33
2,400 through	2,519	8.75	17.50	21.85	61.55
2,520 or more		9.20	18.40	23.00	64.73

TABLE VI  
 FUTURE SERVICE BENEFIT EFFECTIVE APRIL 1, 1999  
 FOR CERTAIN COVERED EMPLOYEES

NUMBER OF COVERED EMPLOYEE'S CREDITED HOURS IN THE PLAN YEAR		THROUGH <u>8/31/68</u>	9/1/68 THROUGH <u>3/31/71</u>	4/1/71 THROUGH <u>3/31/75</u>	4/1/75 <u>OR LATER</u>
Less than	240	\$ .00	\$ .00	\$ .00	\$ .00
240 through	359	.45	.90	1.15	3.55
360 through	479	.90	1.85	2.30	7.11
480 through	599	1.40	2.75	3.45	10.67
600 through	719	1.85	3.70	4.60	14.23
720 through	839	2.30	4.60	5.75	17.78
840 through	959	2.75	5.50	6.90	21.34
960 through	1,079	3.20	6.45	8.05	24.96
1,080 through	1,199	3.70	7.35	9.20	28.53
1,200 through	1,319	4.15	8.30	10.35	32.08
1,320 through	1,439	4.60	9.20	11.50	35.63
1,440 through	1,559	5.05	10.10	12.65	39.20
1,560 through	1,679	5.50	11.05	13.80	42.75
1,680 through	1,799	6.00	11.95	14.95	46.30
1,800 through	1,919	6.45	12.90	16.10	49.86
1,920 through	2,039	6.90	13.80	17.25	53.42
2,040 through	2,159	7.60	14.70	18.40	56.98
2,160 through	2,279	7.80	15.65	19.55	60.53
2,280 through	2,399	8.30	16.55	20.70	64.16
2,400 through	2,519	8.75	17.50	21.85	67.71
2,520 or more		9.20	18.40	23.00	71.20

TABLE VII  
 FUTURE SERVICE BENEFIT EFFECTIVE APRIL 1, 2000  
 FOR CERTAIN COVERED EMPLOYEES

NUMBER OF COVERED EMPLOYEE'S CREDITED HOURS IN THE PLAN YEAR		THROUGH <u>8/31/68</u>	9/1/68 THROUGH <u>3/31/71</u>	4/1/71 THROUGH <u>3/31/75</u>	4/1/75 <u>OR LATER</u>
Less than	240	\$ .00	\$ .00	\$ .00	\$ .00
240 through	359	.45	.90	1.15	3.91
360 through	479	.90	1.85	2.30	7.82
480 through	599	1.40	2.75	3.45	11.74
600 through	719	1.85	3.70	4.60	15.65
720 through	839	2.30	4.60	5.75	19.56
840 through	959	2.75	5.50	6.90	23.47
960 through	1,079	3.20	6.45	8.05	27.46
1,080 through	1,199	3.70	7.35	9.20	31.38
1,200 through	1,319	4.15	8.30	10.35	35.29
1,320 through	1,439	4.60	9.20	11.50	39.19
1,440 through	1,559	5.05	10.10	12.65	43.12
1,560 through	1,679	5.50	11.05	13.80	47.03
1,680 through	1,799	6.00	11.95	14.95	50.93
1,800 through	1,919	6.45	12.90	16.10	54.85
1,920 through	2,039	6.90	13.80	17.25	58.76
2,040 through	2,159	7.60	14.70	18.40	62.68
2,160 through	2,279	7.80	15.65	19.55	66.58
2,280 through	2,399	8.30	16.55	20.70	70.58
2,400 through	2,519	8.75	17.50	21.85	74.48
2,520 or more		9.20	18.40	23.00	78.32

## APPENDIX C

### PRIOR PLAN PROVISIONS EFFECTUATING BENEFIT INCREASES

#### INTRODUCTION

Paragraph 1.1 describes a benefit increase that applied to employees who had retired as of April 1, 1990.

Paragraph 1.2 describes a benefit increase that applied to employees who had retired as of April 1, 1993. Paragraphs 1.3 through 1.5 reflect the following benefit increases that applied to certain employees who had not retired as of April 1, 1993:

- (a) Paragraph 1.3 describes the increase that applied to the portion of the Accrued Benefit earned before April 1, 1975;
- (b) Paragraph 1.4 describes the increase that applied to the portion of the Accrued Benefit earned after April 1, 1975; and
- (c) Paragraph 1.5 describes the increase that applied to disabled employees.

Paragraph 1.6 describes a benefit increase that applied to employees who had retired as of April 1, 1995. Paragraphs 1.7 and 1.8 reflect the following benefit increases that applied to certain employees who had not retired as of April 1, 1995:

- (a) Paragraph 1.7 describes the increase that applied to the portion of the Accrued Benefit earned after April 1, 1975; and
- (b) Paragraph 1.8 describes the increase that applied to disabled employees.

Paragraph 1.9 describes the increase that applied to the portion of the Accrued Benefit earned after April 1, 1975 with respect to certain employees who had not retired as of April 1, 1998.

