LOCAL 282

Pension Trust Fund

Summary Plan Description
and
Rules and Regulations

2019 Edition

LOCAL 282
PENSION TRUST FUND

SUMMARY PLAN DESCRIPTION
2019 EDITION

Local 282 Pension Trust Fund
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GCC/IBT 243-C

BOARD OF TRUSTEES

Dear Participant:

We are pleased to provide you with this revised and updated booklet summarizing the provisions of the Local 282 Pension Trust Fund (the “Plan”). This “Summary Plan Description” (“SPD”) summarizes the Plan’s 2014 Restatement of the Rules and Regulations, as amended through Amendment No. 7 (“Plan Document”), which immediately follows the SPD in this booklet. While this booklet applies to participants who are currently working in Covered Employment as of January 2019, this booklet also is intended to apply to participants who terminated Covered Employment prior to 2019, but have not yet begun to receive benefits. The level of benefits for those participants will be the levels in effect when the participant last worked in Covered Employment (as described in prior versions of the SPD and Plan Document), but other provisions of the Plan described herein apply to them as well as to active employees.

The Plan is a defined benefit plan, designed to pay you benefits at your retirement. The SPD describes the main features of the Plan document. As you look through the SPD, you will learn how and when you can become a participant in the Plan, the forms of benefits available under the Plan and when they are payable, and the circumstances under which you can lose credit you have earned towards a pension benefit.

To make this information as clear as possible, every effort has been made to write this SPD in a plain, straightforward manner. Please read this SPD carefully and show it to your family. It is important for your family to be aware of the benefits available to you under the Plan, including the Plan’s survivor protection features.

In translating from legal language to everyday English, we have done our best to explain everything correctly. However, please note that this SPD is not a substitute for the Local 282 Pension Trust Fund Rules and Regulations — the official Plan Document — and does not change or otherwise alter the terms of the Plan. If there are any discrepancies between this SPD and the Plan Document, the language of the Plan is controlling in all cases. We urge you to review the terms of the Plan Document, which is also included in this booklet for your convenience. Other official Plan documents, such as the Trust Agreement under which the Plan was established, and applicable collective bargaining agreements, are available for your inspection at the Fund Office.

You may direct any questions you have about your benefits to the Fund Office.

Sincerely,
THE BOARD OF TRUSTEES

This booklet contains a summary in English of your plan rights and benefits under the Local 282 Pension Trust Plan. If you have difficulty understanding any part of this booklet, contact the Fund Office, 2500 Marcus Avenue, Lake Success, New York 11042, (516) 488-2822, from 9:00 a.m. to 4:00 p.m.

Este folleto contiene un resumen en Español de sus derechos y beneficios en el plan bajo la Local 282 Pension Trust Plan. Si usted tiene dificultad entendiendo alguna parte de este folleto, comuniquese la oficina del Fondo de Salud, 2500 Marcus Avenue, Lake Success, New York 11042, (516) 488-2822, desde las 9:00 a.m. hasta las 4:00 p.m.

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INTRODUCTION

The Local 282 Pension Trust Fund (the "Plan") is maintained under Collective Bargaining Agreements between certain Employers and Local 282 of the International Brotherhood of Teamsters (the "Union"). These Agreements require the Employers to contribute negotiated actuarially determined amounts to the Plan on behalf of their covered employees. Such an Employer is referred to in this SPD as an "Employer." Employers also include the Union and the Local 282 Trust Funds. The Plan is completely financed by contributions from Employers and investment income. You pay nothing.

You may participate in the Plan if you work for an Employer in a position covered by a Collective Bargaining Agreement with the Union, or if you work for either the Union or the Local 282 Trust Funds. Such employment is referred to as "Covered Employment." The Trustees must have accepted your employer as an Employer and must not have terminated your employer's status as an Employer because of a failure to make the required contributions to the Plan. Covered Employment also includes employment in the United States Armed Forces on construction jobs during times of war if this employment is covered by the Union's Collective Bargaining Agreement. Upon written request, the Fund Office will provide you with information free of charge as to whether an employer is an Employer under the Plan. When this booklet refers to "you," it assumes that you are an employee covered by the Plan.

The Plan is administered by a Board of Trustees (the "Trustees") consisting of an equal number of representatives of the Union and of the Employers. The Union Trustees and the Employer Trustees have equal voting rights and serve without compensation. The Trustees have the sole power and discretionary authority to construe and interpret the terms of the Plan, and no one else has any authority to interpret the Plan (or other applicable documents) or to make any promises to you about it, including any claim for benefits. Any decision of the Board of Trustees is final and binding, subject to the appeals procedure described later in this booklet and federal court review.

The Plan has been determined to be tax-qualified by the Internal Revenue Service. The contributions made by Employers are held in a separate tax-exempt trust fund (the "Pension Fund") established for the purpose of paying benefits provided under the Plan and reasonable administrative expenses.

As noted above, the SPD is a summary of the Local 282 Pension Trust Fund Plan Document, which is included in this booklet as well. The SPD is not a contract. We have made every effort to make this SPD as complete and comprehensible as possible. However, if any provisions in this SPD conflict with any provisions in the Plan Document, the Plan Document controls. If any provision of the Plan Document is omitted from this SPD, the Plan document governs. That is why we include the Plan Document in this booklet and we urge you to read the Plan Document as well as the SPD.

Terms in this SPD that begin with capital letters (for example, "Employer") have very precise meanings. They are defined in Article I of the Plan Document.

There are six different types of pensions provided by this Plan. A brief description of each pension is listed in the "Summary of Benefits" chart that follows.

SUMMARY OF BENEFITS

Type of Pension		
Regular	• At least age 62; and • At least 10 years of Pension Credit.	• Pension Credits x dollar amount for your Employer's hourly contribution rate for your last hour of Covered Employment.
Early	• At least age 52; and • At least 10 years of Pension Credit.	• Regular Pension reduced by 1/2 of 1% for each month by which commencement of the pension precedes age 62.
Service	• Any age and at least 25 years of Pension Credit.	• Same as Regular Pension.
Vested	• At least age 62 or your age on the fifth anniversary of your initial participation in the Plan, if later; or • At least 5 Years of Vesting Service	• Same as Regular Pension.
Disability	• At least 10 years of Pension Credit; and • Earned at least 1/4 year of Pension Credit during Plan Credit Year in which disability occurred or immediately preceding Plan Credit Year. • Received a Social Security Administration disability award.	• If age 52 to 61, same as Regular Pension to which Participant would have been entitled if you had attained age 62 on the day you became disabled, reduced by 1/2 of 1% for each month by which commencement of the pension precedes age 52 up to a maximum of 60% reduction.
Pro-Rata/ Partial Pension	• If years of Pension Credit are divided between this Plan and one or more participating Teamster pension plans. Please refer to the section on eligibility requirements for a Pro-Rata/Partial Pension.	• Special calculation rules described in Article IX and Article X of the Plan Document.

ONE HUNDRED PERCENT OWNERS

A "One Hundred Percent Owner" is an individual who, alone or with his or her Spouse, or whose Spouse alone, owns one hundred percent of the Employer. If you are a One Hundred Percent Owner, the provisions in this SPD specified as applying to One Hundred Percent Owners apply to you as of February 1, 2002. Please pay special attention to the requirements for One Hundred Percent Owners.

PARTICIPATION IN THE PLAN

You will become a Participant in the Plan on the earliest February 1st or August 1st following completion of initial 12-consecutive month period of employment during which you worked at least 750 (870 in the case of a One Hundred Percent Owner) hours in Covered Employment or in other employment with the same Employer that is continuous with your Covered Employment. This is referred to as your minimum service requirement for eligibility to participate in the Plan.

If you do not complete the minimum service requirement of 750 (870 in the case of a One Hundred Percent Owner) hours in your initial 12-consecutive month period of employment, you then have the opportunity to complete your minimum service requirement in a Plan Year, February 1st through January 31st, starting with the first February 1st immediately following the first day you worked an Hour of Service.

You will remain a Participant unless you have a One-Year Break in Service (*i.e.,* less than 188 Hours of Service in a Plan Year, 425 for an One Hundred Percent Owner). The Break in Service rules are more completely discussed later in this SPD under the heading BREAK IN SERVICE. However, if you are fully vested in your benefit, your participation in the Plan will not be interrupted by a Break in Service, although your level of benefits may be affected.

If you are not fully vested, and you have a One-Year Break in Service but later return to Covered Employment, you will resume participation in the Plan, provided that you complete another year of minimum service, starting with the 12-consecutive month period beginning on the first day of your reemployment (or, if necessary, starting with the first Plan Year beginning immediately following your reemployment date) during which you again complete 750 (870 in the case of a One Hundred Percent Owner) hours in Covered Employment (or other continuous employment with the same Employer).

PENSION BENEFITS GENERALLY

LEVEL OF BENEFITS GENERALLY

Generally, your pension benefit level is the product of your Pension Credits and the rate at which your Employer was obligated to contribute as of the date you last worked in Covered Employment. However, a separation from Covered Employment may affect your benefit level. See below for a more detailed description of the rules regarding benefit levels.

SEPARATION FROM COVERED EMPLOYMENT

You are deemed to have separated from Covered Employment on the last day of work in Covered Employment which is followed by a One-Year Break in Service as defined under the heading BREAK IN SERVICE later in this SPD.

If you separate from Covered Employment, but later return to Covered Employment and earn at least five (5) years of Pension Credit (two (2) years if you separated before July 1, 2004), you will be entitled to the benefit level in effect at the time of your last hour of Covered Employment, applied to all of your Pension Credits. But, if, after you return to Covered Employment, you earn less than five (5) years of Pension Credit (two (2) years if you separated before July 1, 2004), your benefit will be calculated in two parts: the Pension Credits you earned prior to your initial separation from Covered Employment will be multiplied by the benefit level in effect on your initial separation date, and Pension Credits earned after your return to Covered Employment will be multiplied by the benefit level in effect at the time of your retirement. The two products will be added together to determine the amount of your monthly benefit.

If, prior to July 1, 2009 and after February 28, 2017, your Employer experienced a change in contribution rates, you will be entitled to retire at the higher level of benefits if (A) you have earned at least one quarter ($1/4$) year of Pension Credit after your Employer became obligated to contribute at the higher rate, or (B) you have worked for at least one day for that Employer (or the Employer was obligated to contribute to the Fund on your behalf) in the four months prior to the Employer's becoming obligated to contribute the higher rate. However, between July 1, 2009 and February 28, 2017, if your Employer's contribution rate increased, those increased contributions for that period will not be included in any way in the calculation of your pension benefit.

If you move from one Employer to another Employer who is contributing at a higher contribution rate, you must earn at least five (5) years of Pension Credits at the higher contribution rate to be entitled to the higher level of benefits for all of your Pension Credits, unless your new Employer is contributing at the same rate as your former Employer would have been obligated to contribute on your behalf if you had not changed Employers. In that case, the same rule described above for Employers who have a change in contribution rates will apply.

If you move to a new Employer who is paying at a higher rate and you do not earn five (5) years of Pension Credits at the higher contribution rate, your level of benefits will be determined by multiplying your Pension Credits earned with each Employer by the contribution rate for that Employer and adding together the different products. If you change your employment to an Employer who is contributing at a lower rate, your Pension Credits will be multiplied by the higher contribution rate, provided that you earn less than two (2) years of Pension Credits with the Employer with the lower rate. If you earn more than two (2) years of Pension Credits with the Employer with the lower contribution rate, your level of benefits will be determined by multiplying your Pension Credits earned with each Employer by the contribution rate for that Employer and adding together the two products.

If, within the same Plan Year (2/1-1/31), you worked for (i) more than one Employer at different contribution rates, or (ii) the same Employer (or any member of the controlled group) at different contribution rates, your level of benefits will be determined by multiplying your Pension credits earned by the highest contribution rate paid by any of the Employers in that Plan year, provided that you would have earned a year of Pension Credit for such Plan year if you had worked only for such Employer.

YOUR PENSION BENEFITS

REGULAR PENSION

You may Retire (see definition under ABOUT RETIREMENT AND SUSPENSION OF BENEFITS, below) on a Regular Pension if you are at least 62 years old and have at least ten (10) years of Pension Credit. The amount of your monthly Regular Pension is based on the hourly contribution rate required to be paid by your Employer on your behalf, other than any increases between July 1, 2009 and February 28, 2017. See the Table in the APPENDIX to this SPD for the contribution rates in effect on or after July 1, 2002 and the corresponding benefit amounts. For periods prior to July 1, 2002, you should consult the prior Plan Document (or previous SPD) in effect at the time you last worked in Covered Employment. You should consult your Collective Bargaining Agreement to determine the contribution rate applicable to you.

EARLY RETIREMENT PENSION

You may Retire on an Early Retirement Pension if you are at least 52 years of age and have at least ten (10) years of Pension Credit. The amount of your Early Retirement Pension will be calculated in the same manner as a Regular Pension, but that amount will be reduced by one half of one percent (.005) for each month by which commencement of your payments precedes the date on which you will have attained age 62.

SERVICE PENSION

You may Retire at any age and receive a Service Pension if you have at least twenty-five (25) years of Pension Credit. The Service Pension, like the Regular Pension, is based on the hourly contribution rate required to be paid by your Employer on your behalf, other than any rate increases on or between July 1, 2009 and February 28, 2017. The amount of your Service Pension is calculated in exactly the same manner as your Regular Pension.

VESTED PENSION

You may Retire and receive a Vested Pension once you have reached Normal Retirement Age (age 62 or, if later, your age on the fifth anniversary of your initial participation in the Plan) or have at least five (5) years of Vesting Service. (You need at least ten (10) years of Vesting Service for a Vested Pension if you did not work at least one hour covered by the Plan on or after February 1, 1999.) The amount of your Vested Pension will be calculated in the same manner as a Regular Pension. The Vested Pension is not payable until you reach Normal Retirement Age.

DISABILITY PENSION

If you become totally and permanently disabled, as determined by the Social Security Administration ("SSA"), have at least ten (10) years of Pension Credit, and have earned at least a quarter ($\frac{1}{4}$) Pension Credit in the 12-month period from February 1 through January 31 of the year in which you became disabled or in the preceding 12-month period, you may receive a Disability Pension.

The amount of your Disability Pension shall equal the amount of the Regular Pension you would otherwise be entitled to receive if you were age 62 (*i.e.,* Normal Retirement Age) when you incurred your disability. The exception to your Disability Pension being in the amount of your Regular Pension is if you are under the age of 52 when you commence your Disability Pension, in which case the amount of your Disability Pension shall then be your Regular Pension, but , reduced by $\frac{1}{2}$% for each month you are younger than age 52, provided that in no event lower than 40% percent of the amount of your accrued Regular Pension.

Your Disability Pension shall commence as of the seventh (7th) month after you first became totally and permanently disabled.

The Social Security Level Income Option described later in this booklet is not available to pensioners on a Disability Pension.

If you Retire with a Disability Pension and subsequently the SSA determines that you are no longer disabled, you must notify the Fund Office immediately. If you then re-enter Covered Employment and accrue at least five (5) additional years of Pension Credit, your Pension Benefit will be computed without regard to any payments you received on your previous Disability Pension. The period of time during which you received the Disability Pension will not constitute a Break in Service.

If you are at least 52 years old and have ten (10) years of Pension Credits when you become disabled and you have a claim pending with the SSA for Social Security disability benefits based on a total and permanent disability, you will be eligible to receive, in the interim before receipt of your SSA disability award, an Early Retirement Pension from the Fund. If and when you receive your SSA disability award and forward a copy to the Fund office, the amount of your pension benefit will be increased from the Early Retirement Pension to the Disability Pension. And, you will receive a retroactive lump-sum payment for the difference between the Early Retirement Pension amount and the total and permanent Disability Pension, back to the date on which is later of (A) the first day of the 7th month following the date you incurred your total and permanent disability, or (B) the first day of the month following the Fund Office's receipt of your application for a Disability Pension.

The Plan has been repeatedly amended with respect to the Disability Pension since its 2014 Restatement, specifically with reference to Participants leaving Covered Employment before, on or after, May 1, 2016, and before April 1, 2018. If you left Covered Employment due to a disability prior to April 1, 2018, please contact the Fund Office for further details.

PRO-RATA PENSION/PARTIAL PENSION

If you have at least one-half (1/2) year of Pension Credit (i.e., or two quarters) from this Plan and a minimum of a year and a half (1 1/2) of pension credits (i.e., or six quarters) from certain other Teamster Plans that have entered into local reciprocal agreements with this Plan, you may qualify for a Pro Rata Pension. The method used in calculating a Pro Rata Pension is described in Article IX of the Plan.

In addition, if you have at least one year of Pension Credit from this Plan and because the Trustees of this Pension Fund have signed the Teamster National Reciprocal Agreement, you may receive service credit towards a Partial Pension for work performed under the jurisdiction of other Teamster Pension Funds. The rules governing a Partial Pension can be found in Article X of the Plan.

If you think you are eligible for either a Pro-Rata or a Partial Pension, please consult the Pension Department at the Fund Office.

TABLE OF BENEFITS

Subject to the Break in Service and separation from Covered Employment rules, the monthly amount of your pension benefit is based upon the hourly contribution rate required to be paid on your behalf and your total Pension Credits. The APPENDIX to this SPD shows the contribution rates and corresponding monthly benefit amounts, payable at Normal Retirement Age. Note in the APPENDIX that there are four different columns, illustrating the benefit amounts for contribution rates payable for:

- work before July 1, 2009;
- work on and after July 1, 2009 but before July 1, 2010;
- work on and after July 1, 2010, but before July 1, 2011;
- work on and after July 1, 2011, but before March 1, 2017;

The benefit amounts set forth in the APPENDIX at the end of this SPD reflect the fact that contribution increases between July 1, 2009 and February 28, 2017 did not give rise to any increase in the amount of benefits payable; they went, instead, to improve the funding of existing accruals.

For benefit amounts for work on and after March 1, 2017, below are the contribution rates for such employment:

As of March 1, 2017:

Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit
$11.75	$134.35
$12.00	$136.35
$12.25	$138.35
$12.50	$140.35
$12.75	$142.35
$13.00	$144.35

PENSION CREDIT AND VESTING SERVICE

The length of your Covered Employment affects the amount of your pension under this Plan in two important ways. Your accumulated years of Pension Credits determine the amount of your monthly benefit. Your accumulated Years of Vesting Service determine when your right to receive a pension becomes nonforfeitable. This section explains how you accumulate years of Pension Credits and Years of Vesting Service and how you can lose years of Pension Credit and Years of Vesting Service that you have already accumulated.

PENSION CREDIT

- Generally. You will receive Pension Credits on the basis of your hours of work in Covered Employment in accordance with the following schedule:

GENERALLY APPLICABLE PENSION CREDIT Hours of Work in Covered Employment in Computation Period (February 1-January 31)	SCHEDULE Pension Credits
Less than 188	0
188-374	1/4
375-561	1/2
562-749	3/4
750 or more	1

For purposes of the foregoing schedule, if your Collective Bargaining Agreement provides for hourly vacation accrual and pay, whether from your Employer or the Local 282 Vacation and Sick Leave Benefits, you will receive credit for an additional 8 hours of work in Covered Employment for every 120 hours of work reported on your behalf to the Fund.

- One Hundred Percent Owners. If you are a One Hundred Percent Owner, you will receive years of Pension Credits on the basis of your hours of Work in Covered Employment in accordance with the following schedule:

PENSION CREDIT SCHEDULE FOR ONE HUNDRED PERCENT OWNERS

Hours of Work in Covered Employment in Computation Period (February 1–January 31)	Pension Credits
Less than 425	0
425-849	1/4
850-869	1/2
870-1,275	3/4
1,276 or more	1

If you believe that you are entitled to Pension Credit for Covered Employment that is not reflected in the Fund's records of your employment history, you must provide documentation of such Covered Employment, including, but not limited to, Social Security records, pay stubs, W-2 forms, or any other proof supporting the claim that you worked additional time.

Starting with your benefit statement showing your Pension Credits earned through January 31, 2019 ("2019 Benefit Statement"), you will have a period of two (2) years from the date of the 2019 Benefit Statement to challenge the statement's accuracy with respect to number of your Pension Credits. If you believe your 2019 Benefit Statement is inaccurate because it underreports your total Pension Credits earned under the Plan through January 31, 2019, you must make a formal appeal to the Board of Trustees, as detailed later in this SPD under APPLYING FOR BENEFITS - RIGHT TO APPEAL, except that you have two (2) years from the date of your 2019 Benefit Statement to challenge your reported number of Pension Credits. Once this 2-year period has lapsed from the date of your 2019 Benefit Statement, you will have waived your right to challenge this number of Pension Credits as earned through January 31, 2019 according to the Fund Office's records.

For benefit statements for Plan Years ending after January 31, 2019, you will have a period of two (2) years from the date of each succeeding benefit statement to challenge the accuracy of your additional Pension Credits.

NEW CONTRIBUTING EMPLOYERS

In the case of Employers who first become obligated to contribute to the Fund for your classification of work, service with that Employer prior to such obligation (referred to as "past service") will not be credited until five (5) years after such first date, nor will pension benefits based upon such past service accrue during this waiting period. You may not earn more than five (5) years of Pension Credits for past service. Note that if you have received years of Pension Credit for past service, you may lose such years of Pension Credit if the Employer withdraws from the Fund. In the case of Employers who first become obligated to contribute to the Fund for your classification of work on or after March 1, 1976 and before August 9, 1979, the maximum limit of five (5) years of Pension Credits for past service does not apply. Finally, in the case of Employers who first become obligated to contribute to the Fund for your classification of work on or after August 31, 1956 but before March 1, 1976, you only needed to wait three (3) years after the Employer became obligated to contribute to receive Pension Credit for your "past service" with that Employer, again, with no limit thereon, to be credited.

VESTING SERVICE

You become fully vested in your Plan once you have been credited with five Years of Vesting Service, as explained below. Alternatively, you may become fully vested in your Plan benefit upon (provided that you are employed at the time in either Covered Employment or contiguous employment with an Employer) your attainment of Normal Retirement Age, which is defined as the date which is the later between (i) your 62nd birthdate, or (ii) the fifth anniversary of your participation in the Plan.

A participant is either fully vested, or not vested at all, in his or her Plan benefit. There is no partial vesting under the Plan.

You will be credited with one Year of Vesting Service for each Plan Year in which you work in Covered Employment (even before you became a Participant) for 750 (870 in the case of a One Hundred Percent Owner) hours or more.

You either earn a full Year of Vesting Service, or you do not. There are no partial or fractional Years of Vesting Service.

For purposes of the foregoing schedule, if your Collective Bargaining Agreement provides for hourly vacation accrual and pay, whether from your Employer or the Local 282 Vacation and Sick Leave Benefit, you will receive credit towards a Year of Vesting Service for an additional 8 hours of work in Covered Employment for every 120 hours of work reported on your behalf to the Fund.

In addition, if you worked for an Employer in a job *not* covered by this Plan but such employment is contiguous with Covered Employment with the same Employer, you will receive credit toward a year of Vesting Service for each Plan Year you work in such non-covered employment.

In general, you will become vested after you have earned five (5) years of Vesting Service.

If you were not vested prior to incurring a Permanent Break in Service, then you will receive no vesting credit for years prior to a Permanent Break in Service. No vesting credit is granted for years prior to February 1, 1971 unless you earned at least 3 Years of Vesting Service after January 31, 1971.

Once your benefits become vested, you cannot lose your right to a pension from the Plan if you stop working in the industry, even if you have a Break in Service. However, if you stop working in the industry before you are vested, and you die before you commence benefits, you will forfeit your right to any pension.

You will not be credited with any Years of Vesting Service for your hours worked in Covered Employment (or contiguous employment) before incurring a Permanent Break in Service.

NON-WORK PERIODS CREDITED

You will be credited with Years of Vesting Service and Pension Credits for years of qualifying military service which, in accordance with the Uniformed Service Employment and Reemployment Rights Act ("USERRA") are treated as working in Covered Employment (or contiguous employment, if applicable) if your absence is due to:

- Military Service. If you left Covered Employment to enter qualifying military service in the uniformed services of the United States, in time of peace or war, you will be credited with Pension Credit and Vesting Service for the period of your service, provided the total length of your absence due to military service does not exceed five (5) years, and you report for, or submit an application for, re-employment with the same Employer following your military service within the time required by law. If you die while in qualifying military service, you will receive credit toward your Years of Vesting Service for your period of military service through the date of your death.

If you leave Covered Employment to enter active military service in the Armed Forces of the United States and you return to any Covered Employment within 90 days of separation from military service, you will receive Pension Credit for your period of military service, provided that your reemployment with your prior Employer is within the 5-year period as required by USERRA, and the 90-day grace period following your separation from qualified military service.

Even if you are not entitled to any credit for your time during active military service, the time will not be counted towards a Break in Service, described below.

If you left Covered Employment to enter military service, you should contact the Fund Office for more information on receiving credit for your period of military service and be prepared to show that you qualify for the credit, including a Form DD214.

- Disability (Worker's Compensation Time). You will receive Pension Credit and Vesting Service for a period of disability not exceeding 24 months (per injury or disease in Covered Employment) for which you are compensated under the Worker's Compensation law;
- Accident and Sickness (Short-Term Disability). You will receive credit for a period of disability up to the maximum period compensated by the weekly accident and sickness plan provided by the Local 282 Welfare Trust Fund or by any other welfare plan recognized by the Trustees, except that no more than 40 hours of work per week shall be credited for any period of accident and sickness and no more than 26 weeks will be taken into account with respect to any single period of absence.
- Family and Medical Leave Act ("FMLA'). You will receive credit for any leave of absence granted by your Employer, up to 12 weeks, that qualifies under the Family and Medical Leave Act.