Paragraph 1.10 describes the increase that applied to the portion of the Accrued Benefit earned after April 1, 1975 with respect to certain employees who had not retired as of April 1, 1999.

Paragraph 1.11 describes the increase that applied to the portion of the Accrued Benefit earned after April 1, 1975 with respect to certain employees who had not retired as of April 1, 2000.

1.1 Additional Accrued Benefit for Retirement on or Before April 1, 1990. If a Covered Employee retired on or before April 1, 1990, his or her Accrued Benefit will be increased by 10% as of April 1, 1990.

1.2 Additional Accrued Benefit for Retirement on or Before April 1, 1993. A Covered Employee's Accrued Benefit as of April 1, 1993 will be increased by 10% if each of the following requirements is met.

(a) The person retired and had his or her Pension Starting Date before April 1, 1993.

(b) The person is not entitled to have any portion of his or her Accrued Benefit calculated under subparagraph 1.4(a) or subparagraph 1.4(b) of this Appendix C.

(c) The person is not entitled to an additional Accrued Benefit under Paragraph 1.3 of this Appendix C.

(d) The person is not entitled to an additional Accrued Benefit under Paragraph 1.5 of this Appendix C on account of his or her Disability.

1.3 Additional Accrued Benefit for Active Covered Employees. A Covered Employee's Accrued Benefit as of April 1, 1975 shall be increased by 10% if each of the following requirements is met.

(a) Either

(i) The person was an Active Covered Employee for the Plan Year beginning April 1, 1993; or

(ii) The person has one or more Credited Hours after March 31, 1993.

(b) The person first retires and first has a Pension Starting Date that is after March 31, 1993.

(c) The person did not terminate his or her employment from a Contributing Employer before April 1, 1993 and receive a lump sum cash distribution under Paragraph 17.3.

(d) The person is not entitled to an additional Accrued Benefit under Paragraph 1.5 of this Appendix C on account of his or her Disability.

1.4 Future Service Benefit.

(a) General Rule for Table Effective April 1, 1993. A Covered Employee's Future Service Benefit for Credited Hours worked on or after April 1, 1975 will be calculated under Table III in Appendix B if each of the following requirements is met.

(i) Either

(1) The person was an Active Covered Employee for the Plan Year beginning April 1, 1993; or

(2) The person has one or more Credited Hours after March 31, 1993.

(ii) The person retires and has a Pension Starting Date that is after March 31, 1993.

(iii) The person did not terminate his or her employment from a Contributing Employer before April 1, 1993 and receive a lump sum cash distribution under Paragraph 17.3.

(iv) The person is not entitled to an additional Accrued Benefit under Paragraph 1.5 of this Appendix C on account of his or her Disability.

(b) Special Rule for Table Effective April 1, 1993. A Covered Employee's Future Service Benefit for Credited Hours worked on or after April 1, 1993 will be calculated under Table III in Appendix B if each of the following requirements is met:

(i) Either

(1) The person retired and had a Pension Starting Date that was before April 1, 1993, or

(2) The person terminated his or her employment from a Contributing Employer before April 1, 1993 and received a lump sum cash distribution under Paragraph 17.3.

(ii) The person has one or more Credited Hours after March 31, 1993.

(iii) The person is not entitled to an additional Accrued Benefit under subparagraph (a).

(iv) The person is not entitled to an additional Accrued Benefit under Paragraph 1.5 of this Appendix C on account of his or her Disability.

1.5 Additional Accrued Benefit for Disability On or Before April 1, 1993. If a Covered Employee was disabled and eligible for a Disability Pension under Section 9, his or her Accrued Benefit will be increased by 10% as of April 1, 1993 if one of the following is met:

(a) The person's Disability Pension Starting Date was on or before April 1, 1993.

(b) The person's Disability Pension payments are paid under Paragraph 9.4 retroactive to a date that was on or before April 1, 1993.

1.6 Additional Accrued Benefit for Retirement On or Before April 1, 1995. A Covered Employee's Accrued Benefit as of April 1, 1995 will be increased by 5% if each of the following requirements is met.

(a) The person retired and had his or her Pension Starting Date before April 1, 1995.

(b) The person is not entitled to have any portion of his or her Accrued Benefit calculated under subparagraph 1.7(a) or subparagraph 1.7(b) of this Appendix C.

(c) The person is not entitled to an additional Accrued Benefit under Paragraph 1.8 of this Appendix C on account of his or her Disability.

#### 1.7 Future Service Benefit.

(a) General Rule for Table Effective April 1, 1995. A Covered Employee's Future Service Benefit for Credited Hours worked on or after April 1, 1975 will be calculated under Table IV in Appendix B if each of the following requirements is met.

(i) The person earns at least 240 Credited Hours in any Plan Year beginning after March 31, 1995.

(ii) The person retires and has a Pension Starting Date that is after March 31, 1995.

(iii) The person did not terminate his or her employment from a Contributing Employer before April 1, 1995 and receive a lump sum cash distribution under Paragraph 17.3

(iv) The person is not entitled to an additional Accrued Benefit under Paragraph 1.8 of this Appendix C on account of his or her disability.