BREAK IN SERVICE

LOSS OF PENSION CREDIT AND VESTING SERVICE

If you have attained vested status, you have a nonforfeitable right to a pension, subject to your surviving (or, in case of your death, your Spouse surviving, if you are married) until payment commences. However, if you have not attained vested status, it is possible that you may lose your previously accumulated years of Pension Credits and Years of Vesting Service.

ONE-YEAR BREAK IN SERVICE

A One-Year Break in Service generally occurs when you fail to complete at least 188 (or 425 in the case of a One Hundred Percent Owner) hours of work in Covered Employment during any Plan Year.

A One-Year Break in Service before you have attained vested status will have the effect of canceling your previously earned years of Pension Credit and Years of Vesting Service. A One-Year Break in Service can be repaired if, before incurring a Permanent Break in Service (see below), you again earn a year of Vesting Service. In that case, your previously earned years of Vesting Service and Pension Credit will be restored.

Example — During his first four years in Covered Employment, Ted (who is not a One Hundred Percent Owner) earned four years of Pension Credits and four Years of Vesting Service. During Ted's fifth year, he worked only 100 hours, thereby incurring a One-Year Break in Service and losing his 4 Pension Credits and Years of Vesting Service. During his sixth year, Ted worked 750 hours. Because Ted earned a Year of Vesting Service after he incurred a One-Year Break in Service, the four years of Pension Credits and four Years of Vesting Service he earned prior to his Break in Service will be restored. If Ted were a One Hundred Percent Owner, he would have had to work 870 hours in the sixth year to earn a Year of Vesting Service and restore his years of Pension Credits and Years of Vesting Service.

GRACE PERIODS

You may be allowed a grace period and be deemed to be working in Covered Employment in order to prevent you from incurring a Break in Service if your failure to earn 188 hours of work in Covered Employment is due to one of the following reasons:

- active military service;
- absence due to: 1) pregnancy, 2) the birth of your child, 3) placement of a child with you in connection with the adoption of a child, 4) to care for your child immediately following his or her birth or placement, 5) absence on or after August 6, 1993 due to a leave under the Family and Medical Leave Act;
- Disability.

PERMANENT BREAK IN SERVICE

WHEN YOU HAVE A PERMANENT BREAK IN SERVICE BEFORE YOU HAVE EARNED VESTED STATUS UNDER THE PLAN, YOU FORFEIT ALL PREVIOUSLY EARNED YEARS OF PENSION CREDITS AND YEARS OF VESTING SERVICE. THESE LOST YEARS OF PENSION CREDITS AND YEARS OF VESTING SERVICE CANNOT BE RESTORED.

You will incur a Permanent Break in Service as follows:

After January 31, 1999. You will have a Permanent Break in Service if you have earned less than five Years of Vesting Service and have five (5) consecutive One-Year Breaks in Service, including at least one after January 31, 1999. This rule applies to all Participants who have at least 1 hour of Service on or after February 1, 1999.

Between February 1, 1985 and January 31, 1999. You incurred a Permanent Break in Service prior to January 31, 1999 if you had earned five (5) or fewer Years of Vesting Service and then had five (5) consecutive One-Year Breaks in Service, including at least one after January 31, 1985; or you have earned six (6) but less than ten (10) Years of Vesting Service, including at least one after January 31, 1985, and then had a number of consecutive One-Year Breaks in Service that equaled or exceeded your Years of Vesting Service. If you were a Non-Bargained Employee with at least one hour of service after February 29, 1988, you could incur a Permanent Break in Service only before you had earned five (5) Years of Vesting Service. However, for the period between February 1, 1985 and January 1, 1999, a Non-Bargained former Employee would not incur a Permanent Break in Service if they completed a Year of Vesting Service before the number of consecutive one-year breaks in service equals 5 or equals the number of your Years of Vesting Service credited.

A permanent Break in Service was defined by a different rule prior to February 1, 1985. Please refer to page 27 of the Plan Document for the pre February 1, 1985 rule.

EFFECTS OF PERMANENT BREAK IN SERVICE

If you have not already met the requirements for a pension under this Plan, a Permanent Break in Service will cancel your previous years of Pension Credits and Years of Vesting Service and will end your participation in the Plan.

FORMS OF PAYMENT

HOW YOUR PENSION BENEFIT IS PAID

If you are married, your benefit will automatically be paid in the form of a 50% Joint and Survivor Pension, unless you and your Qualified Spouse reject this form of payment, as described below, or unless you are eligible for the Spouse's Pension, also described below. If you are not married, or if you and your Qualified Spouse rejects the 50% Joint and Survivor Pension and the Spouse's Pension, your benefit will automatically be paid as a monthly annuity with payments guaranteed for a minimum of sixty (60) months. If you die before receiving sixty (60) monthly payments, your designated Beneficiary will be entitled to the remainder of the sixty (60) monthly payments not yet paid. If you die after receiving sixty (60) monthly payments, your Pension Benefit will end.

Once you have commenced receipt of your elected form of benefit payment, you cannot change your form of benefit payment going forward.

Note that the definition of "Spouse" in the Plan document is someone to whom the Participant is legally married pursuant to a valid marriage license according to the place where the marriage was celebrated. The Plan recognizes same-sex marriages.

A "Qualified Spouse" is a Spouse that was married to you throughout the one-year period ending on your pension start date or your death if earlier. A "Qualified Spouse" is also a Spouse that was married to you within the year immediately before your pension start date and who was married to you for at least one-year before your death.

QDROS

A Qualified Domestic Relations Order ("QDRO") may designate a former Spouse as a surviving Qualified Spouse for purposes of the distribution of your Pension Benefit, or otherwise assign all or part of your pension in accordance with ERISA and the Internal Revenue Code. Please be aware that any existing QDRO may affect the form of payment and eligibility of the recipient(s) of your pension.

You must notify the Fund Office immediately if you obtain a divorce. The Fund's QDRO procedures are available upon request.

50% JOINT AND SURVIVOR PENSION

If you are married when you retire, the automatic form of payment is the 50% Joint and Survivor Pension unless you are eligible for a Spouse's Pension (see below). All benefits will be paid in this form unless the benefit is properly rejected by you and your Qualified Spouse, or you are not married (or the whereabouts of your Qualified Spouse is unknown, as determined by the Trustees). Under the 50% Joint and Survivor Pension, you will receive a reduced monthly benefit payable during your life. Upon your death, your Qualified Spouse will receive 50% of the reduced monthly benefit amount that you were receiving for the rest of your Spouse's lifetime.

The amount of your pension will be reduced in order to provide this lifetime coverage for your Qualified Spouse. The amount of the reduction depends on the difference between your age and your Qualified Spouse's age at the time you begin receiving your pension. Your monthly benefit will be a percentage of the full monthly benefit payable as a single life annuity. If you Retire on a Regular Pension, the percentage will be 90%, plus or minus 4% for each year that your Qualified Spouse's age is greater or less than your age. For a Disability Pension the percentage for the reduction is 82% rather than 90%.

For example, Bob retires at age 62 on a Regular Pension. His wife, Mary, is 4 years younger. Bob's Regular Pension is $1,667 per month. With the 50% Joint and Survivor Pension reduction (90% minus .4% for each year that Mary is younger than Bob), Bob will receive $1,474 per month for his lifetime. When Bob dies, Mary will continue to collect 50% of Bob's pension, $737, for as long as she lives.

If you do not wish to receive your benefit in the automatic form, your Qualified Spouse must consent in writing to your rejection of the 50% Joint and Survivor Pension and to any Beneficiary or contingent annuitant you designate. Your rejection and your Qualified Spouse's consent must be witnessed by a notary public within 180 days before the commencement of your pension. The 50% Joint and Survivor Pension may be waived if you cannot locate your Qualified Spouse, or your Qualified Spouse's consent cannot be obtained due to extenuating circumstances. In these situations, you must submit appropriate proof as requested by the Trustees.

To be entitled to a 50% Joint and Survivor Pension, you and your Qualified Spouse must be married to each other throughout the year ending with the date you begin receiving your pension benefit. If you marry within twelve months prior to Retirement, you will receive the 50% Joint and Survivor Pension, unless you and your Qualified Spouse reject that form, although, if you die before you have been married for a full year, your surviving Spouse will not receive the survivor's pension.

Once your pension begins, you cannot revoke the 50% Joint and Survivor Pension, and if your Qualified Spouse dies or if you are divorced, your reduced pension amount cannot be changed.

75% JOINT AND SURVIVOR PENSION

As an alternative to the 50% Joint and Survivor Pension, the Plan offers you an optional 75% Joint and Survivor Pension. Like the 50% Joint and Survivor Pension, your pension will be reduced to provide the survivor annuity to your Qualified Spouse following your death, but instead of 50%, your surviving Qualified Spouse will receive 75% of the reduced amount you were receiving for the rest of your Qualified Spouse's lifetime. Unlike the 50% Joint and Survivor Pension, your Qualified Spouse's consent is not required if you elect this payment option instead of the 50% Joint and Survivor Pension, because both the 50% Joint and Survivor Pension and the 75% Joint and Survivor Pension are valued the same actuarially. For the 75% Joint and Survivor Pension, the percentage reduction in your monthly pension will be 85% for a Regular Pension, plus or minus .6% for each year your Qualified Spouse is older or younger than you are. For a Disability Pension, the percentage is 74%, plus or minus .5%.

Using the same example as before, Bob elects the 75% Joint and Survivor Pension: Bob's regular $1,667 per month pension is reduced to $1,377 per month (85% of $1,667, minus 6% of $1,667 for every year Mary is younger than Bob (4 years)), and if Mary survives Bob's death, she will receive a monthly pension for the balance of her life equal to $1,033 per month.

If you were married for less than a year at the time of your pension start date, your pension will be adjusted to account for the 50% or 75% Joint and Survivor Annuity form of payment. If you die prior to the date of your first marriage anniversary to the Spouse you were married to on your pension beginning date, the Fund will pay your Spouse (or your estate if your Spouse does not survive you) a lump sum equal to the difference between what was paid to you under your Joint and Survivor Pension and the amount that would have been paid to you through the date of your death under a single-life pension with a guaranteed sixty (60) month minimum benefit.

MINIMUM NUMBER OF PENSION PAYMENTS

If you are single when you Retire the automatic form of payment is the 60-month guarantee, single life annuity. Under the 60-month guarantee payment form, if you die before receiving the full sixty (60) monthly payments, the remainder of these monthly payments will be paid to your designated beneficiary. The sixty (60)-month guarantee also applies to a Disability Pensioner.

The guaranteed minimum does not apply if you are eligible for the Spouse's Pension or you do not reject either the 50% or 75% Joint and Survivor Pension.

SPOUSE'S PENSION

The Spouse's Pension is a spousal survivor benefit, payable to your Spouse on your death in lieu of the Pre-Retirement Survivor Annuity, provided that upon your death:

- You had at least fifteen (15) Pension Credits for which contributions were required to be made to the Plan;[1] and
- If you were married (i) to the same Spouse on both your pension starting date and your date of death, and (ii) you were married to this same Spouse for at least two (2) years prior to your death.

The Spouse's Pension is available for Participants whose pension commenced (or who had died prior to Retirement) on or after July 1, 1982. For more details on a Spouse's Pension, refer to its description under PRERETIREMENT DEATH BENEFITS below.

[1] If you are a Pro-Rata Pensioner, then your Spouse will be entitled to a Spouse's Pension only if the last fifteen (15) years of Pension Credits were earned under this Plan.

SOCIAL SECURITY LEVEL INCOME OPTION

If you are eligible for a Pension other than a Disability Pension, and retire after age 52 but before age 62 or your Social Security Retirement Age, you may elect to have your benefit actuarially adjusted so that you receive a higher monthly pension. That higher monthly amount is estimated to be equal to the combined monthly benefit you would be eligible to receive from the Plan and from the SSA once you attain age 62 or your Social Security Retirement Age. Once you attain age 62 or your Social Security Retirement Age, your monthly benefit from the Plan is reduced by the estimated SSA benefit, but you will begin to receive your actual SSA benefit. The total of the two benefits should be approximately the same as what you were previously receiving. This form of benefit enables you to receive an approximately level monthly income for life.

If you choose the Social Security Level Income Option, the following conditions apply:

- You may request the Fund Office to estimate the benefit amount under the Level Income Option based on your age and years of Pension Credits;
- The Social Security Level Income Option cannot be elected if the reduced amount payable from the Pension Fund would result in a monthly benefit of less than $20;
- Once you choose the Social Security Level Income Option and payments commence, as with any benefit payment option, the Social Security Level Income Option cannot be revoked.

The amount of the increase of your monthly Retirement benefit until you reach age 62 or your Social Security Retirement Age, is based on actuarial factors as determined periodically by interest rates and mortality tables set by law.

For example, Helen is age 60 and eligible for an Early Retirement Pension of $1,466 per month. If she wants to increase her benefit payments until she reaches age 62 or 65 when she can start receiving Social Security, she may do so by electing this option. Upon reaching either age 62 or 65, her benefit will then be reduced to account for the Social Security payments she will be receiving. If Helen wants higher monthly benefit payments until she reaches age 62, her benefit will be calculated as follows (based on actuarial factors that are updated periodically):

1) $600 (estimated Social Security amount) X .8570 = $514.20
2) $514.20 + $1,466 (Helen's Early Retirement Pension) = $1,980.20

Helen's monthly payment until she reaches age 62 will be $1,980.20. Upon reaching age 62, her monthly benefit will be reduced by the amount of her Social Security payment ($600) to $1,380.20. Her total monthly benefit will continue to be $1,980.20.

If Helen would like higher monthly payments until she reaches age 65, her benefit will be calculated as follows:

3) $800 (estimated Social Security amount) X .6705 = $536.40
4) $536.40 + $1,466 (Helen's Early Retirement Pension) = $2,002.40

5) Helen's monthly payment until she reaches age 65 will be $2,002.40. Upon reaching age 65, her monthly benefit will be reduced by the amount of her Social Security payment ($800) to $1,202.40. Her total monthly benefit will continue to be $2,002.40.

Refer to Plan Document Section 3.14(b) for Social Security Retirement Ages and the actuarial adjustments to your projected Social Security benefit for this option.

SMALL BENEFIT LUMP SUM PAYMENTS

If the actuarial value of your pension payable under the Plan is $1,000 or less, the only form of benefit payable is a lump sum. If the actuarial equivalent value of your pension payable under the Plan is between $1,000 and $5,000, you may elect to receive your benefit as a lump sum. Lump-sum payments are taxable distributions if paid directly to you or your beneficiary. If you are eligible for a lump-sum payment from the Plan, you may defer receiving the taxable distribution by rolling over the taxable portion of your distribution to an eligible retirement plan (if that plan accepts rollovers). To be considered an eligible retirement plan, a plan must accept eligible rollover distributions and be:

- An individual retirement account or annuity under Internal Revenue Code Section 408(a) or (b);
- An annuity plan or contract under Internal Revenue Code Section 403(a) or (b);
- A qualified pension trust under Internal Revenue Code Section 401(a);
- A Roth IRA or individual retirement annuity under Internal Revenue Code Section 408(a); or
- An eligible plan under Internal Revenue Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that agrees to separately account for amounts transferred from this Plan into such plan.

The above also applies in the case of a distribution to (i) a surviving Spouse, (ii) to a Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relations Order (QDRO), and (iii) a designated non-Spouse beneficiary, provided the direct rollover is to what is called an "inherited IRA".

PRE-RETIREMENT DEATH BENEFITS

If, you are eligible for a pension, you were married at the time of your death (and your Spouse met the definition of a Qualified Spouse as of your pre-retirement date of death), and you die before your pension start date, your Spouse may receive a surviving Spouse Pension for the remainder of his or her lifetime. The amount, start date, and duration of a surviving Spouse Pension depend upon your marital and vesting status at the time of your death and your age.

If you were not vested as of the time of your death, there will be no survivor benefits payable to anyone.

Spouse's Pension (In lieu of the Pre-Retirement Surviving Spouse Pension). If at the time of your death you have at least fifteen (15) Pension Credits for which contributions have been received by the Plan, and you have been married to your Spouse, at the time of your death, for at least two (2) years, then your surviving Spouse will receive:

- Spouse of Pensioners: An amount equal to the amount you would have received if you had Retired on the date of your death, payable immediately, but calculated as if you were at least age 52 when you died. If you die following the date you Retired, then a Spouse's Pension will pay your Spouse the same amount (other than the Social Security Level Income Option amount) that you were receiving as of your post-retirement death.
- Spouse of Pensioners with Social Security Level Income Option: The amount payable will be the amount determined before the Social Security Level Income Option was calculated.

The Spouse's Pension is payable to your surviving Spouse for the remainder of your surviving Spouse's life or until your surviving Spouse remarries. If your surviving Spouse dies before a total of sixty (60) monthly payments have been paid to your surviving Spouse (or you and your surviving Spouse), the remaining payments up to sixty (60) will be paid to any surviving dependent children. If your surviving Spouse remarries, the Spouse's Pension will be re-calculated and be payable under the terms of the 50% Joint and Survivor Pension, and your surviving Spouse will receive the re-calculated amount under that form for the rest of his/her life.

If you and your surviving Spouse were not married for at least two (2) years as of the date of your death, your surviving Spouse may be eligible for either the minimum number of pension payments described below under ALTERNATIVE PRE-RETIREMENT DEATH BENEFIT, or the 50% Joint and Survivor Pension described above, unless rejected by the Participant with spousal consent as witnessed by a notary.

Qualified Pre-Retirement Surviving Spouse Pension. If you die when you were eligible for a pension (other than a Disability Pension), but before you retired and were not yet eligible for a Spouse's Pension, your surviving Spouse shall receive the Qualified Pre-Retirement Surviving Spouse Pension. Under the Qualified Pre-Retirement Surviving Spouse Pension your surviving Qualified Spouse will receive a monthly benefit for life equal to 50% of the monthly amount you would have received if you had Retired on the day before your death, as long as you and your Qualified Spouse were married to each other for the 12-consecutive month period that ended immediately before your death. However, the pension will not be paid to your Qualified Spouse until the earliest date you could have Retired (except on a Disability Pension), based on your Years of Vesting Service or years of Pension Credits, and if your Qualified Spouse dies before that date, there will be no benefit payable. The Pre-Retirement Surviving Spouse benefit amount will be based on your age (1) when you died (unless you had stopped working in Covered Employment before, in which case, the benefit will be determined as of the date you last performed Covered Employment) or (2) when you would have been eligible to begin to receive your pension, if later. The benefit will also be adjusted for the 50% Joint and Survivor Pension form of payment. Your surviving Qualified Spouse may elect in writing to delay payment of the Pre-Retirement Surviving Spouse Pension to a date that is no later than the first of the month on or immediately before the date on which you would have reached age 70½ or, if later, December of the year of your death. Note, that if you are divorced, your former Spouse may be entitled to this benefit pursuant to a QDRO, even if you are married to someone else when you die.

ALTERNATIVE PRE-RETIREMENT DEATH BENEFIT (MINIMUM NUMBER OF PAYMENTS)

If as of the time of your death, you had not yet commenced receipt of any pension under the Plan, but you were entitled to commence either a Service, Regular, or Early Retirement Pension, or you had achieved vested status under the Plan, a monthly benefit will be payable to your designated Beneficiary for a period of sixty (60) months. The amount of this alternative death benefit will be the same as the Service, Regular, or Early Retirement Pension benefit that you were entitled to receive as of your death; or the Vested Pension if you had achieved vested status, If you had not attained age 52 as of your death, then your Beneficiary will receive sixty (60) months based on what your benefit would have been at age 52, based on the number of your Pension Credits at the time of your death.

Your Beneficiary must file a claim with the Fund Office for the Alternate Pre-Retirement Death Benefit, and payment of the sixty (60) months must commence no later than one (1) year following your death; unless, your Beneficiary is your surviving Qualified Spouse. Your surviving Qualified Spouse may file a written election with the Fund Office to defer payment of this pre-retirement death benefit until a date no later than the April 1st of the calendar year immediately following the calendar year you would have attained the age of 70½.

PENSIONER DEATH BENEFIT

A $5,000 Death Benefit will be paid to your designated Beneficiary if you have at least twenty-five (25) years of Pension Credits and are receiving a Service or Regular Pension when you die. The Pensioner Death Benefit shall be paid unless you were eligible for life insurance under the Local 282 Welfare Trust Fund. For Pro-Rata Pensioners, the Pensioner Death Benefit is payable only if you last worked in Covered Employment under this Plan before your death. This Death Benefit will be paid to a designated Beneficiary in addition to any other benefits payable by the Plan. If no Beneficiary has been designated or the designated Beneficiary dies before the Pensioner, the Trustees may pay an undertaker or another third party who, in the discretion of the Trustees, is equitably entitled to be reimbursed for burial of the Pensioner, up to $5,000, upon presentation to the Trustees of a satisfactory bill or other proof of the burial expenses. The remaining amount, if any, will be paid to the Pensioner's estate.

The Pensioner Death Benefit shall be reduced by any overpayment of pension benefits erroneously made to or on behalf of the Pensioner.

BENEFICIARY DESIGNATION

You may designate any person you wish as your Beneficiary on a form provided by the Fund Office and filed with the Fund Office. You may change your Beneficiary designation at any time before you Retire. If you are married and electing a form other than the 50% or 75% Joint and Survivor Pension, your Qualified Spouse's notarized consent must be provided on the form if you designate a Beneficiary other than your Qualified Spouse. If you are not married and do not designate a Beneficiary, the person you have last named as your Beneficiary for purposes of the life insurance benefit under the Local 282 Welfare Trust Fund shall be deemed your Beneficiary for purposes of this Plan. If you are not married (or if you are not married long enough for your Spouse to qualify for the Qualified Pre-Retirement Survivor Annuity) and you do not have a Beneficiary for life insurance purposes or under this Plan, any payments to which your Beneficiary would be due may be made to your Spouse or such other object of your natural bounty as the Trustees may, in their discretion, determine.

APPLYING FOR BENEFITS

FILING AN APPLICATION; FALSE INFORMATION BY APPLICANT OR EMPLOYER; ESTABLISHING CREDIT FOR UNREPORTED HOURS

To make sure your benefit payments are not delayed, you must file an application at least one month before the date you want benefit payments to begin. The rules of the Plan require that your application be filed in advance, and you are urged to file as soon as you decide on your intended retirement date. Early filing will avoid delay in the processing of your application and payment of benefits. Application forms are available from the Fund Office.

Failure to comply with the Fund Office procedures, failure to fully complete the entire application, and/or to supply the Trustees upon request with information or proof reasonably required to determine your benefit could result in delays in the payment of your benefit or in the denial of your application.

If a claimant makes a willfully false statement material to his or her application or furnishes fraudulent information or proof, material to his or her claim, benefits not Vested under this Plan may be denied, suspended, or discontinued. The Trustees shall have the right to recover any benefit payments made in reliance on any willfully false or fraudulent statement, information, or proof submitted by a Participant, Pensioner, Spouse or Beneficiary.

An Employee's acceptance of payment in cash or otherwise from an Employer for Hours of Service in Covered Employment that have not been reported to the Fund, where the Employee knew or should have known that the hours would not be reported, shall constitute sufficient reason for the Trustees, in their discretion, to deny, discontinue, suspend, reduce, or otherwise impair the Employee's or Pensioner's non-Vested benefits and those provided to his or her Beneficiaries.

INTERPRETATION AND STANDARD OF PROOF; TRUSTEES' DISCRETION

The Trustees have sole discretion and authority to interpret and apply the Plan and Trust documents, and to determine the applicable standard of proof required in any case, and the decisions of the Trustees shall be final and binding on all parties. The Trustees have discretionary authority to construe the terms of any Plan document, including this SPD and to decide all matters arising in connection with the operation or administration of the Plan, including specifically, but not limited to the right to determine Participant's eligibility, Pension Credits, type and effective date of benefits, survivors' rights, Beneficiary designations, marital status and disability claims. All such determinations and interpretations shall be final and binding upon all Participants, beneficiaries and other individuals who may claim benefits from the Fund, subject to the appeals procedures set forth below. Trustees' decisions shall be given the greatest amount of deference in all courts of law and shall not be overturned or set aside unless found to be arbitrary and capricious or made in bad faith.

IF YOUR APPLICATION IS DENIED IN GENERAL

Within ninety (90) days of receipt of a written claim for benefits (other than for a Disability Pension), the Trustees must provide a written notice if a claim has been wholly or partially denied. Under special circumstances, an extension of time for up to ninety (90) days may be required. If the extension is needed, the Trustees shall provide written notice to you prior to the end of the initial 90-day period and shall describe the special circumstances requiring the extension of time and the date when a decision will be made.

DISABILITY PENSION

If you are denied a Disability Pension because you did not receive a disability award from the SSA, then your appeal must be to the SSA, not the Trustees.

If you were denied a Disability Pension on a claim prior to April 1, 2018, please refer to the 2012 SPD for your appeal rights.

RIGHT TO AN AUTHORIZED REPRESENTATIVE

You can appoint an authorized representative to act on your behalf in filing a claim and seeking a review of a denied claim. You must, however, notify the Trustees in advance in writing of the name, address, and phone number of the authorized representative.

REVIEW OF DOCUMENTS

Upon request and free of charge, you or your duly authorized representative will be allowed to review relevant documents and submit issues and comments to the Trustees in writing. A document, record or other information is “relevant” and is required to be made available to you only if it:

- was relied upon by the Trustees in making the benefit determination;
- was submitted, considered, or generated in the course of making the benefit determination;
- demonstrates compliance with the Plan’s administrative processes and safeguards required under federal law.

RIGHT TO APPEAL

Within (sixty) 60 days after receiving a notice of denial for any pension benefit, you or your authorized representative may appeal the denial to the Board of Trustees. An appeal must be in writing and must state, in clear and concise terms, the reason or reasons for disputing the denial, and be accompanied by any pertinent or relevant document or material not already furnished to the Fund. The Board of Trustees or the subcommittee appointed by the Board of Trustees will review all appeals.

Failure to file an appeal from the denial within the 60-day period from the notice of the denial will constitute a waiver of your right to a review of the denial. However, the Board of Trustees may relieve you of such waiver for good cause shown, provided application for relief is made within one year after the date shown on the notice of denial.

In addition to your right to appeal any notice of denial that you receive on a claim for benefits under the Plan, you are entitled to appeal your credited number of Pension Credits in a benefit statement, within the two (2) years immediately following the date of the challenged benefit statement. As previously noted on page 9 above in this SPD under the topic of **PENSION CREDIT**, starting with the date of your 2019 Benefit Statement, you will have two (2) years to challenge your reported Pension Credits as of January 31, 2019, For subsequent benefit statements for Plan Years ending after January 31, 2019, you will have a period of two (2) years from the date of each succeeding benefit statement to challenge the accuracy of your additional Pension Credits reported.

NOTE: If you do not submit an inquiry regarding the reported Pension Credits and Vesting Service shown on your benefit statements, you will not be able to claim that you were entitled to additional Pension Credits, or years of Vesting Service, in connection with your application for a pension. If you do not submit the applicable information supporting additional Covered Employment (or contiguous employment for years of Vesting Service) for which you believe you should receive Pension Credits and/or Vesting Service within the two years of receiving the applicable benefit statement, you will not be able to claim additional Pension Credits or years of Vesting Service as part of any appeal you may wish to pursue when you apply for your pension.

REVIEW OF APPEAL

The Board of Trustees or the subcommittee appointed by the Board of Trustees shall make its decision on any appeal at its next regularly scheduled Trustees meeting if the appeal is received by the Fund at least thirty (30) days before the meeting. If the appeal is received by the Trustees less than thirty (30) days before their next regularly scheduled meeting, the appeal will be considered at the second meeting following the Fund's receipt of the request for review. If special circumstances require an extension of time for reviewing the appeal, the appeal shall be considered during the third regularly scheduled Trustees meeting following receipt of the appeal. In the event an extension is required due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification is sent to you until the date on which you respond to the request for additional information. The Trustees' written decision on appeal will be sent to you no later than five (5) days after the decision is made.

If the Trustees deny the appeal, the notice of the decision will include specific reasons for the decision, and will cite the specific Plan provisions on which the decision is based. The notice will also include a statement indicating that you or your authorized representative is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits and a statement explaining your right to bring a civil lawsuit under ERISA following an adverse benefit determination upon your appeal. The decision will also include a statement of your right to bring a civil action under ERISA Section 502(a) of ERISA.

If the Board of Trustees rules in your favor on the appeal, this ruling will be binding and conclusive. If the Board of Trustees rules against your appeal, the ruling will also be binding and conclusive unless you start legal proceedings challenging the Board's ruling. Any such legal proceedings must be brought within one (1) year of the Trustees' decision on your appeal, and only after you have exhausted the Plan's appeal procedures.

RECEIVING YOUR PENSION BENEFIT

Generally, you should begin receiving your pension benefit on the first day of the month following the month you submit your application, assuming you are Retired, and at least thirty (30) days after you receive all the information about your benefit options. You (together with your Spouse, if you are married) may, however, elect to waive the 30-day notice period, in which case you can start receiving your benefits seven (7) days after you get the written explanation.

You may choose to delay the start date of your benefit payments, but not beyond the April 1st following the calendar year in which you turn age 70½. If you Retire before Normal Retirement Age, but delay the start of your benefits until after your Normal Retirement Age, the amount of your monthly benefit will be increased for any months between Normal Retirement Age and the start date for which the benefits were not suspended. The increase will be 1% per month for the first 60 months after Normal Retirement Age, and 1.5% for each month thereafter. If you retire after Normal Retirement Age, the adjustment will be from the date you retired.

Your benefit must begin by that April 1, even though you may still be working in Covered Employment. If you do not file a completed application for benefits to commence by this required start date, the Fund will pay your benefits as of that date in the form of a Qualified 50% Joint and Survivor Pension (assuming you are married at least one year by that date and that the husband is at least three years older than the wife), and with applicable tax withholdings. Once these benefits begin, you may change the form to a single life annuity only if you prove that you were not married for at least the year before payments began. If you are married, you may also prove the actual ages of you and your Qualified Spouse and obtain a future adjustment of the amounts being paid to reflect the actual ages. Pension payments will end with your death, unless you are receiving a joint and survivor or the 60-month guarantee form of benefit and there are payments to be made to the survivor.

ABOUT RETIREMENT AND SUSPENSION OF BENEFITS

RETIREMENT

To be considered Retired, you must terminate employment with any and all Employers that were required to contribute to the Fund on your behalf, including work that is not covered by a Collective Bargaining Agreement with such an Employer, and work with any of the Employer's related companies. You cannot start to receive a pension from the Fund until you Retire, unless you continue working past the April 1st following your attainment of age 70½, as described above. (Note that pension benefits are not payable for any month for which you receive short-term disability payments from the Local 282 Welfare Trust Fund.)

If you Retire and start receiving a monthly pension, and then return to certain types of employment (called "Disqualifying Employment"), as described below, your monthly benefits may be suspended in accordance with the rules described below. If you continue to work for Employers past your Normal Retirement Age, your pension is considered to be suspended even though you never started to receive monthly payments. You will receive a notice of suspension as described below.

DISQUALIFYING EMPLOYMENT

The definition of Disqualifying Employment depends on whether you are younger or older than Normal Retirement Age. Before Normal Retirement Age, Disqualifying Employment is any employment or self-employment in a job classification covered by any collective bargaining agreement of Local 282 that is performed in New York City, Nassau County, Suffolk County, Westchester County or New Jersey, regardless of whether such work is performed for a Union or non-union employer or on a self-employed basis.

After Normal Retirement Age, Disqualifying Employment is employment or self-employment that is (a) in an industry covered by the Plan; (b) in a geographic area covered by the Plan at the time your pension distribution begins; and, (c) in any occupation in which you worked and were covered by the Plan or in any other occupation covered by the Plan at the time your pension distribution begins. However, if you worked only in a skilled trade or craft, you will be disqualified only if the work involves using that skill or trade or supervising others who use it. In addition, Disqualifying Employment also includes work in Covered Employment for at least forty (40) hours in a month.

The Trustees may waive a period of suspension in benefits for good cause.

NON-DISQUALIFYING EMPLOYMENT

You may work in any other employment which is not Disqualifying Employment and earn any amount in these jobs without resulting in the suspension of your benefits.

SUSPENSION OF BENEFITS

If you have not yet reached Normal Retirement Age, your monthly benefit will be suspended for any month in which you work in Disqualifying Employment.

If you have reached Normal Retirement Age, your pension will be suspended for each month you worked in or were paid for Disqualifying Employment for at least forty (40) hours. You will be considered to be paid for the day if you are paid for at least one hour of work or non-work time performed on or attributed to that day. Paid non-work time includes vacation, holiday, illness, layoff, jury duty or other leave of absence.

If you need assistance in determining whether a job is considered to be Disqualifying Employment, please contact the Fund Office.

NOTICE TO PARTICIPANTS

When you reach Normal Retirement Age or upon the commencement of your pension payments, the Trustees will notify you of the Plan's rules regarding suspension of benefits. The Trustees will also notify you during the first month in which your benefits are suspended, describing the specific reasons for the suspension, and including a copy of the relevant provisions of the Plan and a reference to the federal regulations governing suspension of benefits, as well as a description of your right to appeal the suspension. If you received pension payments that should have been suspended because you failed to notify the

Fund of your reemployment (as described below), the suspension notice will also describe the overpayment and how the Trustees will recover it.

NOTIFICATION OF YOUR WORK IN DISQUALIFYING EMPLOYMENT

It is your responsibility to inform the Fund Office, in writing, within thirty (30) days after you begin working in Disqualifying Employment. If you are working in Disqualifying Employment and fail to inform the Fund Office, the Trustees will presume that you are working for at least forty (40) hours a month until you notify them that you are no longer working in Disqualifying Employment or (if you are over Normal Retirement Age) that you are working fewer than forty (40) hours in a month.

RESUMPTION OF BENEFIT PAYMENTS

If you stop work in Disqualifying Employment, your benefit payments will be resumed beginning no later than the third month after the last month for which your benefits were suspended. You must notify the Fund Office when your Disqualifying Employment has ended. The monthly amount shall be determined based on your age when the benefits resume, but adjusted to reflect the months for which you previously received benefits to which you were entitled. The resumed amount may also be adjusted for the form of benefit in effect. If you return to work and earn additional Pension Credit, the amount of your benefit may be further adjusted in accordance with the following rules.

If you return to Covered Employment and earn at least five (5) years of Pension Credit, your Pension benefit will be recalculated based on the total of your Pension Credits, including any additional Pension Credits earned during your reemployment. But, if you earn less than five (5) years of Pension Credit during your reemployment, your resumed pension amount will be equal to the sum of two amounts, the first of which is based upon Pension Credits earned prior to your initial retirement at the benefit level in effect on your initial retirement date, and the second of which is based on the Pension Credits earned after your return to Covered Employment at the benefit level in effect at the time of your subsequent retirement.

PAYMENTS THAT SHOULD HAVE BEEN SUSPENDED

If you were paid a pension during any month in which your benefits should have been suspended under the above rules, the Plan will deduct that amount from your future benefit payments once your payments from the Plan resume. The Plan may withhold up to 100% of your first pension payment upon resumption, which may include the first three months of resumed pension payments. Thereafter, the Plan may withhold no more than 25% of your monthly pension amount until the total overpayment is recovered. If you die before the Plan can recoup the entire amount of payments made while you worked in Disqualifying Employment, the benefit payments to your surviving Spouse or beneficiary, if any, will be offset as well until the overpayment is completely recovered.

REVIEW OF SUSPENSION

If your Pension Benefits are suspended, or you are advised by the Fund Office that work that you are contemplating will be Disqualifying Employment, you have the right to appeal the determination to the Trustees by filing a written appeal within one-hundred eighty (180) days of the suspension or Disqualifying Employment notice. The appeal shall be considered by the Trustees in accordance with the appeals procedures described above.

MISCELLANEOUS

NON-ASSIGNMENT OF BENEFITS AND QDROS

Benefits cannot be assigned, sold, transferred or pledged as a security for a loan. Furthermore, they are not subject to attachment or execution under any decree of a court or action with the exception of a QDRO. A QDRO is a court order under domestic relations law assigning all or part of your pension benefits to your former Spouse, your child, or other dependent, to provide child support, alimony payments and/or property rights to your former Spouse. A copy of the Plan's QDRO procedures is available free of charge from the Fund Office upon request.

Notwithstanding the foregoing, the Trustees may offset future benefits due to you to recover any overpayment, plus interest, previously made to you. In addition, the Trustees may initiate a lawsuit or take other legal action as may be necessary to recover any overpayment, plus interest and costs.

INCOMPETENCE OR INCAPACITY OF PENSIONER OR BENEFICIARY

If the Trustees determine that you are unable to care for your affairs because of a mental or physical incapacity, the Trustees may, in their discretion, apply any payment due to you or your beneficiary to your or your beneficiary's maintenance and support, or may pay such amount to such person as the Trustees, in their discretion, find to be an object of your or your beneficiary's natural bounty, unless prior to making such payment, a claim has been made by your or your beneficiary's legally appointed guardian, committee, or other legal representative.

FORWARDING ADDRESS

You should keep the Fund Office informed of your current address in order to make sure you receive notices and any benefits to which you may be entitled.

AMENDMENT AND TERMINATION OF THE PLAN

Although the Trustees intend to continue the Plan indefinitely, they reserve the right, in their sole and absolute discretion, to amend the Plan at any time to increase, reduce or change Plan benefits, including imposing special conditions on benefit levels or eligibility requirements of employees of Employers who negotiate changes in their contribution rates, or to terminate the Plan in accordance with the Trust Agreement and applicable law. If the Plan terminates, any benefit you have accrued at that time will become nonforfeitable to the extent then funded and subject to applicable law. The amount of your benefit, if any, may depend on the Plan's assets, the terms of the Plan and the benefit guarantee provided by the Pension Benefit Guaranty Corporation, as described below.

PENSION BENEFIT GUARANTY CORPORATION (PBGC)

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $11 of the monthly benefit accrual rate and (2) 75% of the next $33. The PBGC's maximum guarantee limit is $35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than five (5) years at the earlier of: (i) The date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and five (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT

As a Plan Participant, you are entitled to certain rights and protections under the Employment Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

- Examine, without charge, at the Fund Office, and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (formerly, Pension and Welfare Benefit Administration).

- Obtain**,** upon written request to the plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 62) and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefits plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for a pension benefit is denied or ignored, in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the Publications hotline of the Employee Benefits Security Administration toll-free at 1-866-444-3271 or visiting EBSA's website at http://www.dol.gov/ebsa.

ADMINISTRATIVE INFORMATION

Normally, the Fund Office should be able to help you resolve any problem you might have about your rights to benefits. The Fund Office phone number is (516) 488-2822. All Plan documents and other related information are available if you wish to study these materials.

If, for some reason, it becomes necessary to contact the Department of Labor, you will need the following information to properly identify your Plan.

Official Name Of Plan	Local 282 Pension Trust Fund
Plan Number	001
Type Of Plan	Defined Benefit Pension Plan
Plan Funding	Employer contributions and investment earnings are held in a trust fund to provide benefits and pay the administrative expenses incurred in administering the Plan.
Name Of Sponsor	The Board of Trustees of the Local 282 Pension Trust Fund, 2500 Marcus Ave., Lake Success, NY 11042
Participating Employers	The Fund Office has a list of contributing Employers and will provide you, upon written request, with names and addresses of Employers. You may also request the Fund Office in writing to send you or make available to you for examination at the Fund Office during normal business hours a copy of any Collective Bargaining Agreement.
Taxpayer Identification Number (EIN)	11-6245313
Plan Year	February 1- January 31
Plan Fiscal Year	March 1- February 28 (29)
Effective Date	This Plan became effective December 2, 1955, and has been restated several times, to comply with the requirements of law. The most recent restatement was effective February 1, 2014, and has been amended thereafter.
Plan Administrator	The Board of Trustees (516) 488-2822 2500 Marcus Ave., Lake Success, NY 11042
Agent For Legal Process Service	Service of legal process may be made upon a Plan Trustee or the Plan Administrator at the address listed above.

APPENDIX

Before 7-1-2009		As of 7-1-2009		As of 7-1-2010		As of 7-1-2011	
Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit
$0.10	$1.30	$0.12	$1.30	$0.14	$1.30	$0.16	$1.30
$0.20	$3.70	$0.24	$3.70	$0.28	$3.70	$0.33	$3.70
$0.30	$5.90	$0.35	$5.90	$0.42	$5.90	$0.49	$5.90
$0.40	$8.35	$0.47	$8.35	$0.56	$8.35	$0.66	$8.35
$0.50	$10.70	$0.59	$10.70	$0.70	$10.70	$0.82	$10.70
$0.60	$13.00	$0.71	$13.00	$0.84	$13.00	$0.99	$13.00
$0.655	$14.30	$0.77	$14.30	$0.912	$14.30	$1.076	$14.30
$0.70	$15.35	$0.83	$15.35	$0.97	$15.35	$1.15	$15.35
$0.80	$17.60	$0.94	$17.60	$1.11	$17.60	$1.31	$17.60
$0.90	$20.10	$1.06	$20.10	$1.25	$20.10	$1.48	$20.10
$1.00	$22.40	$1.18	$22.40	$1.39	$22.40	$1.64	$22.40
$1.10	$24.65	$1.30	$24.65	$1.53	$24.65	$1.81	$24.65
$1.14	$25.75	$1.35	$25.75	$1.59	$25.75	$1.87	$25.75
$1.20	$27.05	$1.42	$27.05	$1.67	$27.05	$1.97	$27.05
$1.30	$29.45	$1.53	$29.45	$1.81	$29.45	$2.14	$29.45
$1.40	$31.80	$1.65	$31.80	$1.95	$31.80	$2.30	$31.80
$1.465	$33.30	$1.73	$33.30	$2.040	$33.30	$2.407	$33.30
$1.47	$33.45	$1.73	$33.45	$2.05	$33.45	$2.42	$33.45
$1.50	$34.10	$1.77	$34.10	$2.09	$34.10	$2.46	$34.10
$1.52	$34.55	$1.79	$34.55	$2.12	$34.55	$2.50	$34.55
$1.57	$36.65	$1.85	$36.65	$2.19	$36.65	$2.58	$36.65
$1.575	$35.90	$1.86	$35.90	$2.193	$35.90	$2.588	$35.90
$1.60	$36.50	$1.89	$36.50	$2.23	$36.50	$2.63	$36.50
$1.63	$37.10	$1.92	$37.10	$2.27	$37.10	$2.68	$37.10
$1.70	$38.75	$2.01	$38.75	$2.37	$38.75	$2.79	$38.75
$1.72	$39.30	$2.03	$39.30	$2.39	$39.30	$2.83	$39.30
$1.75	$40.00	$2.07	$40.00	$2.44	$40.00	$2.88	$40.00
$1.80	$41.10	$2.12	$41.10	$2.51	$41.10	$2.96	$41.10
$1.82	$41.55	$2.15	$41.55	$2.53	$41.55	$2.99	$41.55
$1.90	$43.55	$2.24	$43.55	$2.65	$43.55	$3.12	$43.55
$2.00	$45.80	$2.36	$45.80	$2.78	$45.80	$3.29	$45.80
$2.10	$48.20	$2.48	$48.20	$2.92	$48.20	$3.45	$48.20
$2.20	$50.45	$2.60	$50.45	$3.06	$50.45	$3.61	$50.45
$2.30	$52.80	$2.71	$52.80	$3.20	$52.80	$3.78	$52.80
$2.35	$54.05	$2.77	$54.05	$3.27	$54.05	$3.86	$54.05
$2.40	$55.25	$2.83	$55.25	$3.34	$55.25	$3.94	$55.25
$2.48	$57.10	$2.93	$57.10	$3.45	$57.10	$4.07	$57.10
$2.50	$57.55	$2.95	$57.55	$3.48	$57.55	$4.11	$57.55

Before 7-1-2009		As of 7-1-2009		As of 7-1-2010		As of 7-1-2011	
Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit
$2.57	$59.20	$3.03	$59.20	$3.58	$59.20	$4.22	$59.20
$2.60	$59.85	$3.07	$59.85	$3.62	$59.85	$4.27	$59.85
$2.6025	$59.90	$3.07	$59.90	$3.6237	$59.90	$4.2760	$59.90
$2.68	$61.75	$3.16	$61.75	$3.73	$61.75	$4.40	$61.75
$2.70	$62.25	$3.19	$62.25	$3.76	$62.25	$4.44	$62.25
$2.80	$64.50	$3.30	$64.50	$3.90	$64.50	$4.60	$64.50
$2.8025	$64.65	$3.31	$64.65	$3.9022	$64.65	$4.6046	$64.65
$2.82	$65.05	$3.33	$65.05	$3.93	$65.05	$4.63	$65.05
$2.8525	$65.85	$3.37	$65.85	$3.9718	$65.85	$4.6867	$65.85
$2.90	$67.00	$3.42	$67.00	$4.04	$67.00	$4.76	$67.00
$2.93	$67.70	$3.46	$67.70	$4.08	$67.70	$4.81	$67.70
$2.95	$68.15	$3.48	$68.15	$4.11	$68.15	$4.85	$68.15
$3.00	$69.25	$3.54	$69.25	$4.18	$69.25	$4.93	$69.25
$3.05	$70.40	$3.60	$70.40	$4.25	$70.40	$5.01	$70.40
$3.08	$71.10	$3.63	$71.10	$4.29	$71.10	$5.06	$71.10
$3.10	$71.55	$3.66	$71.55	$4.32	$71.55	$5.09	$71.55
$3.20	$73.95	$3.78	$73.95	$4.46	$73.95	$5.26	$73.95
$3.30	$76.25	$3.89	$76.25	$4.59	$76.25	$5.42	$76.25
$3.40	$78.65	$4.01	$78.65	$4.73	$78.65	$5.59	$78.65
$3.50	$80.95	$4.13	$80.95	$4.87	$80.95	$5.75	$80.95
$3.55	$82.15	$4.19	$82.15	$4.94	$82.15	$5.83	$82.15
$3.60	$83.30	$4.25	$83.30	$5.01	$83.30	$5.91	$83.30
$3.65	$84.45	$4.31	$84.45	$5.08	$84.45	$6.00	$84.45
$3.70	$85.60	$4.37	$85.60	$5.15	$85.60	$6.08	$85.60
$3.80	$88.00	$4.48	$88.00	$5.29	$88.00	$6.24	$88.00
$3.90	$90.40	$4.60	$90.40	$5.43	$90.40	$6.41	$90.40
$3.95	$91.55	$4.66	$91.55	$5.50	$91.55	$6.49	$91.55
$4.00	$92.70	$4.72	$92.70	$5.57	$92.70	$6.57	$92.70
$4.05	$93.35	$4.78	$93.35	$5.64	$93.35	$6.65	$93.35
$4.10	$94.05	$4.84	$94.05	$5.71	$94.05	$6.74	$94.05
$4.15	$94.70	$4.90	$94.70	$5.78	$94.70	$6.82	$94.70
$4.20	$95.35	$4.96	$95.35	$5.85	$95.35	$6.90	$95.35
$4.25	$96.05	$5.02	$96.05	$5.92	$96.05	$6.98	$96.05
$4.30	$96.70	$5.07	$96.70	$5.99	$96.70	$7.07	$96.70
$4.35	$97.35	$5.13	$97.35	$6.06	$97.35	$7.15	$97.35
$4.40	$98.05	$5.19	$98.05	$6.13	$98.05	$7.23	$98.05
$4.45	$98.70	$5.25	$98.70	$6.20	$98.70	$7.31	$98.70
$4.50	$99.35	$5.31	$99.35	$6.27	$99.35	$7.39	$99.35
$4.55	$100.05	$5.37	$100.05	$6.34	$100.05	$7.48	$100.05
$4.60	$100.07	$5.43	$100.07	$6.41	$100.07	$7.56	$100.07

Before 7-1-2009		As of 7-1-2009		As of 7-1-2010		As of 7-1-2011	
Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit
$4.65	$101.35	$5.49	$101.35	$6.47	$101.35	$7.64	$101.35
$4.70	$102.05	$5.55	$102.05	$6.54	$102.05	$7.72	$102.05
$4.75	$102.70	$5.61	$102.70	$6.61	$102.70	$7.80	$102.70
$4.80	$103.35	$5.66	$103.35	$6.68	$103.35	$7.89	$103.35
$4.85	$104.05	$5.72	$104.05	$6.75	$104.05	$7.97	$104.05
$4.90	$104.70	$5.78	$104.70	$6.82	$104.70	$8.05	$104.70
$4.95	$105.35	$5.84	$105.35	$6.89	$105.35	$8.13	$105.35
$5.00	$106.05	$5.90	$106.05	$6.96	$106.05	$8.22	$106.05
$5.05	$106.70	$5.96	$106.70	$7.03	$106.70	$8.30	$106.70
$5.10	$107.35	$6.02	$107.35	$7.10	$107.35	$8.38	$107.35
$5.15	$108.05	$6.08	$108.05	$7.17	$108.05	$8.46	$108.05
$5.20	$108.70	$6.14	$108.70	$7.24	$108.70	$8.54	$108.70
$5.25	$109.35	$6.20	$109.35	$7.31	$109.35	$8.63	$109.35
$5.30	$110.05	$6.25	$110.05	$7.38	$110.05	$8.71	$110.05
$5.35	$110.70	$6.31	$110.70	$7.45	$110.70	$8.79	$110.70
$5.40	$111.35	$6.37	$111.35	$7.52	$111.35	$8.87	$111.35
$5.45	$112.05	$6.43	$112.05	$7.59	$112.05	$8.95	$112.05
$5.50	$112.70	$6.49	$112.70	$7.66	$112.70	$9.04	$112.70
$5.55	$113.35	$6.55	$113.35	$7.73	$113.35	$9.12	$113.35
$5.60	$114.05	$6.61	$114.05	$7.80	$114.05	$9.20	$114.05
$5.65	$114.70	$6.67	$114.70	$7.87	$114.70	$9.28	$114.70
$5.70	$115.35	$6.73	$115.35	$7.94	$115.35	$9.37	$115.35
$5.75	$116.05	$6.79	$116.05	$8.01	$116.05	$9.45	$116.05
$5.80	$116.70	$6.84	$116.70	$8.08	$116.70	$9.53	$116.70
$5.85	$117.35	$6.90	$117.35	$8.15	$117.35	$9.61	$117.35
$5.90	$118.05	$6.96	$118.05	$8.22	$118.05	$9.69	$118.05
$5.95	$118.70	$7.02	$118.70	$8.28	$118.70	$9.78	$118.70
$6.00	$119.35	$7.08	$119.35	$8.35	$119.35	$9.86	$119.35
$6.10	$120.65	$7.20	$120.65	$8.49	$120.65	$10.02	$120.65
$6.15	$121.30	$7.26	$121.30	$8.56	$121.30	$10.10	$121.30
$6.20	$121.95	$7.32	$121.95	$8.63	$121.95	$10.19	$121.95
$6.23	$122.35	$7.35	$122.35	$8.67	$122.35	$10.24	$122.35
$6.25	$122.60	$7.38	$122.60	$8.70	$122.60	$10.27	$122.60
$6.30	$123.25	$7.43	$123.25	$8.77	$123.25	$10.35	$123.25
$6.35	$123.90	$7.49	$123.90	$8.84	$123.90	$10.43	$123.90
$6.40	$124.55	$7.55	$124.55	$8.91	$124.55	$10.52	$124.55
$6.50	$125.85	$7.67	$125.85	$9.05	$125.85	$10.68	$125.85
$6.60	$127.15	$7.79	$127.15	$9.19	$127.15	$10.84	$127.15
$6.70	$128.45	$7.91	$128.45	$9.33	$128.45	$11.01	$128.45
$6.80	$129.75	$8.02	$129.75	$9.47	$129.75	$11.17	$129.75

Before 7-1-2009		As of 7-1-2009		As of 7-1-2010		As of 7-1-2011	
Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit
$6.90	$131.05	$8.14	$131.05	$9.61	$131.05	$11.34	$131.05
$7.00	$132.35	$8.26	$132.35	$9.75	$132.35	$11.50	$132.35

As of March 1, 2017:

Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit
$11.75	$134.35
$12.00	$136.35
$12.25	$138.35
$12.50	$140.35
$12.75	$142.35
$13.00	$144.35

LOCAL 282
PENSION TRUST FUND

RULES AND REGULATIONS

2014 RESTATEMENT

As Amended and Restated February 1, 2014

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INTRODUCTION

This Plan is hereby amended and restated, effective February 1, 2014, in its entirety to incorporate prior amendments and to make certain additional changes since the 2009 Restatement, to incorporate modifications required by applicable legislation and regulation, including but not limited to the Pension Protection Act of 2006 (“PPA”), the Heroes Earnings Assistance and Relief Tax Act of 2008 (“HEART”), and the Worker, Retiree, and Employer Recovery Act of 2008 (“WRERA”), and published Treasury and Internal Revenue Service guidance (collectively, the “PPA Amendments”), as well as other changes adopted by the Trustees. This amended and restated Plan constitutes an amendment and re-statement, effective as of February 1, 2014, to the earlier Plan and supersedes and replaces such earlier Plan provisions; provided, however, that provisions in the Plan which set forth a different effective date shall be effective as of such different effective date. The provisions of the Plans in effect prior to this restatement shall remain in effect for those Participants (including Pensioners) and Beneficiaries who Retired, died or permanently terminated their employment with Employers at any time prior to February 1, 2014; provided, however, that they may also be governed by certain provisions of this Plan where required by law and indicated herein.