(b) Special Rule for Table Effective April 1, 1995. A Covered Employee's Future Service Benefit for Credited Hours worked on or after April 1, 1995 will be calculated under Table IV in Appendix B if each of the following requirements is met:

(i) Either

(1) The person retired and had a Pension Starting Date that was before April 1, 1995, or

(2) The person terminated his or her employment from a Contributing Employer before April 1, 1995 and received a lump sum cash distribution under Paragraph 17.3.

(ii) The person earns at least 240 Credited Hours in any Plan Year beginning after March 31, 1995.

(iii) The person is not entitled to an additional Accrued Benefit under subparagraph (a).

(iv) The person is not entitled to an additional Accrued Benefit under Paragraph 1.8 of this Appendix C on account of his or her Disability.

1.8 Additional Accrued Benefit for Disability On or Before April 1, 1995. If a Covered Employee was disabled and eligible for a Disability Pension under Section 9, his or her Accrued Benefit will be increased by 5% as of April 1, 1995 if one of the following is met:

(a) The person's Disability Pension Starting Date was on or before April 1, 1995.

(b) The person's Disability Pension payments are paid under Paragraph 9.4 retroactive to a date that was on or before April 1, 1995.

1.9 Future Service Benefit: April 1, 1998.

(a) General Rule for Table Effective April 1, 1998. A Covered Employee's Future Service Benefit for Credited Hours worked on or after April 1, 1975 will be calculated under Table V in Appendix B if each of the following requirements is met.

(i) The person earns at least 240 Credited Hours in any Plan Year beginning after March 31, 1998.

(ii) The person retires and has a Pension Starting Date that is after March 31, 1998.

(iii) The person did not terminate his or her employment from a Contributing Employer before April 1, 1998 and receive a lump sum cash distribution under Paragraph 17.3

(b) Special Rule for Table Effective April 1, 1998. A Covered Employee's Future Service Benefit for Credited Hours worked on or after April 1, 1998 will be calculated under Table V in Appendix B if each of the following requirements is met:

(i) Either

(1) The person retired and had a Pension Starting Date that was before April 1, 1998, or

(2) The person terminated his or her employment from a Contributing Employer before April 1, 1998 and received a lump sum cash distribution under Paragraph 17.3.

(ii) The person earns at least 240 Credited Hours in any Plan Year beginning after March 31, 1998.

(iii) The person is not entitled to an additional Accrued Benefit under subparagraph (a).



1.10 Future Service Benefit: April 1, 1999.

(a) General Rule for Table Effective April 1, 1999. A Covered Employee's Future Service Benefit for Credited Hours worked on or after April 1, 1975 will be calculated under Table VI in Appendix B if each of the following requirements is met.

(i) The person earns at least 240 Credited Hours in any Plan Year beginning after March 31, 1999.

(ii) The person retires and has a Pension Starting Date that is after March 31, 1999.

(iii) The person did not terminate his or her employment from a Contributing Employer before April 1, 1999 and receive a lump sum cash distribution under Paragraph 17.3

(b) Special Rule for Table Effective April 1, 1999. A Covered Employee's Future Service Benefit for Credited Hours worked on or after April 1, 1999 will be calculated under Table VI in Appendix B if each of the following requirements is met:

(i) Either

(1) The person retired and had a Pension Starting Date that was before April 1, 1999, or

(2) The person terminated his or her employment from a Contributing Employer before April 1, 1999 and received a lump sum cash distribution under Paragraph 17.3.

(ii) The person earns at least 240 Credited Hours in any Plan Year beginning after March 31, 1999.

(iii) The person is not entitled to an additional Accrued Benefit under subparagraph (a).

1.11 Future Service Benefit: April 1, 2000.

(a) General Rule for Table Effective April 1, 2000. A Covered Employee's Future Service Benefit for Credited Hours worked on or after April 1, 1975 will be calculated under Table VII in Appendix B if each of the following requirements is met.

(i) The person earns at least 240 Credited Hours in any Plan Year beginning after March 31, 2000.

(ii) The person retires and has a Pension Starting Date that is after March 31, 2000.

(iii) The person did not terminate his or her employment from a Contributing Employer before April 1, 2000 and receive a lump sum cash distribution under Paragraph 17.3

(b) Special Rule for Table Effective April 1, 2000. A Covered Employee's Future Service Benefit for Credited Hours worked on or after April 1, 1999 will be calculated under Table VII in Appendix B if each of the following requirements is met:

(i) Either

(1) The person retired and had a Pension Starting Date that was before April 1, 2000, or

(2) The person terminated his or her employment from a Contributing Employer before April 1, 2000 and received a lump sum cash distribution under Paragraph 17.3.

(ii) The person earns at least 240 Credited Hours in any Plan Year beginning after March 31, 2000.

(iii) The person is not entitled to an additional Accrued Benefit under subparagraph (a).

APPENDIX D  
COLLECTIVE BARGAINING AGREEMENT

APPENDIX E  
RECIPROCITY AGREEMENTS