ARTICLE I – DEFINITIONS

1.1 Applicable Interest Rate

The "Applicable Interest Rate" for a Plan Year means the interest rate specified in Section 417(e)(3)(C) of the Internal Revenue Code as prescribed by the Secretary of the Treasury for the month of January (as published in February) immediately preceding the Plan Year that contains the Annuity Starting Date. For this purpose, the "stability period" during which the Applicable Interest Rate will remain constant shall be the Plan Year.

1.2 Applicable Mortality Table

The "Applicable Mortality Table" for a Plan Year means the table specified in Section 417(e)(3)(B) of the Internal Revenue Code, as prescribed for use in that Plan Year by the Secretary of the Treasury.

1.3 Beneficiary

"Beneficiary" means a person (other than a Pensioner) who is receiving benefits under this Plan because of his or her designation for such benefits by a Participant or by operation of the Plan document or applicable law.

1.4 Board of Trustees/Trustees

"Board of Trustees" or "Trustees" means the Board of Trustees established under, and as constituted from time to time in accordance with, the Trust Agreement .

1.5 Code

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

1.6 Collective Bargaining Agreement/Agreement

"Collective Bargaining Agreement" or "Agreement" means an agreement between the Union and an Employer that requires the Employer to make contributions to the Fund on behalf of its Employees.

1.7 Computation Period

"Computation Period" shall mean the 12-consecutive month period that is used as the basis for determining eligibility to participate (after the initial eligibility Computation Period), vesting and benefit accrual. For purposes of ERISA, the Plan Year shall serve as the vesting Computation Period, the benefit accrual Computation Period, and, after the initial period of employment or reemployment, the eligibility Computation Period. For the initial eligibility Computation Period, see Sections 2.1(b)(1) (for the initial employment period) and 2.3 (for reemployment).

1.8 Continuous Employment

"Continuous Employment" means two periods of Covered Employment during which the Employee does not incur a quit, discharge, or other termination of employment between the periods.

1.9 Contribution Period

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

1.10 Covered Employment

"Covered Employment" means employment of an Employee by an Employer including any period of such employment that occurs prior to the Contribution Period. "Covered Employment" shall also include employment by the United States Armed Forces on construction jobs during time of war in any category that was covered at the time by Collective Bargaining Agreements. "Covered Employment" shall not, however, include employment by an Employer after termination of that Employer's status as an Employer, pursuant to the provisions of Section 4.5.

1.11 Effective Date of Contributions

"Effective Date of Contributions" means the first date for which the Employer was obligated to contribute to the Pension Fund with respect to the Employees in question.

1.12 Employee

(a) <u>In General</u>. "Employee" means a person who is an Employee of an Employer and who is covered by a Collective Bargaining Agreement or Participation Agreement.

(b) <u>Leased Employees</u>

(1) <u>In General</u>. Solely for purposes of testing for compliance with certain nondiscrimination requirements of the Internal Revenue Code, and not for purposes of determining eligibility to participate in the Plan, the term "Employee" also shall include leased employees of an Employer. For this purpose, the term "leased employee" means any person (other than an Employee of the recipient) who pursuant to an agreement between the recipient organization and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Code section 414(n)(6)) on a substantially full-time basis for a period of at least one year, where such services are performed under the primary direction or control of the recipient. Contributions or benefits provided to a leased employee by the leasing organization that are attributable to services performed for the recipient Employer shall be treated as provided by the recipient Employer.

(2) <u>Exception</u>. Notwithstanding paragraph (b)(1) above, a leased employee shall not be considered an employee of the recipient if such employee is covered by a money purchase pension plan providing:

(A) a nonintegrated employer contribution rate of at least 10 percent of compensation, as defined in Code section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement that are excludable from the employee's gross income under Code sections 125, 402(e)(3), 402(h)(1)(B) or 403(b),

(B) immediate participation, and

(C) full and immediate vesting;

provided that leased employees do not constitute more than 20 percent of the recipient's non-highly compensated workforce.

1.13 Employer

"Employer" means an employer that is signatory to or has adopted a Collective Bargaining Agreement with the Union requiring contributions to this Fund, an employer signatory to a Participation Agreement requiring contributions to this Fund, and/or an Employer that is otherwise obligated to contribute to this Fund, provided:

(a) the employer has been accepted as an Employer by the Trustees, and

(b) the Trustees have not, by resolution, in accordance with Section 4.5, terminated the Employer's status as an "Employer."

For the purpose of providing pension benefits to its Employees under the terms of this Plan, the term "Employer" also shall include the Local 282 Welfare Trust Fund and the Union, provided that they pay contributions to the Fund with respect to any of their Employees who are not subject to Collective Bargaining Agreements at the contribution rate contemporaneously in effect under the Local 282 High-Rise Contract; provided, however, that contributions in excess of the maximum limitations of Code section 415 shall not be required to be paid.

For purposes of identifying Highly Compensated Employees and applying the rules on participation, vesting and statutory limits on benefits under the Fund, and the definition of "Retirement" in, Section 6.7, but not for purposes of determining Covered Employment, the term "Employer" includes all corporations, trades or businesses under common control with the Employer within the meaning of Code section 414(b) and (c), all members of an affiliated service group with the Employer within the meaning of Code section 414(m), and all other businesses required to be aggregated with the Employer under Code section 414(o).

1.14 ERISA

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

1.15 Fiscal Year

"Fiscal Year" means the 12-consecutive-month period beginning March 1st. It is the year on the basis of which the Plan's fiscal records are kept.

1.16 Gender and Construction

Use of the masculine or feminine gender hereunder shall be understood to include the other, and the singular shall be deemed to include the plural and vice versa, all as the context and appropriate construction shall dictate.

1.17 Highly Compensated Employee

(a) The term "Highly Compensated Employee" shall mean an individual within the meaning of Code section 414(q).

(b) Definition of Compensation for Purposes of Determining which Employees are Highly Compensated. For purposes of this Section, the term "compensation" shall have the meaning used in section 12.2, that is, the definition set forth in Code section 415(c)(3), including amounts contributed pursuant to a salary reduction agreement that are excludable from the Employee's gross income under Code sections 125, 402(e)(3), 402(h)(1)(B) or 403(b).

1.18 Hour of Service

The term "Hour of Service" is each hour for which:

(a) an Employee is directly or indirectly paid or entitled to payment by an Employer for the performance of duties during the applicable Computation Period;

(b) an Employee is paid, or entitled to payment, by an Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service will be credited under this Subsection (b) for any single continuous period (whether or not such period occurs in a single Computation Period); and

(c) back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer. Hours of Service for back pay shall be credited to the Computation Period or periods to which the award or agreement for back pay pertains.

The Computation Period to which Hours of Service shall be credited and the number of Hours of Service to be credited for reasons other than the performance of duties shall be determined under DOL Regulations 29 C.F.R. section 2530.200b-2(b) and (c), which are herein incorporated by reference.

1.19 Non-Bargained Employee

A "Non-Bargained Employee" is a Participant whose participation is not covered by a Collective Bargaining Agreement but instead is covered by a Participation Agreement or other written agreement.

1.20 Normal Retirement Age

"Normal Retirement Age" means age 62 or, if later, the age of the Participant on the fifth anniversary of his Participation.

1.21 One Hundred Percent Owner

"One Hundred Percent Owner" means an individual who, alone or with his spouse, or whose spouse alone, owns one hundred percent of the Employer.

1.22 Other Terms

Other terms are specially defined as follows:

Term	Section(s)
(a) Annuity Starting Date	6.6(b)
(b) Benefit Level	3.2
(c) Break in Service (One Year Break in Service, Permanent Break in Service)	4.3
(d) Disability Pension	3.11 through 3.13
(e) Early Retirement Pension	3.7 and 3.8
(f) Minimum Number of Pension Payments	3.15
(g) Pension Credits	4.1
(h) Pensioner Death Benefit	3.17
(i) Pre-Retirement Surviving Spouse Pension	5.3
(j) Qualified Spouse	5.1(c)
(k) Qualified Joint and Survivor Pension	5.1 and 5.2
(l) Regular Pension	3.5 and 3.6
(m) Required Beginning Date	6.6(e)(2)
(n) Retired or Retirement	6.7
(o) Service Pension	3.3 and 3.4
(p) Social Security Level Income Option	3.14
(q) Spouse's Pension	3.16
(r) Vested Pension	3.9 and 3.10
(s) Vested Status	6.10
(t) Year of Vesting Service	4.2

1.23 Participant

"Participant" means a Pensioner or an Employee who meets the requirements for participation in the Plan as set forth in Article II, or a former Employee who has acquired a right to a pension under this Plan.

1.24 Participation Agreement

"Participation Agreement" means any written agreement entered into between an Employer and the Trustees that requires contributions to be made by the Employer to the Fund on behalf of one or more of the Employer's Non-Bargained Employees.

1.25 Pension Fund/Fund

"Pension Fund" or "Fund" means the Local 282 Pension Trust Fund established under the Trust Agreement.

1.26 Pension Plan/Plan

"Pension Plan" or "Plan" means this document as adopted by the Trustees, and as thereafter amended by the Trustees.

1.27 Pensioner

"Pensioner" means a person to whom a pension under this Plan is being paid or to whom a pension would be paid, except for administrative processing.

1.28 Plan Year

"Plan Year" means the 12-consecutive-month period beginning February 1st.

1.29 Qualified Domestic Relations Order/QDRO

"Qualified Domestic Relations Order" or "QDRO" means a qualified domestic relations order as defined in Code section 414(p) and ERISA section 206(d)(3)(B)(i).

1.30 Spouse

Effective June 26, 2013, "Spouse" means a person to whom the Participant is legally married pursuant to a valid marriage license according to the place where the marriage was celebrated, regardless of the parties' residences. "Spouse" also means a surviving Spouse of the Participant, provided that a former Spouse will be treated as the Spouse or surviving Spouse to the extent provided under a Qualified Domestic Relations Order.

1.31 Trust Agreement

"Trust Agreement" means the Amended and Restated Agreement and Declaration of Trust establishing the Local 282 Pension Trust Fund, effective as of September 24, 2012, as same may be amended and restated from time to time.

1.32 Union

"Union" means Local Union No. 282, affiliated with the International Brotherhood of Teamsters.

1.33 Year of Participation

"Year of Participation," for purposes of compliance with DOL Regulation 29 C.F.R. section 2530.204-1, means a Plan Year in which a Participant has completed at least 750 (or 870 for One Hundred Percent Owners) Hours of Service during a Contribution Period.

ARTICLE II – PARTICIPATION

2.1 Participation

(a) In General

(1) An Employee who is engaged in Covered Employment during the Contribution Period shall become a Participant on the earlier of February 1st or August 1st following completion of a 12-consecutive-month Computation Period during which he completed at least 750 (870 in the case of a One Hundred Percent Owner) Hours of Service in Covered Employment.

(2) The required hours may also be completed with any Hours of Service in other employment with an Employer if that other employment is contiguous with the Employee's Covered Employment with that Employer.

(b) Eligibility Computation Period

(1) In determining years of service and breaks in service for purposes of eligibility and participation, the initial eligibility Computation Period shall be the 12-consecutive-month period be-

ginning on the date that the Employee first performs an Hour of Service in Covered Employment for the Employer (employment commencement date).

(2) After the initial eligibility Computation Period set forth in paragraph (b)(1) above, succeeding 12-consecutive month Computation Periods shall commence with the first Plan Year that begins prior to the first anniversary of the Employee's employment commencement date regardless of whether the Employee is entitled to be credited with 750 Hours of Service (870 in the case of a One Hundred Percent Owner) during the initial eligibility Computation Period. An Employee who is credited with 750 Hours of Service (870 in the case of a One Hundred Percent Owner) in Covered Employment in both the initial eligibility Computation Period and the first Plan Year that commences prior to the first anniversary of the Employee's initial eligibility Computation Period shall be credited with two years of service for eligibility purposes.

2.2 Termination of Participation

A person who incurs a One-Year Break in Service (defined in Section 4.3) shall cease to be a Participant as of the last day of the Computation Period that constituted the One-Year Break in Service, unless such Participant is a Pensioner, or has acquired the right to an immediate or deferred pension (other than for disability).

2.3 Reinstatement of Participation

(a) <u>In General</u>. An Employee who has lost his status as a Participant in accordance with Section 2.2 shall again become a Participant upon meeting the requirements of Section 2.1 on the basis of Hours of Service in Covered Employment after the Plan Year during which his participation terminated.

(b) <u>Certain Pre-Break Service</u>. In the case of a Participant who has a One-Year Break in Service, eligibility service before such break will not be taken into account until the Employee again has satisfied the requirements of Section 2.1 after returning to employment. Whether the Employee has met such requirements shall be determined based upon the 12-consecutive month Computation Period that begins on the Employee's reemployment commencement date and, if necessary, subsequent Computation Periods shall be based upon Plan Years beginning with the Plan Year that includes the first anniversary of the reemployment commencement date. For this purpose, the reemployment commencement date is the first day on which the Employee is credited with an Hour of Service in Covered Employment after the first Computation Period in which the Employee incurs a One-Year Break in Service. If a Participant again satisfies the requirements of Section 2.1, his participation shall be reinstated as of the reemployment commencement date in accordance with this Section.

ARTICLE III – BENEFITS AND ELIGIBILITY

3.1 General

This Article sets forth the eligibility conditions and benefit amounts for the pensions provided by this Plan. The accumulation and retention of service credits for eligibility are subject to actuarial adjustment to reflect the fact that benefits are payable in the form of a Qualified Joint and Survivor Pension. An eligible Participant's entitlement to receive pension benefits is subject to his Retirement and application for benefits, as provided in Article VI.

Eligibility depends on Pension Credits, which are defined in Section 4.1, or Years of Vesting Service, which are defined in Section 4.2.

3.2 Benefit Level

Subject to the conditions in Subsections (a)-(d) below, a Participant's Benefit Level is the product of the Participant's Pension Credits and the amount shown in the Table of Benefits chart in Section 3.4 that corresponds to the rate at which the Participant's Employer was obligated to contribute to the Pension Fund with respect to the Participant when the Participant separated from Covered Employment (see Subsection 3.2(c), below). Contribution rate increases negotiated on and after July 1, 2009 do not give rise to increases in Benefit Levels.

(a) <u>Participants Working for an Employer that Experiences a Change in Contribution Rates</u>

With respect to periods before July 1, 2009, a Participant shall be entitled to Retire at a higher Benefit Level if he earned at least one quarter year of Pension Credit after his Employer became obligated to contribute at a higher rate corresponding to a higher Benefit Level shown in the Table of Benefits, or the Participant worked for at least one day for that Employer in the four months before that Employer became so obligated.

(b) <u>Participants Changing to Employers that Have Different Contribution Rates</u>

(1) If a Participant changes employment from one Employer to an Employer that pays a higher contribution rate and earns at least five years of Pension Credits at such higher contribution rate, then the Participant's Benefit Level shall be calculated using the amount that corresponds to the higher contribution rate in the Table of Benefits in Section 3.4.

(2) If a Participant changes employment from one Employer to an Employer that pays a higher contribution rate and does not earn at least five years of Pension Credits at such higher contribution rate, then the Participant's Benefit Level will be the sum of:

(i) the product of (A) Pension Credits earned with the Employer that paid the higher contribution rate and (B) the amount in the Table of Benefits in Section

3.4 that corresponds to the contribution rate in effect when the Participant separated from Covered Employment with such Employer, and

(ii) the product of (A) Pension Credits earned at the lower contribution rate and (B) the amount in the Table of Benefits in Section 3.4 that corresponds to the contribution rate in effect when the Participant separated from Covered Employment with the Employer that paid the lower rate.

The calculations in (i) and (ii), above, are subject to Subsections 3.2(a) and (c), respectively.

(3) If a Participant changes employment from one Employer to an Employer that pays a lower contribution rate and such Participant earns less than two years of Pension Credits at such lower contribution rate, then the Participant's Benefit Level will be calculated using the amount corresponding to the higher contribution rate. If a Participant changes employment from one Employer to an Employer that pays a lower contribution rate and earns two or more years of Pension Credits at such lower contribution rate, then the Participant's Benefit Level will be the sum of:

(i) the product of (A) Pension Credits earned with the Employer that paid the higher contribution rate and (B) the amount in the Table of Benefits in Section 3.4 that corresponds to the contribution rate in effect when the Participant separated from Covered Employment for such Employer, and

(ii) the product of (A) Pension Credits earned in connection with the Employer that paid the lower contribution rate and (B) the amount in the Table of Benefits in Section 3.4 that corresponds to the contribution rate in effect when the Participant separated from Covered Employment for such Employer.

The calculations in (i) and (ii), above, are subject to Subsections 3.2(a) and (c), respectively.

(4) The Trustees shall have the specific authority to impose special conditions on the Benefit Level or eligibility requirements of Employees of Employers who negotiate changes in the contribution rates. In all cases where special conditions are imposed by the Trustees, the Employer and Employees shall be notified in writing by the Trustees.

(c) <u>Participants who Separate from Covered Employment</u>

(1) A Participant shall be deemed to have separated from Covered Employment on the last day of work in Covered Employment which is followed by a One-Year Break in Service as defined in Section 4.3(b)(1); that is, a Computation Period in which he fails

to complete 188 or more (425 or more in the case of a One Hundred Percent Owner) Hours of Service in Covered Employment.

(2) Once a Participant has fulfilled the conditions of eligibility for any type of pension as described in this Plan, he shall not thereafter be disqualified from a pension on the basis of having incurred a Break in Service because he postponed his Retirement or his application for a pension.

(3) The pension Benefit Level of a Participant shall be determined under the terms of the Plan as in effect on the date that the Participant separates from Covered Employment, unless the Participant later returns to Covered Employment and earns at least five years of Pension Credits (two years, if the Participant separated from Covered Employment before July 1, 2004) before the effective date of his pension benefit.

A Participant who after a separation from Covered Employment, as described above, returns to Covered Employment and earns at least five years of Pension Credits (two years, if the Participant separated from Covered Employment before July 1, 2004) shall be entitled have his Benefit Level calculated based on the amount in the Table of Benefits in Section 3.4 that corresponds to the rate of contributions required to be made on the Participant's behalf at the time of his last Hour of Service in Covered Employment.

A Participant who returns to Covered Employment from a separation from Covered Employment and subsequently earns less than five years of Pension Credits (two years, if the Participant separated from Covered Employment before July 1, 2004) shall be entitled to a proportionate Benefit Level based upon Pension Credits earned prior to his initial separation from Covered Employment multiplied by the amount in the Table of Benefits in Section 3.4 corresponding to the amount required to be contributed by the Employer on the Participant's behalf at the time of the initial date of separation from Covered Employment, and Pension Credits earned after his return to Covered Employment multiplied by the amount in the Table of Benefits in Section 3.4 corresponding to the amount required to be contributed by the Employer on the Participant's behalf at the time of the Participant's Retirement.

(d) <u>Participants who Work at Multiple Contribution Rates in a Plan Year</u>

If a Participant works in Covered Employment for more than one Employer in any Plan Year, or at more than one contribution rate payable by the same Employer (or any member of its controlled group) for different types of work, the highest contribution rate paid by any of such Employers in such Plan Year will apply in calculating the Participant's Benefit Level for such Plan Year, provided that the Participant would have earned a year of Pension Credit for such Plan Year if the Participant had worked only for such Employer or only at such highest single contribution rate.

3.3 Service Pension—Eligibility

A Participant may Retire on a Service Pension at any age if he has at least 25 years of Pension Credit.

3.4 Service Pension—Amount

Subject to the first paragraph of Section 3.2 with respect to post-July 1, 2009 contribution rate increases, effective July 1, 2002 with respect to Participants who have at least one Hour of Service on or after that date, the monthly amount of the Service Pension is based upon the hourly contribution rate required on the Participant's behalf and his total Pension Credits shown in the following Table of Benefits:

Before 7-1-2009		As of 7-1-2009		As of 7-1-2010			
Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit
$0.10	$1.30	$0.12	$1.30	$0.14	$1.30	$0.16	$1.30
$0.15	$2.55	$0.18	$2.55	$0.21	$2.55	$0.25	$2.55
$0.20	$3.70	$0.24	$3.70	$0.28	$3.70	$0.33	$3.70
$0.30	$5.90	$0.35	$5.90	$0.42	$5.90	$0.49	$5.90
$0.40	$8.35	$0.47	$8.35	$0.56	$8.35	$0.66	$8.35
$0.50	$10.70	$0.59	$10.70	$0.70	$10.70	$0.82	$10.70
$0.60	$13.00	$0.71	$13.00	$0.84	$13.00	$0.99	$13.00
$0.655	$14.30	$0.77	$14.30	$0.912	$14.30	$1.076	$14.30
$0.70	$15.35	$0.83	$15.35	$0.97	$15.35	$1.15	$15.35
$0.80	$17.60	$0.94	$17.60	$1.11	$17.60	$1.31	$17.60
$0.90	$20.10	$1.06	$20.10	$1.25	$20.10	$1.48	$20.10
$1.00	$22.40	$1.18	$22.40	$1.39	$22.40	$1.64	$22.40
$1.10	$24.65	$1.30	$24.65	$1.53	$24.65	$1.81	$24.65
$1.14	$25.75	$1.35	$25.75	$1.59	$25.75	$1.87	$25.75
$1.20	$27.05	$1.42	$27.05	$1.67	$27.05	$1.97	$27.05
$1.23	$27.53	$1.45	$27.53	$1.75	$27.53	$2.05	$27.53
$1.30	$29.45	$1.53	$29.45	$1.81	$29.45	$2.14	$29.45
$1.40	$31.80	$1.65	$31.80	$1.95	$31.80	$2.30	$31.80
$1.465	$33.30	$1.73	$33.30	$2.040	$33.30	$2.407	$33.30
$1.47	$33.45	$1.73	$33.45	$2.05	$33.45	$2.42	$33.45
$1.50	$34.10	$1.77	$34.10	$2.09	$34.10	$2.46	$34.10
$1.52	$34.55	$1.79	$34.55	$2.12	$34.55	$2.50	$34.55
$1.57	$36.65	$1.85	$36.65	$2.19	$36.65	$2.58	$36.65
$1.575	$35.90	$1.86	$35.90	$2.193	$35.90	$2.588	$35.90
$1.60	$36.50	$1.89	$36.50	$2.23	$36.50	$2.63	$36.50
$1.63	$37.10	$1.92	$37.10	$2.27	$37.10	$2.68	$37.10
$1.70	$38.75	$2.01	$38.75	$2.37	$38.75	$2.79	$38.75
$1.72	$39.30	$2.03	$39.30	$2.39	$39.30	$2.83	$39.30
$1.75	$40.00	$2.07	$40.00	$2.44	$40.00	$2.88	$40.00
$1.80	$41.10	$2.12	$41.10	$2.51	$41.10	$2.96	$41.10

Before 7-1-2009		As of 7-1-2009		As of 7-1-2010			
Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit
$1.82	$41.55	$2.15	$41.55	$2.53	$41.55	$2.99	$41.55
$1.90	$43.55	$2.24	$43.55	$2.65	$43.55	$3.12	$43.55
$2.00	$45.80	$2.36	$45.80	$2.78	$45.80	$3.29	$45.80
$2.10	$48.20	$2.48	$48.20	$2.92	$48.20	$3.45	$48.20
$2.20	$50.45	$2.60	$50.4 5	$3.06	$50.45	$3.61	$50.45
$2.30	$52.80	$2.71	$52.80	$3.20	$52.80	$3.78	$52.80
$2.35	$54.05	$2.77	$54.05	$3.27	$54.05	$3.86	$54.05
$2.40	$55.25	$2.83	$55.25	$3.34	$55.25	$3.94	$55.25
$2.48	$57.10	$2.93	$57.10	$3.45	$57.10	$4.07	$57.10
$2.50	$57.55	$2.95	$57.55	$3.48	$57.55	$4.11	$57.55
$2.57	$59.20	$3.03	$59.20	$3.58	$59.20	$4.22	$59.20
$2.60	$59.85	$3.07	$59.85	$3.62	$59.85	$4.27	$59.85
$2.6025	$59.90	$3.07	$59.90	$3.6237	$59.90	$4.2760	$59.90
$2.68	$61.75	$3.16	$61.75	$3.73	$61.75	$4.40	$61.75
$2.70	$62.25	$3.19	$62.25	$3.76	$62.25	$4.44	$62.25
$2.80	$64.50	$3.30	$64.50	$3.90	$64.50	$4.60	$64.50
$2.8025	$64.65	$3.31	$64.65	$3.9022	$64.65	$4.6046	$64.65
$2.82	$65.05	$3.33	$65.05	$3.93	$65.05	$4.63	$65.05
$2.8525	$65.85	$3.37	$65.85	$3.9718	$65.85	$4.6867	$65.85
$2.90	$67.00	$3.42	$67.00	$4.04	$67.00	$4.76	$67.00
$2.93	$67.70	$3.46	$67.70	$4.08	$67.70	$4.81	$67.70
$2.95	$68.15	$3.48	$68.15	$4.11	$68.15	$4.85	$68.15
$3.00	$69.25	$3.54	$69.25	$4.18	$69.25	$4.93	$69.25
$3.05	$70.40	$3.60	$70.40	$4.25	$70.40	$5.01	$70.40
$3.08	$71.10	$3.63	$71.10	$4.29	$71.10	$5.06	$71.10
$3.10	$71.55	$3.66	$71.55	$4.32	$71.55	$5.09	$71.55
$3.20	$73.95	$3.78	$73.95	$4.46	$73.95	$5.26	$73.95
$3.30	$76.25	$3.89	$76.25	$4.59	$76.25	$5.42	$76.25
$3.35	$77.45	$3.95	$77.45	$4.66	$77.45	$5.50	$77.45
$3.40	$78.65	$4.01	$78.65	$4.73	$78.65	$5.59	$78.65
$3.50	$80.95	$4.13	$80.95	$4.87	$80.95	$5.75	$80.95
$3.55	$82.15	$4.19	$82.15	$4.94	$82.15	$5.83	$82.15
$3.60	$83.30	$4.25	$83.30	$5.01	$83.30	$5.91	$83.30
$3.65	$84.45	$4.31	$84.45	$5.08	$84.45	$6.00	$84.45
$3.70	$85.60	$4.37	$85.60	$5.15	$85.60	$6.08	$85.60
$3.80	$88.00	$4.48	$88.00	$5.29	$88.00	$6.24	$88.00
$3.90	$90.40	$4.60	$90.40	$5.43	$90.40	$6.41	$90.40
$3.95	$91.55	$4.66	$91.55	$5.50	$91.55	$6.49	$91.55
$4.00	$92.70	$4.72	$92.70	$5.57	$92.70	$6.57	$92.70
$4.05	$93.35	$4.78	$93.35	$5.64	$93.35	$6.65	$93.35
$4.10	$94.05	$4.84	$94.05	$5.71	$94.05	$6.74	$94.05
$4.15	$94.70	$4.90	$94.70	$5.78	$94.70	$6.82	$94.70
$4.20	$95.35	$4.96	$95.35	$5.85	$95.35	$6.90	$95.35
$4.25	$96.05	$5.02	$96.05	$5.92	$96.05	$6.98	$96.05

Before 7-1-2009		As of 7-1-2009		As of 7-1-2010			
Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit
$4.30	$96.70	$5.07	$96.70	$5.99	$96.70	$7.07	$96.70
$4.35	$97.35	$5.13	$97.35	$6.06	$97.35	$7.15	$97.35
$4.40	$98.05	$5.19	$98.05	$6.13	$98.05	$7.23	$98.05
$4.45	$98.70	$5.25	$98.70	$6.20	$98.70	$7.31	$98.70
$4.50	$99.35	$5.31	$99.35	$6.27	$99.35	$7.39	$99.35
$4.55	$100.05	$5.37	$100.05	$6.34	$100.05	$7.48	$100.05
$4.60	$100.07	$5.43	$100.07	$6.41	$100.07	$7.56	$100.07
$4.65	$101.35	$5.49	$101.35	$6.47	$101.35	$7.64	$101.35
$4.70	$102.05	$5.55	$102.05	$6.54	$102.05	$7.72	$102.05
$4.75	$102.70	$5.61	$102.70	$6.61	$102.70	$7.80	$102.70
$4.80	$103.35	$5.66	$103.35	$6.68	$103.35	$7.89	$103.35
$4.85	$104.05	$5.72	$104.05	$6.75	$104.05	$7.97	$104.05
$4.90	$104.70	$5.78	$104.70	$6.82	$104.70	$8.05	$104.70
$4.95	$105.35	$5.84	$105.35	$6.89	$105.35	$8.13	$105.35
$5.00	$106.05	$5.90	$106.05	$6.96	$106.05	$8.22	$106.05
$5.05	$106.70	$5.96	$106.70	$7.03	$106.70	$8.30	$106.70
$5.10	$107.35	$6.02	$107.35	$7.10	$107.35	$8.38	$107.35
$5.15	$108.05	$6.08	$108.05	$7.17	$108.05	$8.46	$108.05
$5.20	$108.70	$6.14	$108.70	$7.24	$108.70	$8.54	$108.70
$5.25	$109.35	$6.20	$109.35	$7.31	$109.35	$8.63	$109.35
$5.30	$110.05	$6.25	$110.05	$7.38	$110.05	$8.71	$110.05
$5.35	$110.70	$6.31	$110.70	$7.45	$110.70	$8.79	$110.70
$5.40	$111.35	$6.37	$111.35	$7.52	$111.35	$8.87	$111.35
$5.45	$112.05	$6.43	$112.05	$7.59	$112.05	$8.95	$112.05
$5.50	$112.70	$6.49	$112.70	$7.66	$112.70	$9.04	$112.70
$5.55	$113.35	$6.55	$113.35	$7.73	$113.35	$9.12	$113.35
$5.60	$114.05	$6.61	$114.05	$7.80	$114.05	$9.20	$114.05
$5.65	$114.70	$6.67	$114.70	$7.87	$114.70	$9.28	$114.70
$5.70	$115.35	$6.73	$115.35	$7.94	$115.35	$9.37	$115.35
$5.75	$116.05	$6.79	$116.05	$8.01	$116.05	$9.45	$116.05
$5.80	$116.70	$6.84	$116.70	$8.08	$116.70	$9.53	$116.70
$5.85	$117.35	$6.90	$117.35	$8.15	$117.35	$9.61	$117.35
$5.90	$118.05	$6.96	$118.05	$8.22	$118.05	$9.69	$118.05
$5.95	$118.70	$7.02	$118.70	$8.28	$118.70	$9.78	$118.70
$6.00	$119.35	$7.08	$119.35	$8.35	$119.35	$9.86	$119.35
$6.10	$120.65	$7.20	$120.65	$8.49	$120.65	$10.02	$120.65
$6.15	$121.30	$7.26	$121.30	$8.56	$121.30	$10.10	$121.30
$6.20	$121.95	$7.32	$121.95	$8.63	$121.95	$10.19	$121.95
$6.23	$122.35	$7.35	$122.35	$8.67	$122.35	$10.24	$122.35
$6.25	$122.60	$7.38	$122.60	$8.70	$122.60	$10.27	$122.60
$6.30	$123.25	$7.43	$123.25	$8.77	$123.25	$10.35	$123.25
$6.35	$123.90	$7.49	$123.90	$8.84	$123.90	$10.43	$123.90
$6.40	$124.55	$7.55	$124.55	$8.91	$124.55	$10.52	$124.55
$6.50	$125.85	$7.67	$125.85	$9.05	$125.85	$10.68	$125.85

Before 7-1-2009		As of 7-1-2009		As of 7-1-2010			
Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit	Hourly Contribution Rate	Monthly Amount for Each Year of Pension Credit
$6.60	$127.15	$7.79	$127.15	$9.19	$127.15	$10.84	$127.15
$6.70	$128.45	$7.91	$128.45	$9.33	$128.45	$11.01	$128.45
$6.80	$129.75	$8.02	$129.75	$9.47	$129.75	$11.17	$129.75
$6.90	$131.05	$8.14	$131.05	$9.61	$131.05	$11.34	$131.05
$7.00	$132.35	$8.26	$132.35	$9.75	$132.35	$11.50	$132.35

(a) Prior Benefit Rates. For periods prior to July 1, 2009, the benefit and contribution rates shall be as set forth in the applicable prior version of this Plan as in effect at the time(s) that the Participant separated from Covered Employment.

(b) Modification by Collective Bargaining Agreement. The benefit and contribution rates applicable to some or all Participants may be modified from time to time pursuant to the terms of a Collective Bargaining Agreement or Participation Agreement. A list of all such Collective Bargaining Agreements or Participation Agreements, and the identity of the Participants affected by such Agreements, shall be maintained by the Trustees and any rate changes set forth therein shall be deemed to be incorporated herein by reference.

3.5 Regular Pension – Eligibility

A Participant may Retire on a Regular Pension if he meets the following requirements:

(a) he has attained age 62; and

(b) he has at least 10 years of Pension Credit.

3.6 Regular Pension – Amount

Subject to the first paragraph of Section 3.2 with respect to post-July 1, 2009 contribution rate increases, the monthly amount of the Regular Pension is based upon the hourly contribution rate required on the Participant's behalf and the Table of Benefits shown in Section 3.4.

3.7 Early Retirement Pension – Eligibility

A Participant may Retire on an Early Retirement Pension if he meets the following requirements:

(a) he has attained age 52; and

(b) he has at least 10 years of Pension Credit.

3.8 Early Retirement Pension – Amount

Subject to the first paragraph of Section 3.2 with respect to post-July 1, 2009 contribution rate increases, the monthly amount of the Early Retirement Pension is the amount of the Regular Pension reduced by one-half of one percent for each month by which the commencement of the pension precedes age 62.

3.9 Vested Pension – Eligibility

A Participant may Retire on a Vested Pension if he has attained Normal Retirement Age or has at least 5 Years of Vesting Service.

3.10 Vested Pension – Amount and Commencement

The monthly amount of the Vested Pension is the amount of the Regular Pension. A Vested Pension shall be payable to a Retired Participant after the Participant has attained Normal Retirement Age.

3.11 Disability Pension – Eligibility

A Participant who leaves Covered Employment as a result of a total and permanent disability shall be entitled to Retire on a Disability Pension provided he:

(a) has not attained age 52;

(b) has at least 10 years of Pension Credit; and

(c) has been credited with at least one quarter (1/4) year of Pension Credit during the Computation Period in which he incurred his disability or in the immediately preceding Computation Period.

3.12 Disability Pension – Amount, Form and Commencement

The monthly amount of the Disability Pension shall be equal to the monthly amount of the Early Retirement Pension to which the Participant would have been entitled had he attained age 52 on the day on which he incurred his disability. The Social Security Option, elsewhere provided in this Pension Plan, shall not be available with respect to Disability Pensions. The Disability Pension shall commence as of the seventh month of total and permanent disability.

3.13 Definition of Total and Permanent Disability and Medical Examination

A Participant shall be deemed totally and permanently disabled if, based on medical evidence satisfactory to the Trustees, he is found to be permanently unable to engage in any Covered Employment for which he was previously qualified. The Trustees shall be the sole and final judges of total and permanent disability and of the entitlement to a Disability Pension. A Participant applying for a Disability Pension may be required to submit to an examination by a physician or physicians selected by the Trustees, and may be required to submit to reexamination periodically as the Trustees may direct. Should a Participant or a Disability Pensioner fail or refuse such examination, the Trustees shall have the right to deny or suspend the payment of benefits. In their discretion, the Trustees may accept a Social Security Award for disability benefits as satisfactory proof of permanent and total disability.

3.14 Social Security Level Income Option

(a) A Participant entitled to a pension, other than a Disability Pension, may elect to have his pension increased until age 62 or Social Security Retirement Age, and reduced thereafter, in order to approximate a pension before age 62 or Social Security Retirement Age as nearly equal as possible to his combined Retirement income after that age, using the Applicable Interest Rate and the Applicable Mortality Table.

For purposes of this Section 3.14, the Social Security Retirement Age for those born on or after 1937 is set forth in Section 3.14(b), below.

(b) Social Security Retirement Age. The following table indicates the Social Security Retirement Age for those born in 1938 or later.

Born in:	Age for Full Benefits is:
1937 or earlier	65 yrs.
1938	65 yrs., 2 mos.
1939	65 yrs., 4 mos.
1940	65 yrs., 6 mos.
1941	65 yrs., 8 mos.
1942	65 yrs., 10 mos.
1943-1954	66 yrs.
1955	66 yrs., 2 mos.
1956	66 yrs., 4 mos.
1957	66 yrs., 6 mos.
1958	66 yrs., 8 mos.
1959	66 yrs., 10 mos.
1960 or later	67 yrs.

Pensioner's Age on Effective Date	Age 62	Age 65	Age 66	Age 67
45	.2954	.2215	.2031	.1858
46	.3175	.2395	.2161	.1977
47	.3409	.2587	.2339	.2105
48	.3657	.2790	.2529	.2281
49	.3922	.3005	.2730	.2468
50	.4203	.3234	.2943	.2667
51	.4503	.3479	.3171	.2878
52	.4823	.3739	.3413	.3104
53	.5166	.4017	.3672	.3344
54	.5533	.4316	.3949	.3602
55	.5928	.4635	.4247	.3878
56	.6353	.4979	.4566	.4174
57	.6811	.5350	.4910	.4493
58	.7387	.5750	.5282	.4838
59	.7990	.6183	.5683	.5210
60	.8624	.6652	.6119	.5613
61	.9293	.7248	.6593	.6052
62	1.0000	.7876	.7195	.6530

Pensioner's Age on Effective Date	Age 62	Age 65	Age 66	Age 67
63	N/A	.8540	.7832	.7140
64	N/A	.9247	.8509	.7787
65	N/A	1.0000	.9229	.8475
66	N/A	N/A	1.0000	.9210
67	N/A	N/A	N/A	1.000

The option factor shown is applied to assumed monthly Social Security benefits payable at age 62 or the Social Security Retirement Age. This is the amount the monthly benefit is increased to age 62 or the Social Security Retirement Age. At age 62 or the Social Security Retirement Age, the increased benefit is reduced by the assumed monthly Social Security benefit.

(c) Combinations with Other Options

(1) If payment is to be made based on a combination of the Social Security Level Income Option and any other option involving payment after the death of the Participant, adjustment on account of such other option shall be made first and the adjusted amount shall then be further adjusted for the Level Income Option. Moreover, any benefits payable after the death of the Participant, the amount of which is to be determined on the basis of the amount that was payable to the Participant, shall be determined on the basis of the Participant's adjusted amount before it was adjusted for the Social Security Level Income Option. Nothing in Article V shall be construed to the contrary.

(2) The Social Security Level Income Option shall not be payable if it would result in a monthly benefit of less than $20 to the Pensioner.

(d) Although this Section of the Plan makes reference to "Social Security" benefits, the benefits provided by this Option are independent of any benefits provided under the Federal Insurance Contribution Act, whether the Participant applies for, receives, or will be eligible for any such benefits at that time.

(e) The adjustment factors provided in this Section are not in any respect to be deemed a Vested right of any Participant nor part of his accrued benefit. The factors are subject to change by the Board of Trustees, through amendment of this Pension Plan, provided that no amendment may reduce the amount of a Participant's monthly pension accrued up to the date the factors are changed.

(f) If the Social Security Level Income Option is elected, it cannot be revoked once benefits commence.

3.15 Minimum Number of Pension Payments

(a) In the event of the death of a Pensioner who Retires under a Service, Regular, Early Retirement, or Disability Pension before he receives 60 monthly payments, the Pensioner's designated Beneficiary shall continue to receive the monthly pension benefit which the Pensioner was receiving, until the aggregate number of monthly benefits paid to both the Pensioner and his designated Beneficiary equals, but does not exceed, 60.

(b) In the event of the death of a Participant who (1) had not yet applied for a pension or had applied but whose pension has not yet become effective, and (2) had met the age and service requirements for a Service, Regular, or Early Retirement Pension, or, had achieved Vested Status, the monthly benefit to which the Participant would have been entitled, had he made timely application, shall become payable to his designated Beneficiary for 60 months. If the deceased Participant had achieved Vested Status but had not yet met the age and service requirements for a Service, Regular or Early Retirement Pension, the monthly benefit will be equal to the amount of the Early Retirement Pension calculated based on the Participant's Pension Credits. If the

Participant had not yet reached age 52, the Early Retirement Pension will be calculated as if he were age 52. Payment to a Beneficiary will start after an application is filed in accordance with Article VI, as soon as practicable following the death of the Participant, and must commence no later than one year after the date of the Participant's death, except that, if the Beneficiary is the Participant's surviving Spouse, the Spouse may elect to defer the commencement of the benefit by filing an election in writing on a form prescribed by the Trustees for that purpose, until a specified date in accordance with Section 11.2(b)(2).

(c) The Minimum Number of Pension Payments shall not be applicable if the Participant's surviving Spouse is eligible for the Spouse's Pension as provided in Section 3.16 or if the Participant has elected (or failed to waive) the Qualified Joint and Survivor Pension, as provided in Article V.

3.16 Spouse's Pension

(a) In the event of —

(1) the death of a Participant who has at least 15 years of Pension Credit, regardless of age, for which contributions have been received by this Plan; or

(2) the death of a Pensioner whose pension commenced on or after July 1, 1987, who had at least 15 years of Pension Credit for which contributions had been received by this Plan,

the Participant's or Pensioner's surviving Spouse will be eligible for the Spouse's Pension, provided (A) the surviving Spouse has been legally married to the Participant or Pensioner at least two years immediately prior to the Participant's or Pensioner's death and (B) in the case of a surviving Spouse of a Pensioner, such surviving Spouse was the Pensioner's Spouse at the time the Pensioner commenced pension benefits.

(b) In the event of the death of the Participant or the Pensioner, within two years of date of marriage, the Pensioner's surviving Spouse may be entitled to the Minimum Number of Pension Payments, as defined in Section 3.15, for a 60-month period in accordance with provisions of this Section or the benefits under Article V (the Qualified Joint and Survivor Pension or Pre-retirement surviving Spouse Pension) if not validly rejected or waived by the Participant or Pensioner.

(c) The amount of the Spouse's Pension shall be:

(1) For the eligible surviving Spouse of any Participant who died before his Retirement under this Plan, the amount that is equal to the pension that would have been awarded to the Participant had he been a Pensioner on the date of his death. The minimum shall be equal to the minimum Early Retirement benefit based on attainment of age 52.

(2) For the eligible surviving Spouse of a Pensioner, the amount that is equal to the monthly amount paid to the Pensioner immediately preceding his death.

(d) In the event of the death of a Pro-Rata Pensioner, this benefit shall be payable to a surviving Spouse only if the last 15 years of Pension Credit were earned under this Plan.

(e) In the event of the death of a Pensioner who had elected a Social Security Option, the benefit to the surviving Spouse shall be in the amount determined prior to the Social Security Option calculation.

(f) The Spouse's Pension shall be payable for the remainder of the surviving Spouse's life or until the date on which the surviving Spouse remarries. Upon remarriage, a re-determination of the Spouse's Pension will be made under Section 5.7 and in accordance with applicable law.

(g) In the event of the death of a surviving Spouse, either before or after the death of the Participant or Pensioner, the difference between 60 times the monthly benefits received and 60 times the basic monthly pension, if any, shall be paid, on a monthly basis, to the surviving dependent children or to such object of natural bounty of the Participant or Pensioner as the Board of Trustees shall determine in its sole discretion.

3.17 Pensioner Death Benefit

(a) A $5,000 Death Benefit will be paid to the designated Beneficiary of a deceased Service Pensioner or a Regular Pensioner who had at least 25 years of Pension Credit.

(b) If no Beneficiary has been designated or the designated Beneficiary predeceases the eligible Pensioner, the Trustees may pay benefits to an undertaker or to a third party who, in the sole judgment of the Trustees, is equitably entitled to be reimbursed up to that amount for expenses incurred in connection with the burial of the Pensioner.

(c) The payment of the aforesaid Death Benefit shall be paid only upon the presentation to the Trustees of a satisfactory bill or other proof of the burial expenses or, where burial expenses have been paid, upon presentation of proof satisfactory to the Trustees that payment thereof has been made. In no event shall the Trustees be liable to the Pensioner or any Beneficiary or any third party for burial expenses, it being expressly understood that the payment to an undertaker or to a third party as aforesaid shall rest solely in the discretion of the Trustees and in no event shall the liability of the Fund exceed $5,000.

(d) If no Beneficiary has been designated or the designated Beneficiary has predeceased the Pensioner, the Death Benefit, or the remaining amount thereof after payment of burial expenses, will be paid to the following persons, if then living, in the following order of priority:

(1) the Pensioner's Spouse;

(2) the Pensioner's surviving child, or surviving children (in equal shares);

(3) the Pensioner's parents; or

(4) the Pensioner's surviving siblings (in equal shares).

If none of the above persons is living, the Death Benefit will be paid to the Pensioner's estate.

(e) If the Pensioner was receiving a Pro-Rata Pension in accordance with the provisions of Article IX of this Plan, the Death Benefit shall be paid only if the Pensioner last worked in Covered Employment under this Pension Fund immediately before his Retirement.

(f) The Death Benefit shall be in addition to any benefits that are paid under the provisions of the Minimum Number of Pension Payments. The Death Benefit shall not be paid, however, if at the time of his death, the Pensioner was still eligible for Life Insurance coverage under the eligibility rules of the Local 282 Welfare Trust Fund.

(g) Before paying the Death Benefit, the Trustees shall first deduct from the amount thereof the amount of any overpayment of pension benefits inadvertently made to or on behalf of a Pensioner.

3.18 Non-Duplication of Pensions

(a) Nothing contained in this Plan shall be construed as permitting any person to be entitled simultaneously to more than one type of pension under this Plan. If a Participant has met the requirements for more than one type of pension, he shall be entitled to receive the type of pension for which he is qualified that provides the highest monthly benefit.

(b) Notwithstanding paragraph (a), above, nothing herein shall prevent a Participant from receiving benefits both in his capacity as a Pensioner and in his capacity as a Spouse or Beneficiary of a deceased Pensioner.

3.19 Benefit Amounts and Rounding

(a) Benefit amounts shall be calculated on the basis of a Participant's total Pension Credits. Fractional years of Pension Credit shall be proportionately calculated in the determination of a Participant's benefit.

(b) All monthly pension amounts shall be rounded to the next higher multiple of $1.00 if it is not already a multiple of $1.00.

ARTICLE IV – PENSION CREDITS AND YEARS OF VESTING SERVICE

4.1 Pension Credits

For periods up to February 1, 1976 Pension Credits are granted in quarter year units. A Pension Quarter is any period of three consecutive months starting February 1st, May 1st, August 1st or November 1st. A year of Pension Credit consists of any four quarters of Pension Credit.

(a) <u>For Employment Before February 1, 1976</u>

(1) *During the Contribution Period – September 1, 1950 through January 31, 1976*. For the period on and after his Employer's Effec-

tive Date of Contributions, an Employee shall be credited with service at the rate of one quarter of Pension Credit for each Pension Quarter in which he worked for 36 days or more in Covered Employment prior to September 1, 1954, and for each Pension quarter in which he worked 25 days or more in Covered Employment on and after September 1, 1954.

(2) *Alternate Basis for Future Service Credit.* An Employee who has a total of 150 days or more in Covered Employment in any Pension Credit Year shall receive four quarters of Pension Credit for such year, even though he worked for less than 25 days in Covered Employment in any one or more of such quarters. For this purpose, a Pension Credit Year shall be deemed to run from August 1st through July 31st, both days inclusive.

(3) *Prior to the Contribution Period (Prior to September 1, 1950).* With respect to the period prior to the Employer's Effective Date of Contributions, an Employee shall be credited with a Pension Quarter for each period in which he worked for at least 36 days in Covered Employment if prior to September 1, 1954, or for 25 days or more if after September 1, 1954. An Employee shall also be credited with past service on the basis of employment covered by a Union contract with an Employer who went out of business or discontinued his trucking operations before September 1, 1956.

(b) Newly Participating Employers

(1) In the case of an Employer whose Effective Date of Contributions, either in whole or for a particular unit, is after August 31, 1956, service with that Employer before the Employer's Effective Date of Contributions shall not be credited until three years after the Employer's Effective Date of Contributions, nor shall pension benefits based on such past service accrue during such waiting period.

(2) In the case of an Employer whose Effective Date of Contributions either in whole or for a particular unit, is on or after March 1, 1976, service with that Employer before the Employer's Effective Date of Contributions shall not be credited until five years after the Employer's Effective Date of Contributions, nor shall pension benefits based on such past service accrue during such waiting period.

(3) In the case of an Employer whose Effective Date of Contributions, either in whole or for a particular unit, is on or after August 9, 1979, service with the Employer before the Employer's Effective Date of Contributions shall not be credited until five years after the Employer's Effective Date of Contributions, and such prior service shall be credited to the extent of the Employee's employment with that Employer up to a maximum of five years of Pension Credit. Pension benefits based upon such past service shall not accrue during such waiting period.

(4) No Past-Service Credit Where Employer Uses Free-Look Rule. Notwithstanding the foregoing or anything else in the Plan to the contrary, in the event an Employer withdraws from the Pension Plan, and pursuant to Section 10 of Article XI of the Trust Agreement does not incur withdrawal liability, any Pension Credits accrued by the Participant as a result of service with the Employer before the Employer's Effective Date of Contributions shall be cancelled, unless the Participant has already commenced receipt of a Pension under the Plan prior to the date of the Employer's withdrawal.

(c) For Employment After February 1, 1976

(1) *Generally.* A Participant other than a One Hundred Percent Owner shall be credited with Pension Credits on the basis of his Hours of Service in Covered Employment in accordance with the following schedule.

Generally Applicable Pension Credit Schedule

Hours of Service in Computation Period (February 1 - January 31)	Pension Credits
Less than 188	0
188-374	¼
375-561	½
562-749	¾
750 or more	1

(3) One Hundred Percent Owners

A One Hundred Percent Owner shall be credited with Pension Credits on the basis of his Hours of Service in Covered Employment in accordance with the following schedule:

Pension Credit Schedule for One Hundred Percent Owners

Hours of Service in Covered Employment in Computation Period (February 1 - January 31)	Pension Credits
Less than 425	0
425-849	¼
850-869	½
870-1,275	¾
1,276 or more	1

(4) For purposes of the foregoing schedules, a Participant who is covered by a Collective Bargaining Agreement requiring hourly vacation accrual and pay (whether directly from the Employer or from the Local 282 Vacation and Sick Leave Fund) shall be credited with an additional 8 Hours of Service for every 120 Hours of Service reported on his behalf to the Fund.

(5) Once an Employee has become a Participant, he shall receive Pension Credit based upon the foregoing schedule as of his first Hour of Service in Covered Employment.

(d) Non-Work Periods Covered. Notwithstanding anything herein to the contrary, in consideration of additional contributions to be made to the Plan by King Kullen Grocery Co., Inc. ("King Kullen") pursuant to the terms of the Settlement Agreement entered into between King Kullen and the Union on January 15, 1998 (the "King Kullen Settlement Agreement"), certain former Employees of King Kullen who had at least 23 years but less than 25 years of Pension Credit as of the date of their termination of employment, shall be credited with additional Pension Credit (up to a maximum of two Years of Pension Credit) so as to make them eligible for the Service Pension described in Section 3.3. In addition, in consideration of additional contributions to be made to the Plan by King Kullen pursuant to the terms of the King Kullen Settlement Agreement, certain former Employees of King Kullen who had at least eight years but less than 10 years of Pension Credit who had attained age 52 as of the date of their termination of employment, shall be credited with additional Pension Credits (up to a maximum of 1.75 years of Pension Credit) so as to make them eligible for the Early Retirement Pension described in Section 3.7. Upon payment of the additional contributions referred to herein, such former Employees shall be deemed to have 25 years of Pension Credit or 10 years of Pension Credit, as the case may be, for all purposes under the Plan. This paragraph (d) only shall apply to those former Employees of King Kullen described in an Appendix on file in the Fund office, whose employment was terminated on August 31, 1997, in connection with King Kullen's permanent shutdown of its warehouse facility located in Westbury, New York.

(e) Notwithstanding anything herein to the contrary, in the event of an accidental, on-the-job death of a Participant who had at least 24¾ years of Pension Credit, the Participant will be deemed to have had 25 years of Pension Credit.

(f) Notwithstanding anything herein to the contrary, in the event a non-building-trades Employer withdraws from the Fund and, as a result of such withdrawal, a non-building-trades Participant who has at least 24¾ years of Pension Credit ceases work in Covered Employment, the Participant will be deemed to have had 25 years of Pension Credit.

4.2 Years of Vesting Service

(a) General Rule. A Participant shall be credited with one Year of Vesting Service for each Computation Period during the Contribution Period (including periods before he became a Participant) in which he performed at least 750 (870 in the case of a One Hundred Percent Owner) Hours of Service. For purposes of the foregoing sentence, an Employee who is covered by a Collective Bargaining Agreement providing for hourly vacation accrual and pay (whether from the Employer directly or the Local 282 Vacation and Sick Leave Fund) shall be credited with an additional eight Hours of Service for every 120 Hours of Service reported to the Fund.

A Participant's "Vested Status" is defined in Section 6.10 of this Plan.

(b) Additions. If a Participant works with an Employer in a job not covered by this Plan and such employment is contiguous with his employment with that Employer in Covered Employment, his Hours of Service in such a non-covered job during the Contribution Period shall be counted toward a Year of Vesting Service.

(c) Exceptions. A Participant shall not be entitled to credit toward a Year of Vesting Service for the following periods:

(1) Years preceding a Permanent Break in Service as defined in Section 4.3.

(2) Years before February 1, 1971 unless the Participant earned at least 3 Years of Vesting Service after January 31, 1971.

(d) Non-Work Periods Covered. Notwithstanding anything contained herein to the contrary, in consideration of additional contributions to be made to the Plan by King Kullen pursuant to the terms of the King Kullen Settlement Agreement, certain former Employees of King Kullen who had at least 8 years but less than 10 years of Vesting Service and who have not attained age 52 as of the date of their termination of employment, shall be credited with additional Vesting Service (up to a maximum of 2 Years of Vesting Service) so as to make them eligible for the Vested Pension described in Section 3.9. Upon payment of the additional contributions referred to herein, such former Employees shall be deemed to have 10 years of Vesting Service for all purposes under the Plan. This paragraph (d) shall only apply to those former Employees of King Kullen described in an Appendix on file in the Fund office, whose employment was terminated on August 31, 1997, in connection with King Kullen's permanent shutdown of its warehouse facility located in Westbury, New York.

4.3 Breaks in Service

(a) General. If a Participant incurs a Break in Service before he has earned at least five Years of Vesting Service, it has the effect of canceling his standing under the Plan, that is, his participation, his previously credited Years of Vesting Service, and his previous Pension Credits. However, a Break in Service may be temporary, subject to repair by a sufficient amount of subsequent service. A longer Break in Service may be permanent.

(b) One-Year Break in Service

(1) A Participant shall incur a One-Year Break in Service if, in any Computation Period beginning after January 31, 1976, he fails to complete 188 (425 in the case of a One Hundred Percent Owner) Hours of Service in Covered Employment.

(2) Maternity/Paternity Leave shall be counted as if it were Covered Employment in determining whether a Break in Service has occurred. If a Participant is absent from Covered Employment by reason of (i) pregnancy, (ii) birth of a child of such Participant, (iii) placement of a child with such Participant in connection with adoption of such child, or (iv) to care for such

child for a period beginning immediately following such birth or placement, the Hours of Service that otherwise would have been credited to such Participant but for such absence shall be treated as Hours of Service up to a maximum of 188 (425 in the case of a One Hundred Percent Owner) for each such pregnancy or placement. The hours so credited shall be applied to the Computation Period in which such absence begins if doing so will prevent the Participant from incurring a One-Year Break in Service in that year; otherwise they shall be applied to the immediately following Computation Period. The Fund may require, as a condition of granting such credit, that the Participant establish to the satisfaction of the Trustees that the absence is for one of the reasons specified and the number of hours for which such absence occurred.

(3) Time of employment with an Employer in non-covered employment if creditable under Section 4.2(b), shall be counted as if it were Covered Employment in determining whether a Break in Service has occurred.

(4) A One-Year Break in Service is repairable, in the sense that its effects are eliminated if, before incurring a Permanent Break in Service, the Participant subsequently earns a Year of Vesting Service. In that situation, previously earned Years of Vesting Service and Pension Credits shall be restored. However, nothing in this paragraph (4) shall change the effect of a Permanent Break in Service or a separation from Covered Employment in accordance with Section 3.2(c).

(c) Permanent Break in Service After January 31, 1999. A Participant shall incur a Permanent Break in Service after January 31, 1999 if he has earned fewer than five Years of Vesting Service and has five consecutive One-Year Breaks in Service., including one after January 31, 1999.

(d) Permanent Break in Service from February 1, 1985 to January 31, 1999. A Participant shall incur a Permanent Break in Service during the period from February 1, 1985 to January 31, 1999, if:

(1) He has earned five or fewer Years of Vesting Service and has five consecutive One-Year Breaks in Service, including at least one after January 31, 1985, or

(2) He has earned at least six but less than 10 Years of Vesting Service and has a number of consecutive One-Year Breaks in Service, including at least one after January 31, 1985, that equals or exceeds the total number of Years of Vesting Service with which he had been credited. However, a Non-Bargained Employee who has at least one Hour of Service after February 29, 1988, shall not incur a Permanent Break in Service if he has earned five years of Vesting Service; provided, however, that notwithstanding any other provision of this Plan, in order to avoid a Permanent Break in Service for a period that began

between February 1, 1985 and January 31, 1999, the former Participant must complete a Year of Vesting Service before the number of consecutive One-Year Breaks in Service equals 5 or the number of Years of Vesting Service with which the Participant had been credited.

(e) Permanent Break in Service from February 1, 1976 to January 31, 1985. A Participant shall incur a Permanent Break in Service if during the period from February 1, 1976 to January 1, 1985, he has consecutive One-Year Breaks in Service, including at least one after February 1, 1976, that equal or exceed the total number of Years of Vesting Service with which he has been credited.

(f) Permanent Break in Service Before February 1, 1976. A Participant shall incur a Permanent Break in Service before February 1, 1976, in accordance with the following rules.

If there is a Break in Service in the continuity of an Employee's Pension Credit, he shall lose credit for his service prior to the Break in Service in accordance with the following:

(1) Effective April 1, 1970, all actively employed persons who, after April 1, 1970, earn future service credit and who thereafter apply for retirement benefits shall be subject to the following rules concerning continuity of credited service; these rules shall apply to all credited service including past service.

(A) If an Employee has accumulated less than five years of Pension Credit, a Break in Service shall occur if he fails to earn at least one quarter of Pension Credit in any 12 consecutive Pension Quarters.

(B) If an Employee has accumulated five years or more of Pension Credit, a Break in Service shall occur if he fails to earn at least one quarter of Pension Credit in any 20 consecutive Pension Quarters.

(2) For Participants other than those covered under Section 4.3(f)(1), above, a Break in Service shall occur (whether before or after the Effective Date of Contributions) if an Employee lacks credit for eight consecutive Pension Quarters or if he earns less than four quarters of Pension Credit within any period of 12 consecutive Pension Quarters.

(3) The following quarters shall not be counted toward the quarters constituting a Break in the continuity of an Employee's Pension Credit.

(A) Those quarters in which the lack of creditable employment was due to disability, but not more than a total of 12 such quarters, (except as provided immediately below), inclusive of any period for which Pension Credit may be granted under Section 4.4. Disability shall mean total inability because of injury or disease to engage in creditable employment, regardless of whether or not the injury or disease is compensable under the applicable workers' compensation law (the "Workers' Compensation Law"). However, for those quarters in which the lack of creditable employment was due solely to Disability compensable entirely under the Workers' Compensation Law, a total of up to 20 such quarters shall not be counted towards a Break. The Employee shall bear the burden of providing proof of Disability to the satisfaction of the Board of Trustees.

(B) Those quarters in which absence from creditable employment was due to assignment of the Employee by his Employer to employment (either as to nature and/or geographic location) not covered by the Pension Fund, provided the Employee has credit for Covered Employment for at least 12 Pension Quarters subsequent to such non-covered employment.

(g) <u>Effect of Permanent Break in Service</u>. If a Participant has not met the requirements for a pension and has a Permanent Break in Service:

(1) His previous Pension Credits and Years of Vesting Service shall be cancelled, and

(2) His participation shall be cancelled, new participation being subject to the provisions of Section 2.3.

4.4 Non-Work Periods Credited

An Employee with prior credited service who does not work in Covered Employment for the number of days as specified in Sections 4.1(a)(1) and (2) or the number of hours as specified in Section 4.1(b) or (c) shall be deemed to have worked in Covered Employment during periods of absence due to the following:

(a) <u>Accident and Sickness</u>

(1) For purposes of Sections 4.1(a)(1) and (2), an Employee shall be credited with days worked for each period of accident and sickness up to the maximum period compensated by the weekly accident and sickness benefit plan provided by the Local 282 Welfare Trust Fund or by any other Welfare Plan recognized for this purpose by the Trustees.

(2) For purposes of Section 4.1(c), an Employee shall be credited with Hours of Service for each period of accident and sickness up to the maximum period compensated by the weekly accident and sickness benefit plan provided by the Local 282 Welfare Trust Fund or by any other Welfare Plan recognized for this purpose by the Trustees, except that no more than 40 Hours of Service per week shall be credited for any period of accident and sickness and no more than 26 weeks shall be taken into account with respect to any single period of absence due to accident or sickness.

(b) <u>Disability</u>

An Employee shall be credited with days worked or Hours of Service for each period of Disability arising from Covered Employment for a period not exceeding 24 months for each injury compensated under the workers' compensation law. For this purpose, "Disability" shall mean total inability because of injury or disease to engage in Covered Employment.

(c) Military Service

(1) Service in the armed forces of the United States shall be credited to the extent required by law for Employees having prior credited service as specified in Sections 4.1(a) and 4.1(c).

(2) To protect his full rights, an Employee who left Covered Employment to enter such military service should apply for reemployment with his Employer within the time prescribed by law. Further, he must call his claim for credit for military service to the attention of the Trustees and be prepared to supply the evidence that the Trustees will need to determine his rights.

(3) Whether or not he is so entitled under law, if an Employee leaves Covered Employment to enter active service in the Armed Forces of the United States, the period of such military service shall not be counted as a Break in Service. Moreover, if he returns to Covered Employment (or makes himself available for Covered Employment) within 90 days after his separation from military service, the period of such military service shall be credited toward years of Pension Credit.

(4) Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service (as defined in section 414(u) of the Code) will be provided in accordance with Code section 414(u). In addition, in the case of a Participant who dies while performing qualified military service, survivors of the Participant shall be entitled to any additional benefits (including benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment with the Employer on account of death.

(d) Solely for purposes of determining whether a Participant has incurred a Break in Service on or after August 6, 1993, any leave of absence granted by the Employer, up to 12 weeks, that qualifies under the Family and Medical Leave Act (FMLA) shall not be counted as a Break in Service for purposes of determining eligibility and vesting.

4.5 Terminated Employers

If an Employer ceases to comply with the definition of Employer as set forth in Section 1.13, it shall be deemed a termination of participation by that Employer, and the following shall apply:

(a) Employment by that Employer for the period following termination shall not be credited as Covered Employment;

(b) Other prior employment by that Employer shall still be credited under this Plan (if otherwise creditable) except if a Break in Service as defined in Section 4.3 is incurred; and

(c) There shall be no refund of contributions nor reversion of assets to a terminated Employer, directly or indirectly, nor to any pension trust, annuity contract or pension plan of a terminated Employer.

4.6 Non-Duplication of Pension Credit or Vesting Service

Nothing in this Plan shall be construed to permit any Participant to receive Pension Credits with respect to a period for which the Participant previously received Pension Credit, including deemed credit under Section 4.1 or 4.4. In addition, nothing in this Plan shall be construed to permit any Participant to be credited with Vesting Service with respect to a period for which the Participant previously received Vesting Service, including deemed Vesting Service under Section 4.2.

ARTICLE V – AUTOMATIC FORM OF PAYMENT AND PRE-RETIREMENT SURVIVING SPOUSE PENSION

5.1 General

The following general provisions are subject to all of the conditions and limitations in this Article:

(a) A pension payable to a married Participant will be paid as a Qualified Joint and Survivor Pension unless:

(1) the Participant and Spouse elect another form of benefit (*i.e.*, a straight-life annuity with 60 guaranteed payments) in accordance with Section 5.2(g); or

(2) the Spouse is not a Qualified Spouse as defined below.

(b) If a married Participant with a Vested right to a pension under the Plan (other than a Disability Pension) dies before his pension payments have started, a Pre-Retirement Surviving Spouse Pension shall be payable as described in this Article.

(c) To be eligible to receive the survivor's pension under the Qualified Joint and Survivor Pension or the Pre-Retirement Surviving Spouse Pension, the Spouse must be a "Qualified Spouse." A Spouse is a Qualified Spouse if the Participant and Spouse were married throughout the one-year period ending on the Participant's Annuity Starting Date or, if earlier, the date of the Participant's death. A Spouse is also a Qualified Spouse if the Participant and Spouse married within the year immediately preceding the Participant's Annuity Starting Date and they were married for at least one year before his death. A Participant's former Spouse is a Qualified Spouse to the extent provided under a Qualified Domestic Relations Order.

5.2 Qualified Joint and Survivor Pension at Retirement

(a) If a Participant is not married on his Annuity Starting Date, the form of payment shall be the benefit payable, determined under Article III, for the life of the Participant with 60 monthly payments guaranteed. The 60-month guaranteed payment will be provided in accordance with Section 3.15.

(b) The pension (including a Disability Pension) of a Participant who is married to a Qualified Spouse on his Annuity Starting Date shall be paid in the form of a 50% Qualified Joint and Survivor Pension. As an alternative (and without Spousal consent), a married Participant may elect to receive payment in the form of a 75% Qualified Joint and Survivor Pension. A married Participant may waive the Qualified Joint and Survivor Pension form of payment with the written consent of his or her Spouse as set forth in Subsection (g) below.

(c) A 50% Qualified Joint and Survivor Pension means that the Participant will receive an adjusted monthly amount for life and, if the Participant dies before his Qualified Spouse, the latter will receive a monthly benefit for her lifetime of 50% of the Participant's adjusted monthly amount. The Participant's monthly amount shall be a percentage of the full monthly amount otherwise payable as a single life pension (after adjustment, if any, for Early Retirement) as follows:

(1) Regular Retirement: 90% plus .4% for each year that the Spouse's age is greater than the Participant's age with a maximum factor of 99%, or minus .4% for each year that the Spouse's age is less than the Participant's age.

(2) Disability Retirement: 82% plus .4% for each year that the Spouse's age is greater than the Participant's age with a maximum factor of 99%, or minus .4% for each year that the Spouse's age is less than the Participant's age.

(3) The adjusted amount of the Participant's pension shall be rounded to the next higher multiple of $1.00 if it is not already a multiple of $1.00.

(4) The adjustment factors provided in this Section are not in any respect to be deemed a Vested right of any Participant nor part of his accrued benefit. The factors are subject to change by the Board of Trustees, through amendment of this Pension Plan, provided that no amendment may reduce the amount of a Participant's monthly pension accrued up to the date the factors are changed.

(d) A 75% Qualified Joint and Survivor Pension means that the Participant will receive an adjusted monthly amount for life, and if the Participant dies before his or her Qualified Spouse, the latter will receive a monthly benefit for her lifetime of 75% of the Participant's adjusted monthly amount. The Participant's monthly amount shall be a percentage of the full monthly amount otherwise payable as a single life pension (after adjustment, if any, for early Retirement) as follows:

(1) <u>Regular Retirement:</u> 85% plus .6% for each year that the Spouse's age is greater than the Participant's age with a maximum factor of 99%, or minus .6% for each year that the Spouse's age is less than the Participant's age.

(2) <u>Disability Retirement:</u> 74% plus .5% for each year that the Spouse's age is greater than the Participant's age with a

maximum factor of 99%, or minus .5% for each year that the Spouse's age is less than the Participant's age.

(3) The adjusted amount of the Participant's pension shall be rounded to the next higher multiple of $1.00 if it is not already a multiple of $1.00.

(4) The adjustment factors provided in this Section are not in any respect to be deemed a Vested right of any Participant nor part of his accrued benefit. The factors are subject to change by the Board of Trustees, through amendment of this Pension Plan, provided that no amendments may reduce the amount of a Participant's monthly pension accrued up to the date the factors are changed.

(e) The pension payment form, once payments have begun, may not be revoked, and a married Pensioner's benefit payments under the Qualified Joint and Survivor Pension shall not be increased by reason of subsequent divorce or death of the Qualified Spouse before that of the Pensioner.

(f) Within a period of not less than 30, and not more than 180, days before a Participant's Annuity Starting Date, the Plan shall provide a retiring Participant with a written explanation of:

(A) the forms of payment available under the Plan;

(B) the Participant's right to make, and the effect of, an election to waive the Qualified Joint and Survivor Pension;

(C) the rights of the Participant's Spouse, including the right to consent to or deny consent to the election to waive the Qualified Joint and Survivor Pension; and

(D) the right to make, and the effect of, a revocation of the election to waive the Qualified Joint and Survivor Pension.

(1) Notwithstanding the foregoing, the written explanation described in (1), above, may be provided after the Annuity Starting Date, provided the requirements of Section 6.6(b)(2) are satisfied.

(g) The Qualified Joint and Survivor Pension may be waived in favor of another form of distribution (*i.e.*, a straight-life annuity with 60 months of guaranteed payments or Social Security Level Income Option) only as follows:

(1) The Participant files the waiver in writing in such form as the Trustees may prescribe, and the Participant's Spouse acknowledges the effect of the waiver and consents to it in writing, witnessed by a notary public; or

(2) The Participant establishes to the satisfaction of the Trustees that:

(A) he is not married;

(B) the Spouse whose consent would be required cannot be located;

(C) the Participant and the Spouse are legally separated; or

(D) the Participant has been abandoned by the Spouse as confirmed by court order.

If the Spouse is legally incompetent, consent under this Section may be given by his or her legal guardian, including the Participant if authorized to act as the Spouse's legal guardian.

(3) Any election to waive the Qualified Joint and Survivor Pension and any required Spousal consent must be filed with the Trustees within one hundred eighty (180) days before the Annuity Starting Date. Such waiver may be made only after the Participant and his or her Spouse have been provided with a written explanation as described under Subsection (f), above.

(4) A Spouse's consent to a waiver of the Qualified Joint and Survivor Pension shall be effective only with respect to that Spouse, and shall be irrevocable unless the Participant revokes the waiver to which it relates.

(5) The election to waive the Qualified Joint and Survivor Pension may be revoked by the Participant in writing without the consent of the Spouse at any time within one hundred eighty (180) days prior to the Annuity Starting Date.

(h) If a Spouse and Participant have been married for less than one year prior to the Participant's Annuity Start Date, pension payments to the Participant shall be made in the amount adjusted for the Qualified Joint and Survivor Pension. If the Participant then dies after having been married to the Spouse for less than one year, such that the Spouse is not a Qualified Spouse at the Participant's death and, as a result, is not eligible to receive the survivor's pension under the Qualified Joint and Survivor Pension, the difference between the amounts that had been paid and the amounts that would have been paid if the monthly amount had not been adjusted for the Qualified Joint and Survivor Pension shall be paid to the Spouse, if then alive, and otherwise to the Participant's Estate.

5.3 Pre-Retirement Surviving Spouse Pension

(a) If a Participant who has a Qualified Spouse dies before his Annuity Starting Date but at a time when he had earned a Vested right to a pension, a Pre-Retirement Surviving Spouse Pension shall be paid to his surviving Qualified Spouse.

(b) If the Participant described in (a) above died at a time when he would have been eligible to begin receiving payment of a pension (other than a Disability Pension) had he Retired, the surviving Qualified Spouse shall be entitled to a lifetime Pre-Retirement Surviving Spouse Pension determined in accordance with the provisions of Section 5.2 as if the Participant had Retired the day before he died.

(c) If the Participant described in (a) died before he would have been eligible to begin receiving pension payments had he Retired (other than a Disability Pension if he died before its Annuity Starting Date), the surviving Qualified Spouse shall be entitled to a Pre-Retirement Surviving Spouse Pension determined as if the Participant had separated from service under the Plan on the earlier of the date he last had Hours of Service in Covered Employment or the date of his death, had survived to the earliest age at which a pension (other than a Disability Pension) would be payable to him under the Plan, Retired at that age with an immediate 50% Qualified Joint and Survivor Pension, and died the next day. However, subject to Section 5.3(e)(1), below, the Pre-Retirement Surviving Spouse Pension payments shall commence on the date that the Participant would have attained the earliest retirement age at which he would have qualified for a pension and the amount is 50% of what the Participant's pension amount would have been, after adjustment, if any, for the early Retirement and for the 50% Qualified Joint and Survivor Pension form. The amount shall be determined under the terms of the Plan in effect when the Participant last had Hours of Service in Covered Employment, unless otherwise expressly specified.

(d) <u>Elections and Alternate Benefit Forms</u>

(1) *Election to Defer Receipt of Pre-Retirement Surviving Spouse Pension.* Notwithstanding any other provisions of this Article, a Qualified Spouse may elect to defer the commencement of the Pre-Retirement Surviving Spouse Pension by filing an election in writing on a form prescribed by the Trustees for that purpose, until a specified date in accordance with Section 11.2(b)(2). The amount payable at that time shall be determined as described in paragraphs (c) and (d) of this Section except that the benefit shall be paid in accordance with the terms of the plan in effect when the Participant last had Hours of Service in Covered Employment (unless otherwise specified) as if the Participant had Retired with a 50% Qualified Joint and Survivor Pension on the day before the surviving Qualified Spouse's payments are scheduled to start, and died the next day.

(2) *Spouse's Pension in Lieu of Pre-Retirement Surviving Spouse Pension.* Pursuant to Section 5.7, if eligible, a Spouse's Pension pursuant to Section 3.16 shall be paid in lieu of the Pre-Retirement Surviving Spouse Pension described in this Section 5.3.

(e) Notwithstanding any other provisions of the Plan, if the Annuity Starting Date for the Pre-Retirement Surviving Spouse Benefit is after the Participant's earliest Retirement date, the benefit shall be determined as if the Participant had died on the surviving Qualified Spouse's Annuity Starting Date after retiring with a Qualified Joint and Survivor Pension the day before, taking into account any actuarial adjustments to the Participant's accrued benefit that would have applied as of that date.

5.4 Relation to Qualified Domestic Relations Order

Any rights of a former Spouse or other alternate payee under a Qualified Domestic Relations Order with respect to a Participant's pension shall take precedence over those of any later Spouse of the Participant under this Article.

Where a QDRO has been entered with respect to a Participant that calls for an alternate payee to receive a portion of the monthly Pension payment to which the Participant would otherwise be entitled, and such alternate payee predeceases the Participant, the Participant shall subsequently (after the conclusion of any guaranteed payments to which the alternate payee was entitled) receive the full monthly amount to which he is entitled based on his service credit, as if no QDRO had been entered.

5.5 Trustees' Reliance

The Trustees shall be entitled to rely on written representations, consents, and revocations submitted by Participants, Spouses or other parties in making determinations under this Article and, unless such reliance is arbitrary or capricious, the Trustees' determinations shall be final and binding, and shall discharge the Fund and the Trustees from liability to the extent of the payments made.

5.6 Minimum Number of Pension Payments

If a Participant elects the Qualified Joint and Survivor Pension or if a Participant fails to reject such option upon Retirement, the Minimum Number of Pension Payments as provided in Section 3.15 shall not apply.

5.7 Spouse's Benefit

This Plan provides for a Spouse's Pension in the amount of the Participant's pension benefit in accordance with Section 3.16. This benefit is greater than that required by law; therefore, such Participant shall not be offered the Qualified Joint and Survivor Pension. However, if the Participant dies within two years of his marriage, or if the Pensioner dies within two years of his marriage that was in existence on the Annuity Starting Date of his Pension or if the surviving Spouse remarries, the surviving Spouse of the Participant or Pensioner shall not be entitled to the benefit payable under the Spouse's Pension, but, instead, shall be entitled to the benefit payable to the surviving Spouse under the Qualified Joint and Survivor Pension or, where applicable, the minimum number of pension payments as described in Section 3.15.

ARTICLE VI – APPLICATIONS, BENEFIT PAYMENTS, AND RETIREMENT

6.1 Applications

(a) A pension must be applied for in writing filed with the Trustees in advance of its Annuity Starting Date. Except as otherwise provided in Section 6.6, a pension shall first be payable for the first month after the month in which the application is filed, unless the Trustees find that failure to make timely application was due to extenuating circumstances.

(b) The Trustees will notify the Participant of the relative value of benefit payment options when a benefit under the Plan is requested, including a general description of the material features, and an explanation of the relative values, of the optional forms of benefit available under the Plan in accordance with the notice requirements of IRC 417(a)(3) and Treasury Regulations 1.417(a)(3)-1.

6.2 Information and Proof

(a) Every Participant or Pensioner shall furnish, at the request of the Trustees, any information or proof reasonably required to determine his benefit rights. If the claimant makes a willfully false statement material to his application or furnishes fraudulent information or proof, material to his claim, benefits not Vested under this Plan (as defined in Section 6.10) may be denied, suspended, or discontinued. The Trustees shall have the right to recover any benefit payments made in reliance on any willfully false or fraudulent statement, information, or proof submitted by a Participant, Pensioner, Qualified Spouse or Beneficiary.

(b) An Employee's acceptance of payment in cash or otherwise from an Employer for Hours of Service in Covered Employment that have not been reported to the Funds, where the Employee knew or should have known that the hours would not be reported, shall constitute sufficient reason for the Trustees, in their discretion, to deny, discontinue, suspend, reduce, or otherwise impair the Employee or Pensioner's non-Vested benefits and those provided to his Beneficiaries.

(c) An Employee who believes that he is entitled to Pension Credit for Covered Employment that is not reflected in the Fund office's records of his employment history must provide documentation of the claimed periods of Covered Employment, including but not limited to, Social Security records, pay stubs, W-2 forms, or any other proof that supports the claim for additional Pension Credit. If the Employee does not produce documentation to support his claim for additional Pension Credit, he will not receive Pension Credit for any Covered Employment that is not reflected in the Fund office records. The mere submission of documentation in support of a claim for additional Pension Credit does not entitle an Employee to any additional Pension Credit. The Trustees have the sole discretion and authority to determine whether the documents submitted sufficiently evidence work in Covered Employment. The determination of the Trustees is subject to the appeals procedures in Section 6.4.

6.3 Action of Trustees

The Trustees and their delegees shall have discretionary authority to interpret and construe the terms of the Plan and any other Plan documents and to decide all matters arising in connection with the operation or administration of the Plan, including specifically, but not by way of limitation, the right to determine questions regarding Pension Credits, eligibility, claims, amount, type and Annuity Starting Date, survivor rights, Beneficiary designations, marital status, and disability claims. The Trustees and their delegees shall, subject to the requirements of the law, be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan. All such determinations and interpretations made by the Trustees and their delegees shall be made in a consistent and nondiscriminatory manner, shall be final and binding upon all Participants, Beneficiaries and all other individuals claiming benefits under the Plan, and shall be given deference in all courts of law to the greatest extent allowed under applicable law, and shall not be overturned or set aside unless found to be arbitrary and capricious or made in bad faith.

6.4 Claims and Appeals Procedures

The following procedures shall be followed in applying for Retirement benefits:

(a) A Participant or Beneficiary (or his duly authorized representative) shall notify the Plan of a claim for benefits. Such notification shall be made in writing and shall set forth the basis of the claim and shall authorize the Trustees to conduct such examination as may be necessary to determine the validity of the claim and to take such steps as may be necessary to facilitate the payment of benefits to which the Participant or Beneficiary may be entitled under the terms or the Plan. The Board of Trustees may delegate their responsibilities under this Section to the Fund Administrator, the Assistant Fund Administrator or any other employee or third party selected by the Trustees in their discretion for the purpose of deciding claims and appeals hereunder, in which case such person or persons shall have all of the discretionary authority vested in the Board of Trustees hereunder.

(b) If a claim (other than a claim for a Disability Pension) is wholly or partially denied or an adverse benefit determination is otherwise made, written notice of the adverse benefit determination shall be furnished to the Participant or Beneficiary within a reasonable period of time, but not later than 90 days after the claim is received by the Board of Trustees. If the Board of Trustees determines that special circumstances require an extension of time to process the claim, the initial 90-day period may be extended for an additional 90 days. In the event an extension is required, the Participant or Beneficiary shall receive a written notice, before the initial 90-day period expires, describing the special circumstances requiring an extension of time and the date by which the Trustees expect to render a decision.

(c) In the case of a claim for Disability Pension, written notice of the adverse benefit determination shall be furnished to the Participant within a reasonable period of time, but no later than 45 days after the claim is received by the Board of Trustees. This 45-day period may be extended for an additional 30 days provided that the Board of Trustees determines that an extension is necessary, due to matters beyond its control, and the Trustees notify the Participant prior to the end of the 45-day period of the circumstances requiring the extension of time and the date by which the Trustees expect to render a decision. If prior to the end of this 30-day extension period, the

Board of Trustees determines that due to matters beyond its control, additional time is necessary to process the claim, the period for making a determination may be extended for up to an additional 30 days, provided the Trustees notify the Participant prior to the end of the 30-day period of the circumstances requiring the extension and the date by which the Plan expects to make a decision. Any notice of extension shall specifically explain the standards on which entitlement to disability Retirement benefits is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues.

(d) If either the first or the second extension described above is required due to the Participant's failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent to the Participant until the date on which the Participant responds to the Board of Trustees' request for information, and the Participant shall be afforded at least 45 days within which to provide any additional information so requested.

(e) In the event a claim is denied, in whole or in part, the Participant or Beneficiary shall receive written notice describing (i) the specific reason(s) for the denial, (ii) with references to the specific Plan provisions on which the decision was based, (iii) where appropriate, an explanation of what additional material or information is needed to perfect the claim and an explanation of why such material or information is needed, (iv) an explanation of the Plan's claim review procedure and the time limits applicable to such procedures, and (v) a statement of the Participant's or Beneficiary's right to bring a civil action under Section 502(a) of ERISA upon an adverse benefit determination on review.

(f) With respect to a claim for a Disability Pension, if the denial was based on an internal rule, guideline, protocol, or other similar criterion in making a benefit determination hereunder, the Participant shall also be provided with a description of such information, or a statement that such rule, guideline, protocol or other criterion will be provided free of charge to the Participant upon request.

(g) A Participant or Beneficiary with respect to whom the Board of Trustees has made an adverse benefit determination shall be entitled to appeal an adverse benefit determination by filing with the Trustees a request for a review and must file an appeal if the Participant or Beneficiary wishes to challenge the benefit determination in court. Such request must be filed with the Trustees (or duly authorized committee) no later than 60 days (or, with respect to a claim for Disability Pension, no later than 180 days) after receipt of a notification of an adverse benefit determination. As part of the review, a Participant or Beneficiary shall have the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. Furthermore, a Participant or Beneficiary shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant (as defined in Department of Labor Regulations section 2560.503-1 (m)(8)) to the Participant's or Beneficiary's claim for benefits.

(h) The review shall take into account all comments, documents, records and other information submitted by the Participant or Beneficiary relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(i) A review of a claim for Disability Pension shall not afford deference to the initial benefit determination and shall be conducted by an appropriately named Plan fiduciary who is neither the individual who made the initial decision on the claim, nor a subordinate of such individual. If the claim is based, in whole or part, on a medical judgment, the Plan fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Any health care professional consulted with on appeal shall not be the same health care professional who was consulted with on the initial decision on the claim, or a subordinate of such individual. A Participant may be provided with, upon request, the identification of any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the claim, without regard to whether the advice was relied upon in making the decision.

(j) A final decision as to the appeal shall be made by the Trustees at its next regularly scheduled Board of Trustees meeting if the appeal is received by the Trustees at least 30 days before the meeting. If the appeal is received by the Trustees less than 30 days before the next regularly scheduled meeting, the appeal will be reviewed at the second meeting following the Trustees' receipt of the request for review.

(k) If special circumstances require an extension of time for reviewing the appeal, the appeal will be reviewed during the third Trustees' meeting following the Trustees' receipt of the request for a review. If any such extension is required due to the Participant's or Beneficiary's failure to submit information necessary to decide the appeal, the period for making the determination will be tolled from the date on which the extension notice is sent to the Participant or Beneficiary until the date on which the Participant or Beneficiary responds to the Trustees' request for information. To the extent required by law, the Participant or Beneficiary shall be afforded at least 45 days within which to provide any additional information so requested.

(l) The Trustees' decision shall be in writing and sent to the Participant or Beneficiary no later than five days after such decision is made. If adverse, the notice of decision shall include: (i) the specific reason(s) for the decision, (ii) with specific references to the Plan provisions on which the decision is based, (iii) a statement that the Participant or Beneficiary 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 Participant's or Beneficiary's claim for benefits, and (iv) a statement of the Participant's or Beneficiary's right to bring a civil action under section 502(a) of ERISA.

(m) With respect to a claim for a Disability Pension, such notice shall also include a description of any rule, guideline, protocol, or other similar criterion that was relied upon in making the adverse determination, or a statement that such rule, guideline, protocol or other similar criterion will be made available to the Participant free of charge upon request.

6.5 Statute of Limitations for Commencing Litigation

A Participant or Beneficiary may have a right to bring a civil action under ERISA section 502(a) following an adverse benefit determination on review. However, a Participant or Beneficiary must exhaust the claims and appeals procedure provided in Section 6.4 before he may bring legal action seeking payment of benefits under the Plan. Under no circumstances may any legal action be commenced or maintained against the Plan, the Fund, the Board of Trustees, or any employee or representative of the Plan or the Fund more than one year after the Board of Trustees' decision on appeal.

6.6 Benefit Payments Generally

(a) A Participant who is eligible to receive benefits under this Plan and makes application in accordance with the rules of this Pension Plan shall be entitled upon Retirement to receive the monthly benefits provided for the remainder of his life, subject to the provisions of this Plan.

(b) The "Annuity Starting Date" is the date as of which benefits are calculated and paid under the Plan and shall be the first day of the first month after or coincident with the month in which the Participant has fulfilled all of the conditions for entitlement to benefits, including the filing of an application for benefits (unless retroactive payments are elected in accordance with Section 6.6(c), below).

(1) Notwithstanding the foregoing, the Annuity Starting Date shall not begin less than 30 days after the Plan advises the Participant of the available benefit payment options, unless:

(A) the Participant and Spouse, if any, consent in writing to the commencement of payments before the end of the 30-day period and distribution of the Pension begins more than seven days after the written explanation was provided to the Participant and Spouse;

(B) The Participant's benefit was previously being paid because of an election after the Normal Retirement Age; or

(C) the benefit is being paid out automatically as a lump sum in accordance with Section 6.19.

(c) However, in no event unless a Participant elects otherwise, shall the payment of benefits begin later than the 60th day after the later of the close of the Plan Year in which:

(1) The Participant attains Normal Retirement Age; or

(2) The Participant terminates Covered Employment and Retires.

A Participant may, however, elect in writing filed with the Trustees, to receive benefits first payable for a later month, provided that no such election postpones the Annuity Starting Date of the Participant's pension until after the Required Beginning Date as defined in Section 6.6(e).

(d) A Participant who Retires before his Normal Retirement Age and then earns additional benefit accruals under the Plan through reemployment will have a separate Annuity Starting Date determined under Section 6.6(b), or, if later, 30 days after the Plan advises the Participant of the available benefit payment options, unless the benefit is being paid as a Qualified Joint and Survivor Pension, or at or after the Participant's Normal Retirement Age, or the Participant and Spouse (if any) consent in writing to the commencement of payments before the end of that 30 day period, with respect to those additional accruals. An Annuity Starting Date that is on or after Normal Retirement Age shall apply for any additional benefits accrued through reemployment after Normal Retirement Age.

(e) Notwithstanding any provision of the Plan to the contrary, the Fund will begin benefit payments to all Participants by their Required Beginning Dates, whether or not they apply for benefits.

(1) A Participant's Required Beginning Date is April 1 of the calendar year following the year the Participant reaches 70½, provided that, for a Participant who reaches 70½ before 1988, other than a 5% owner as defined in IRC Section 416, the Required Beginning Date is April 1 of the calendar year in which the Participant ceases Covered Employment if that is later.

(2) If a Participant who is definitely located fails to file a completed application for benefits on a timely basis, the Fund will establish the Participant's Required Beginning Date as the Annuity Starting Date and begin benefit payments as follows:

(A) In the form of a Qualified Joint and Survivor Pension calculated on the assumptions that the Participant is and has been married for at least one year by his Annuity Starting Date and that the Participant is three years older than the Spouse.

(B) The benefit payment form specified here will be irrevocable once it begins, with the sole exception that it may be changed to a single-life annuity if the Participant proves that he did not have a Qualified Spouse (including an alternate payee under a QDRO) on the Required Beginning Date; also, the amounts of future benefits will be adjusted based on the actual age difference between the Participant and Spouse if proven to be different from the foregoing assumptions.

(C) Federal, state and local income tax, and any other applicable taxes, will be withheld from the benefit payments as required by law or determined by the Trustees to be appropriate for the protection of the Fund and the Participant.

(f) Any additional benefits earned by a Participant in Covered Employment after Normal Retirement Age will be determined at the end of each Plan Year and will be payable as of February 1 following the end of the Plan Year in which it accrued, provided payment of benefits at that time is not suspended pursuant to Section 6.8 or postponed due to the Participant's continued employment.

(1) Additional benefits described in this Subsection that are not suspended or postponed will be paid in the payment form in effect for the Participant as of the Annuity Starting Date most recently preceding the date the additional benefit became payable.

(g) Pension payments shall end with the payment for the month in which the death of the Pensioner occurs except as provided in accordance with a Qualified Joint and Survivor Pension and any other provision of this Plan for payments after the death of the Pensioner.

(h) Notwithstanding anything herein to the contrary, benefit payments will begin in accordance with Section 11.2.

6.7 Retirement

In general, to be considered Retired, a Participant must have separated from service with any and all Employers that were required to contribute to the Fund on behalf of the Participant and with any and all corporations, trades or businesses under common control with any and all such Employers, within the meaning of Code Section 414(b) and (c), and any and all members of an affiliated service group with any such Employers, within the meaning of Code Section 414(m), and with all other businesses required to be aggregated under Code Section 414(o) with any and all such Employers.

6.8 Suspension of Benefits

(a) <u>Before Normal Retirement Age</u>

(1) The monthly benefit shall be suspended for any month in which the Participant is employed in disqualifying employment before he has attained Normal Retirement Age. "Disqualifying employment," for the period before Normal Retirement Age, is any employment in a job classification covered by a Local 282 Collective Bargaining Agreement that is performed in New York City, Nassau County, Suffolk County, Westchester County or New Jersey, whether or not such work is performed for a union or non-union employer or is engaged in on a self-employed basis.

(2) The Trustees may, for good cause, waive a period of suspension in benefits.

(b) After Normal Retirement Age

(1) If the Participant has attained Normal Retirement Age, his monthly benefit shall be suspended for any month in which he worked or was paid for at least 40 hours in disqualifying employment. After attainment of Normal Retirement Age, "disqualifying employment" means employment or self-employment that is (i) in an industry covered by the Plan when the Participant's pension payments began, (ii) in the geographic area covered by the Plan when the Participant's pension began, and (iii) in any occupation in which the Participant worked under the Plan at any time or any occupation covered by the Plan at the time the Participant's pension payments began. However, if a Participant worked in Covered Employment only in a skilled trade or craft, employment or self-employment shall be disqualifying only if it is in work that involves the skill or skills of that trade directly or, as in the case of supervisory work, indirectly. Notwithstanding the foregoing, any work for at least 40 hours in a month for which contributions are required to be made to the Plan shall be disqualifying.

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

(3) The geographic area covered by the Plan is the State of New York and any other area covered by the Plan when the Participant's pension began or, but for suspension under this Article, would have begun.

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

(5) Paid non-work time shall be counted toward the measure of 40 hours if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. A Participant shall be considered as paid for a day if he is paid for at least one hour of work or non-work time, as described in the preceding sentence, performed on or attributed to that day.

(c) Definition of Suspension. "Suspension of Benefits" for a month means non-entitlement to benefits for the month. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recoverable through deductions from future pension payments, pursuant to Subsection (g).

(d) Notices

(1) At Normal Retirement Age or upon commencement of pension payments, the Trustees shall notify the Participant of the Plan's rules governing suspension of benefits, including iden-

tity of the industries and geographic area covered by the Plan. If benefits have been suspended and payment resumed, new notification shall, upon resumption, be given to the Participant, if there has been any material change in the suspension rules or the identity of the industries or area covered by the Plan.

(2) A Pensioner shall notify the Plan in writing within 30 days after starting any work of a type that is or may be disqualifying under the provisions of the Plan and without regard to the number of hours of such work (that is, whether or not less than 40 hours in a month). If a Pensioner has worked in disqualifying employment in any month and has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he worked for at least 40 hours in such month, and any subsequent month before the Pensioner gives notice that he has ceased disqualifying employment. The Pensioner shall have the right to overcome such presumption by establishing that his work was not in fact an appropriate basis, under the Plan, for suspension of his benefits. The Trustees shall inform all Pensioners at least once every 12 months of the reemployment notification requirements and the presumptions set forth in this paragraph.

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

(4) A Participant may ask the Plan whether a particular employment will be disqualifying. The Plan shall provide the Participant with its determination.

(5) The Plan shall inform a Participant of any suspension of his benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, copy of the relevant provisions of the Plan, reference to the applicable regulation of the U.S. Department of Labor and a statement of the procedure for securing a review of the suspension. In addition, the notice shall describe the procedure for the Participant to notify the Plan when his disqualifying employment ends. If the Plan intends to recover prior overpayments by offset under Subsection (g)(2), the suspension notice shall explain the offset procedure and identify the amount expected to be recovered and the periods of employment to which they relate.

(e) Review. A Participant shall be entitled to a review of the determination suspending his benefits by written request filed with the Trustees within 180 days of the notice of suspension. The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be disqualifying.

(f) Waiver of Suspension. The Trustees may, from time to time, adopt by resolution, objective standards under which benefits will not be suspended for engaging in specified types or categories of disqualifying employment, for the period specified in the resolution granting the exemption.

(g) Resumption of Benefit Payments

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

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

(h) No Suspension After Required Beginning Date. No benefits shall be suspended under this Article for months starting on and after a Participant's Required Beginning Date as defined in Section 6.6(e).

6.9 Benefit Payments Following Suspension

(a) Resumed Amount. The monthly amount of pension when resumed after suspension shall be determined under paragraph (1) and adjusted for any optional form of payment in accordance with paragraph (2). Nothing in this section shall be understood to extend any benefit increase or adjustment effective after the Participant's initial Retirement to the amount of pension upon resumption of payment, except to the extent that it may be expressly directed by other provisions of the Plan.

(1) The amount shall be determined as if it were then being determined for the first time, but on the basis of an adjusted age. The adjusted age shall be the age of the Participant at the beginning of the first month for which payment is resumed, reduced by the months for which he previously received benefits to which he was entitled.

(2) The amount determined under the above paragraphs shall be adjusted for any survivor's pension option or any other optional form of benefit in accordance with which the benefits of the Participant and any contingent annuitant or Beneficiary are payable.

(b) Pensioners who return to Covered Employment:

(1) A Pensioner who returns to Covered Employment for an insufficient period of time to earn five Years of Pension Credit shall be entitled to a proportionate benefit based upon Pension Credits and the benefit level attained prior to the initial Retirement and Pension Credits earned since his return to Covered Employment and the benefit level in effect at his subsequent Retirement date, subject to the restrictions in Section 3.2.

(2) If a Pensioner who returns to Covered Employment earns five or more Years of Pension Credit, he shall, upon his subsequent Retirement, be entitled to a re-computation of his pension amount, based on any additional Pension Credits, subject to the restrictions in Section 3.2.

(c) A Qualified Joint and Survivor Option in effect immediately prior to suspension of benefits and any other benefit following the death of the Pensioner shall remain effective if the Pensioner's death occurs while his benefits are in suspension. If a Pensioner has returned to Covered Employment, he shall not be entitled to a new election as to the Qualified Joint and Survivor option or any other optional form of benefit, nor shall the Pre-Retirement Surviving Spouse Pension be payable if the Pensioner dies while reemployed.

(d) Disability Pensioners who return to Covered Employment: A Disability Pensioner who loses entitlement to the Disability Pension, resumes Covered Employment, and subsequently Retires after accruing at least five additional years of Pension Credit, shall have his Pension Benefit computed without regard to his previous Pension Benefit. The period of time during which such an Employee received a Disability Pension shall not constitute a Break in Service.

6.10 Vested Status or Nonforfeitability.

(a) ERISA requires that certain of the benefits under this Plan be Vested or "nonforfeitable"

(b) Vested Status is earned as follows:

(1) A Participant's right to his Regular Pension is nonforfeitable upon his attainment of Normal Retirement Age, except to the extent that past service benefits are cancelled, pursuant to Section 7.4, because the Employer has ceased to contribute to the Plan with respect to the employment unit in which the Participant was employed.

(2) A Participant acquires Vested Status after completion of 5 Years of Vesting Service, excluding Years of Vesting Service prior to a Break in Service.

(c) ERISA also provides certain limitations on any Plan amendment that may change the Plan's vesting schedule. In accordance with those legal limitations, no amendment of this Plan may take away a Participant's Vested Status if he has already earned it at the time of the amendment. Also, an amendment may not change the schedule on the basis of which a Participant acquires Vested Status, unless each

Participant who has credit for at least three Years of Vesting Service at the time the amendment is adopted or effective (whichever is later) is given the option of achieving Vested Status on the basis of the pre-amendment schedule. That option may be exercised within 60 days after the latest of the following dates:

(1) when the amendment was adopted;

(2) when the amendment was effective; or

(3) when the Participant was given written notice of the amendment.

(d) For purposes of applying this Section and of determining when a Participant has acquired nonforfeitable rights, the vesting schedule of this Plan consists of 100 percent nonforfeitability for a Participant who has completed at least 5 Years of Vesting Service.

6.11 Non-Duplication With Disability Benefits

No pension benefits shall be payable for any month for which the Participant or Pensioner receives wage indemnification for disability from the Local 282 Welfare Trust Fund.

6.12 Incompetence or Incapacity of a Pensioner or Beneficiary

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

6.13 Non-Assignment of Benefits

(a) No Participant, Pensioner, Qualified Spouse or Beneficiary entitled to any benefits under this Pension Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair, in any manner, his or her legal or beneficial interest, or any interest in assets of the Pension Fund, or benefits of this Pension Plan. Neither the Pension Fund nor any of the assets thereof shall be liable for the debts of any Participant, Pensioner, Qualified Spouse or Beneficiary entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court or action or proceeding.

(b) Notwithstanding the foregoing, paragraph (a) shall not preclude:

(1) Any offset or recovery of benefits in accordance with Section 6.21;

(2) Any benefits from being paid in accordance with the requirements of any QDRO; and

(3) Any offset of a Participant's benefits as provided under Code section 401(a)(13) with respect to:

(A) a judgment of conviction for a crime involving the Plan;

(B) a civil judgment, consent order or decree in an action for breach or alleged breach of fiduciary duty under ERISA involving the Plan; or

(C) a settlement agreement between the Participant and either the Secretary of Labor or the Pension Benefit Guaranty Corporation in connection with a breach of fiduciary duty under ERISA by a fiduciary or any other person, which court order, judgment, decree or agreement is issued or entered into and specifically requires the Plan to offset against a Participant's benefits.

(4) However, an offset under Code section 401(a)(13) against a married Participant's benefits shall be valid only if one of the following conditions is satisfied:

(A) if the written Spousal consent is obtained;

(B) the Spouse is required by a judgment, order, decree or agreement to pay the Plan any amount, or

(C) a judgment, order, decree or agreement provides that the Spouse shall receive a survivor annuity, as required by section 401(a)(11) of the Internal Revenue Code, determined as if the Participant terminated employment on the offset date (with no offset to his benefits), to begin on or after Normal Retirement Age, and providing a 50% Qualified Joint and Survivor Pension and a Qualified Pre-Retirement Surviving Spouse Pension.

6.14 No Right to Assets

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

6.15 Mergers

In the case of any merger or transfer of assets or liabilities to any other plan, no accrued benefit of a Participant or Beneficiary will be lower immediately after the effective date of the merger or transfer than the benefit he would have been entitled to receive immediately before such merger or transfer. This Section shall apply only to the extent determined by the Pension Benefit Guaranty Corporation.

6.16 Designation of Beneficiary

A Participant who is not married and a married Participant with Spousal consent may designate a Beneficiary to receive the 60 monthly payments specified in Section 3.15. Such a designation shall be valid only if made in writing on forms provided by the Board of Trustees and filed with the Board of Trustees. If a Participant does not so designate a Beneficiary, the

Beneficiary whom the Participant has last named for his or her life insurance provided by the Local 282 Welfare Trust Fund shall be deemed his Beneficiary for all purposes of this Pension Plan. If a Beneficiary has not been named by either of the foregoing procedures, the 60 monthly payments specified in Section 3.15 will be paid to the recipient of the Death Benefit described in Section 3.17(d).

6.17 Direct Rollover

(a) In General. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Article, a distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions

(1) *Eligible rollover distribution.* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); and the portion of any distribution that is not included in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(2) *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), an annuity plan described in Code section 403(a), or a qualified trust described in Code section 401(a), an annuity contract described in Code section 403(b), and an eligible plan described under Code section 457(b) (which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state which agrees to separately account for amounts transferred into such plan from this Plan), that accepts the Distributee's Eligible Rollover Distribution. This definition of eligible retirement plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a QDRO, as defined in Code section 414(p).

In the case of an eligible rollover distribution to a nonspousal distributee (a "Nonspouse Rollover"), an eligible retirement plan is an individual retirement account described in section 408(a) of the Code or an individual retirement annuity described in section 408(b) of the Code that was established for the purpose of receiving the distribution on behalf of such nonspousal

Distributee. In order for such eligible retirement plan to accept a Nonspouse Rollover on behalf of a nonspousal Distributee, (i) a direct trustee-to-trustee transfer must be made to such eligible retirement plan and shall be treated as an eligible rollover distribution for purposes of the Code, (ii) the individual retirement plan shall be treated as an inherited individual retirement account or individual retirement annuity (within the meaning of section 408(d)(3)(C) of the Code) for purposes of the Code, and (iii) section 401(a)(9)(B) of the Code (other than clause (iv) thereof) shall apply to such plan. Any Nonspouse Rollover shall be made in accordance with the Pension Protection Act of 2006, Internal Revenue Service Notice 2007-7 and any subsequent guidance. Participants can roll over an eligible rollover distribution into a Roth IRA described in Code section 408A to the extent the rollover is permitted under the rules of Code section 408A(e).

(3) *Distributee.* A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a QDRO as defined in Code section 414(p), are distributees with regard to the interest of the Spouse or former Spouse. A Distributee shall also include a nonspousal Distributee who is a designated Beneficiary (as defined by Code section 401(a)(9)(E)) of the Employee or former Employee.

(4) *Direct rollover.* A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

6.18 Maximum Benefits

(a) Notwithstanding any other provision of this Plan, no accrual of benefits under the Plan and no benefits distributed under the Plan shall exceed the limitations prescribed in Section 415 of the Code and the Treasury Regulations thereunder, which are incorporated herein by reference, as if said Section and Treasury Regulations were stated word-for-word herein.

(b) At all times, the Plan's limitation year is the calendar year.

(c) The cost-of-living adjustments in the dollar limits provided for in Section 415(d) of the Code are hereby incorporated by reference and shall be automatic, including those for Participants who have incurred a "severance from employment," as defined in Treasury Regulation section 1.415(a)(1)(f)(5), but shall not apply to Participants whose benefits under the Plan are in pay status.

For purposes of applying the limitations of Section 415(b), all defined benefit plans (whether or not terminated) of an Employer shall be treated as one defined benefit plan; provided, however, that this Plan shall not be aggregated with other multiemployer plans. If an Employer sponsors a plan which is not a multiemployer plan, such plan shall be aggregated with this Plan (except for purposes of applying the limits of Code section 415(b)(1)(B)) only to the extent that benefits provided under this Plan are provided by the Employer with respect to an Employee who participates in both plans. For purposes of applying the limitations hereunder, only contributions and benefits of the Employer employing the Employee shall be taken into account.

6.19 Lump Sum Payments

If the actuarial equivalent of any monthly benefit payable under the Plan is $1,000 or less, the Trustees shall automatically pay such amount as a lump sum benefit. If the actuarial equivalent of any monthly benefit payable under the Plan is between $1,000 and $5,000, the Participant may elect to receive such amount as a lump sum benefit. The amount of a lump sum payment shall be calculated using the Applicable Mortality Table and the Applicable Interest Rate set forth in Sections 1.1 and 1.2.

6.20 Adjustments For Payments Commencing After Normal Retirement Age

(a) If the Annuity Starting Date is after the Participant's Normal Retirement Age, the monthly benefit will be the accrued benefit at Normal Retirement Age, actuarially increased for each complete calendar month for which benefits are not suspended between Normal Retirement Age and the Annuity Starting Date, and then converted as of the Annuity Starting Date to the benefit payment form elected in the pension application or to the automatic form of Qualified Joint and Survivor Pension if no other form is elected.

(b) If the Participant first becomes entitled to additional benefits after the Normal Retirement Age, whether through additional service or because of a benefit increase, the actuarial increase in those benefits will start from the date they would have been paid rather than Normal Retirement Age.

(c) The actuarial increase will be 1% per month for the first 60 months after Normal Retirement Age, and 1.5% per month for each month thereafter until the Participant's Required Beginning Date. Any payments for the period between the Required Beginning Date that is the April 1st following the year in which the Participant reached age 70-½ and the date payments actually commence are to be paid as a lump sum, adjusted for interest at an annual rate of four percent.

6.21 Recovery of Overpayments

If for any reason benefit payments are made to any person from the Plan in excess of the amount which is due and payable under this Plan, the Trustees shall have full authority, in their sole and absolute discretion, to recover the amount of any overpayment (plus interest at the Applicable Interest Rate as defined in Section 1.1). That authority shall include, but shall not be limited to, (i) the right to reduce benefits payable in the future to the person who received the overpayment, (ii) the right to reduce benefits payable to a surviving Spouse or other beneficiary who is, or may become, entitled to receive payments under the Plan following the death of that person, and/or (iii) the right to initiate a lawsuit or take such other legal action as may be necessary to recover any overpayment (plus interest and costs).

ARTICLE VII – MISCELLANEOUS

7.1 Non-Reversion

In no event shall any of the corpus or assets of the Pension Fund revert to the Employers or be subject to any claims of any kind or nature by the Employers, except for the return of an erroneous contribution with the time limits prescribed by law.

7.2 Limitation of Liability

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

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

7.3 New Employers

(a) If an Employer is sold, merged or otherwise undergoes a change of company identity, the successor company shall participate as to the Employees therefore covered in the Pension Plan just as if it were the original company, provided it remains an Employer.

(b) No new Employer may be admitted to participation in the Pension Fund and this Plan except upon approval by the Trustees. The participation of any such new Employer shall be subject to such terms and conditions as the Trustees may lawfully prescribe including, but not limited to, the imposition of waiting periods in connection with the commencement of benefits, a requirement for retroactive contributions, or the application of modified benefit conditions and amounts. In adopting applicable terms or conditions, the Trustees shall take into account such requirements as they, in their sole discretion, may deem necessary to preserve the actuarial soundness of the Pension Fund and to preserve an equitable relationship with the contributions required from other participating Employers and the benefits provided to their Employees. Such terms and conditions are defined in Section 4.1.

7.4 Terminated Employer

(a) This Section 7.4 establishes the respective obligations of the Pension Fund and of an Employer that ceases to participate in the Pension Fund as an Employer with respect to a bargaining unit.

(b) An Employer ceases to participate in the Pension Fund with respect to a bargaining unit if it is determined by the Trustees to be terminated because it no longer has a Collective Bargaining Agreement for the bargaining unit requiring contributions to the Pension Fund.

(c) Upon the termination of the participation of an Employer's bargaining unit, the Trustees may, in the interest of preserving the actuarial soundness of the Pension Fund, limit the liability of the Fund so that it is not liable for benefits accrued as a result of service within a bargaining unit before or after its participation in the Plan. Neither shall the Trustees, the Employers who remain as Employers (with respect to the units for which they continue to maintain this Plan), or the Union be obliged to make such payments.

(d) The Trustees may discharge their liability under this Section by allocating assets sufficient to meet their liability for benefits, as defined under Subsection (c) or by transferring such assets to a successor plan, if one has been established and maintained by the Employer or to the Pension Benefit Guaranty Corporation or to a Trustee appointed pursuant to Title IV of ERISA.

(e) The Trustees may amend this Section if, and to the extent, necessary to retain the status of the Plan as a "multiemployer" pension plan under ERISA.

7.5 Termination

The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. In the event of a termination of this Plan, the rights of all affected Participants to benefits then accrued, to the extent then funded, shall thereupon become 100% vested and nonforfeitable. Upon a termination of the Plan, the Trustees shall take such steps as they deem necessary or desirable to comply with Sections 4041a and 4281 of ERISA.

7.6 Laws Applicable

This Plan is intended to comply with ERISA and with the requirements for tax qualification under the Internal Revenue Code of 1986, as amended, and all regulations thereunder, and is to be interpreted and applied consistent with that intent.

7.7 Scrivener's Error

In the event of a scrivener's error that renders a Plan term inconsistent with the Trustees' intent, the Trustees' intent controls, and any inconsistent Plan term is made expressly subject to this requirement. The Trustees have the authority to review objective evidence to conform the Plan term to be consistent with the Trustees' intent. Any determination made by the Trustees shall be given deference in the event it is subject to judicial review and shall be overturned only if it is arbitrary and capricious.

7.8 Funding of Pensions

The Trustees shall establish and carry out a funding policy and method consistent with the objectives of the pension program and the requirements of ERISA. All benefits provided by the Plan and all expenses incurred by the Trustees in the administration of the Plan shall be paid directly by the Trustees with the assets of the Fund. The Trustees shall have actuarial valuations prepared periodically to verify that the benefits provided by the Plan and the contributions payable by the Employers are consistent with the minimum funding standards of ERISA and the Code. It shall be the policy of the Trustees that the Plan meet the minimum funding standards of ERISA and the Code.

ARTICLE VIII – AMENDMENTS

8.1 Amendment

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

(a) As necessary to establish or maintain the qualification of the Plan or the Trust Fund under the Code and to maintain compliance of the Plan with the requirements of ERISA; or

(b) If the amendment meets the requirements of Section 302(c)(8) of ERISA and Code section 412(c)(8), and the Secretary of Labor has been notified of such amendment and has either approved of it or, within 90 days after the date on which such notice was filed, he or she failed to disapprove.

Except as permitted by Regulations, no Plan amendment or transaction having the effect of a Plan amendment (such as a merger, Plan transfer or similar transaction) shall be effective to the extent it eliminates or reduces any “Code section 411(d)(6) protected benefit” or adds or modifies conditions relating to “Code section 411(d)(6) protected benefits” the result of which is a further restriction on such benefit unless such protected benefits are preserved with respect to benefits accrued as of the later of the adoption date or the effective date of the amendment. “Code section 411(d)(6) protected benefits” are benefits described in Code section 411(d)(6)(A), early retirement benefits and retirement-type subsidies, and optional forms of benefit.

ARTICLE IX – PRO RATA PENSIONS

9.1 Purpose

Pro Rata Pensions are provided under this Plan for Participants who would otherwise be ineligible because their years of employment have been divided between Covered Employment and employment covered by another pension plan or whose pensions would otherwise be less than the full amount because of such division of employment.

9.2 Related Plans

By resolution duly adopted, the Trustees may recognize another pension plan as a Related Plan.

9.3 Related Credit

Pension (service) Credit accumulated and maintained by a Participant under a Related Plan shall be recognized under this Plan as Related Pension Credit. The total of a Participant’s Related Pension Credit and the Pension Credit which he has accumulated and maintained directly under this Plan (referred to in this Article as 282 Pension Credit) shall be known as his Combined Pension Credit. For the purpose of this Plan, the term Related Pension Credit does not include service under the coverage of a Plan which is not recognized by the Trustees of the Plan as a Related Plan.

9.4 Eligibility

(a) An Employee shall be eligible for a Pro Rata Pension under this Plan if he meets all of the following requirements:

(1) he would be eligible for a Normal, Reduced, Early Retirement, Disability, or a Service Pension under this Plan if his Combined Pension Credit were treated as 282 Pension Credit.

(2) he has credit for at least eight quarters of 282 Pension Credit based on actual employment except that no more than two such quarters shall be required if he has credit for at least six quarters based on actual employment under the coverage of a Related Fund or Funds;

(3) he is found entitled to a Pro Rata Pension from the Pension Fund under which he is last covered before his Retirement. The Pension Fund under which an Employee is "last covered before his retirement" shall be deemed to be the following:

(A) the Pension Fund associated with the local union of which he is a member at the time of, or immediately prior to, his Retirement, or, if he is not then a member of any one such local union; then

(B) the Pension Fund under the coverage of which he was principally employed during the period of 36 consecutive calendar months immediately preceding his Retirement.

(4) a pension is not payable to him from a Related Pension Plan independently of its provisions for Pro Rata Pensions (or its equivalent provisions, regardless of name). An Employee who is otherwise eligible for such a non-Pro Rata Pension may fulfill this requirement by electing not to apply for, or by waiving such other pension.

(b) The rule with respect to Breaks in Service as set forth in Section 4.3 shall be applied to determine whether prior Combined Pension Credit shall be cancelled, but Related Pension Credit shall be considered in determining whether a break has occurred.

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

9.5 Benefit Amount

(a) The amount of the Pro Rata Pension shall be determined as follows:

(1) There shall first be determined the amount of the pension to which the Employee would be entitled under this Plan if his Combined Pension Credit had all been 282 Pension Credit. This shall be the amount before rounding-up.

(2) A percentage of that amount shall then be taken based on the percentage of the Participant's employment for which contributions were made to this Pension Fund. More specifically the amount determined under Subsection (1) above shall be multiplied by the following ratio: (A) divided by the sum of (A) plus (B), where:

(A) is the number of quarters of 282 Pension Credit earned by the Employee on the basis of actual Covered Employment for which an Employer has contributed to this Pension Fund; and

(B) is the total quarters of Related Pension Credit earned by the Employee on the basis of actual employment of the Employee since for which an Employer has contributed to the Related Pension Plan or Plans.

(3) The resulting benefit amount shall be rounded off to the next higher multiple of fifty cents.

(b) For the purpose of this Section, any time prior to the most recent period establishing 25 years of Combined Pension Credits shall be disregarded except in the instances of calculations for a Pro Rata Thirty Year Pension and for calculations for additional benefits granted for Combined Pension Credits in excess of thirty years where the Related Plans provide similar provisions.

(c) "Actual employment for which an Employer has contributed" to this or to a Related Pension include:

(1) Periods of employment for which the Employer was obligated by his Collective Bargaining Agreement to contribute, even though such contributions were not actually paid.

(2) Periods of employment but before the Employer became obligated to contribute to the Pension Fund, provided the employment was in a job classification subsequently covered by an obligation on the Employer to contribute, but only to the extent that the provisions of such Pension Plan grant Pension Credit for such prior periods.

(3) With respect to an individual company pension plan which is recognized as a Related Plan, periods of employment following establishment of that Plan insofar as that job classification is concerned.

Actual employment for which an Employer has contributed to this Pension Fund shall not, however, include any employment, the contributions for which have been transferred to another pension fund.

9.6 Non-Duplication of Credits

(a) In determining the benefit amount under Section 9.5(a)(1), an Employee shall not receive more in Combined Pension Credit for any given quarter or year than he would receive in Pension Credit if all of his relevant employment were under the coverage of that plan (whether it be this Plan or one of the Related Plans under which he has worked) which would grant him the greatest amount of credit for that particular period. However, for the purposes of Section 9.5(a)(2), "A" shall be the number of the Employee's 282 Pension Credits determined independently of his Related Pension Credits and "B" shall be the number of the Employee's Related Pension Credits determined independently of his 282 Pension Credits notwithstanding duplicate credits resulting from split employment within particular quarter(s) or year(s).

(b) If in a particular Pension Quarter an Employee has not had a sufficient number of days of Covered Employment to be credited with that quarter as 282 Pension Credit but he would be so credited if his days of employment under the coverage of a Related Pension Plan were also counted as if they were days of Covered Employment, he shall be credited with that quarter of Related Pension Credit.

9.7 Payment

(a) Payment of a Pro Rata Pension shall be subject to all of the conditions applicable to the other types of pensions under this Plan, including, without limitation, the requirements for Retirement as defined herein.

(b) To permit a Pensioner receiving a Pro Rata Pension to receive his aggregate benefits in one monthly pension check, instead of several, the Trustees may authorize the trustees or administrator of a Related Plan or a bank, trust company, or insurance company to make payment of a Pro Rata Pension as agent for the Trustees of this Plan. The Trustees of this Plan are authorized to act similarly as agent for the trustees, corporate trustee, or administrator of a related Plan in making payment of pensions for which the Related Plan is obligated to Pensioners under this Plan.

9.8 Honoring of Pension Credit

The Trustees shall credit quarters of Related Pension Credit on the basis on which those quarters of credit have been credited under the Related Plan under which the relevant employment occurred.

The pension funds which have reciprocal agreements with Local 282 are those identified with the following Teamster Local Unions: 27, 138, 202, 478, 553, 560, 617, 641, 701, 707, 807, 813, 814, 816.

ARTICLE X – PARTIAL PENSIONS UNDER THE NATIONAL RECIPROCAL AGREEMENT FOR TEAMSTER PENSION FUNDS

10.1 Purpose

Partial Pensions are provided under this Plan in accordance with the National Reciprocal Agreement for Teamster Pension Funds for Employees who would otherwise lack sufficient Pension Credit to be eligible for a pension benefit provided under the other provisions of this Plan because their years of employment are divided between this Plan and one or more other plans, and Participants who are eligible for a pension under this Plan in a lesser amount than would be available if their years of employment were not so divided.

10.2 Related Plans

In accordance with the National Reciprocal Agreement for Teamster Pension Funds, the Trustees of this Plan recognize each pension plan covering participants employed under one or more Teamsters collective bargaining agreements or covering employees of locals affiliated with the International Brotherhood of Teamsters ("IBT") which has executed or hereafter executes the National Reciprocal Agreement as a Related Plan.

10.3 Related Service Credit

Service Credit, credited to a Participant under a Related Plan from which the Participant is entitled to Reciprocal Benefits, for employment only under that Related Plan, certified by the Related Plan to this Plan, shall be recognized under this Plan as Related Service Credit. No Related Service Credit shall be recognized with respect to employment under the Related Plan that is simultaneously credited under the provisions of this Plan.

10.4 Combined Service Credit

The total of a Participant's pension credit under this Plan and Related Service Credit shall comprise the Participant's Combined Service Credit. No more than one year of Combined Service Credit shall be counted in any calendar year.

10.5 Eligibility

(a) A participant shall be eligible for Reciprocal Pension Benefits under this Plan only if the Participant satisfies all of the following minimum requirements:

(1) The Participant has one or more years of Pension Credit under this Plan based on actual employment during the Contribution Period;

(2) The Participant is eligible for Reciprocal Pension Benefits from one or more Related Plans; and

(3) The Participant elects the Reciprocal Pension Benefit under this Plan and one or more Related Plans in lieu of any other pension benefit payable under such Plans. Notwithstanding the foregoing, however, a Participant who is entitled to a pension other than a Partial Pension from this Plan or a Related Plan may elect to waive the other pension and qualify for the Partial Pension.

(b) The foregoing is not to be construed to require this Plan or any Related Plan to grant Reciprocal Pension Benefits to a participant who does not satisfy the minimum requirements of this Plan and the Related Plan or Plans. Nor is this Plan required to recognize non-contributory service credit under a Related Plan as contributory service for any purposes under this Plan to the extent that this Plan specifically requires contributory service.

10.6 Break in Service

A period during which a Participant earns Related Service Credit shall not be counted as a Break in Service under the rules of this Plan.

10.7 Reciprocal Benefit Amount

The amount of the Reciprocal Pension Benefit shall be the Participant's accrued benefit with respect to Pension Credit under this Plan calculated at the level of benefits in effect when the Participant last earned credit under any Plan required to pay the Participant Reciprocal Pension Benefits.

10.8 Form of Benefit Payment

A Participant who is entitled to receive a Reciprocal Pension Benefit in accordance with this Article shall be entitled to elect any form of benefit payment provided under this Plan with respect to non-Reciprocal Pension Benefits, at the same time and in the same manner as all other participants.

10.9 Qualified Pre-Retirement Survivor Annuity

The surviving Spouse of a deceased married Participant shall be eligible for the Qualified Pre-Retirement Survivor Annuity provided under this Plan if the Spouse would have been eligible for the benefit if the Participant's Combined Service Credit had all been Service Credit under this Plan.

10.10 Payment of Reciprocal Pensions

The payment of Reciprocal Pension Benefits under this Article shall be subject to all other limitations of this Plan applicable to all other types of benefits provided under the Plan. The Participant shall be required to comply with all of the lawful conditions regarding post-Retirement employment adopted by the Plan.

10.11 Effective Date

(a) This Article shall be effective on January 1, 2002.

(b) Participants who on the Effective Date of this Article were eligible for and had applied for, or were receiving Reciprocal Benefits under the predecessor National Reciprocal Agreement shall not, by reason of the adoption of this Article governing Reciprocal Pension Benefits, forfeit or suffer any reduction of their Reciprocal Pension Benefits. The benefits provided pursuant to this Article shall not apply to any Participant who has Retired prior to the Effective Date.

ARTICLE XI – PROVISIONS TO COMPLY WITH EGTRRA AND 2001/02 REGULATORY CHANGES

11.1 Increase in Limit on Compensation Taken Into Account

(a) Increase in Limit. The annual compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2014 shall not exceed $265,000. For this purpose, annual compensation means compensation during the

Plan Year or such other consecutive 12-month period over which compensation is determined under the Plan (the "determination period"). For purposes of determining benefit accruals in a Plan Year beginning before January 1, 2014, compensation for any prior determination period shall be limited as provided in Subsection (c) below. To the extent that any other provision of this Plan document is inconsistent with the provisions of this Section, the provisions of this Section shall govern.

(b) Cost-of-Living Adjustment. The $265,000 limit on annual compensation in Subsection (a) above shall be adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

(c) Compensation Limit for Prior Determination Periods. In determining benefit accruals in Plan Years beginning after December 31, 2001, the annual compensation limit in Subsection (a) above, for determination periods beginning before January 1, 2015, shall be $150,000 for any determination period beginning in 1996 or earlier; $160,000 for any determination period beginning in 1997, 1998, or 1999; $170,000 for any determination period beginning in 2000 or 2001; $205,000 for any determination period beginning in 2004; $210,000 for any determination period beginning in 2005; $220,000 for any determination period beginning in 2006; $225,000 for any determination period beginning in 2007; $230,000 for any determination period beginning in 2008; $245,000 for any determination period beginning in 2009, 2010, or 2011; $250,000 for any determination period beginning in 2012; $255,000 for any determination period beginning in 2013; and $260,000 for any determination period beginning in 2014.

11.2 Minimum Distribution Requirements

(a) General Rules

(1) *Effective Date.* The provisions of this Section 11.2 shall apply for purposes of determining required minimum distributions.

(2) *Precedence.* The requirements of this Section 11.2 will take precedence over any inconsistent provisions of the Plan.

(3) *Requirements of Treasury Regulations Incorporated*. All distributions required under this Section 11.2 shall be determined and made in accordance with the Treasury regulations under Code section 401(a)(9).

(b) Time and Manner of Distribution

(1) *Required Beginning Date.* The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(2) *Death of Participant before Distributions Begin*. If the Participant dies before distributions begin, the Participant's entire interest

will be distributed, or begin to be distributed, no later than as follows:

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

(B) If the Participant's surviving Spouse is not the Participant'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 Participant died.

(C) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire remaining interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(D) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 11.2(b)(2), other than Section 11.2(b)(2)(A), will apply as if the surviving Spouse were the Participant.

(3) For purposes of this Section 11.2(b) and of Section 11.2(e) below, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 11.2(b)(2)(D) applies, the date distributions are required to begin to the surviving Spouse under Section 11.2(b)(2)(A)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Subsection (b)(2)(A)), the date distributions are considered to begin is the date distributions actually commence.

(4) *Form of Distribution.* Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Section 11.2(c)-(e) below. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code section 401(a)(9) and the Treasury regulations thereunder. Any part of the Participant's interest that is in the form of an individual account described in Code section 414(k) will be distrib-

uted in a manner satisfying the requirements of Code section 401(a)(9) and the Treasury regulations that apply to individual accounts.

(c) Determination of Amount to be Distributed Each Year

(1) *General Annuity Requirements.* If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

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

(B) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 11.2(d) or (e) below;

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

(D) payments will either be non-increasing or increase only as follows:

(i) 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;

(ii) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Subsection (d) below dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Code section 414(p);

(iii) to provide cash refunds of employee contributions upon the Participant's death; or

(iv) to pay increased benefits that result from a Plan amendment.

(2) *Amount Required to be Distributed by Required Beginning Date.* The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 11.2(b)(2)(A) or (B) above) 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 Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calcula-

tion of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(3) *Additional Accruals after First Distribution Calendar Year.* Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) <u>Requirements for Annuity Distributions that Commence During Participant's Lifetime</u>

(1) *Joint Life Annuities where the Beneficiary is not the Participant's Spouse*. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-Spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the Designated Beneficiary after the Participant'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 Participant using the table set forth in Q&A-2 of Treasury Regulations section 1.401(a)(9)-6T. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-Spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.

(2) *Period Certain Annuities.* Unless the Participant's Spouse is the sole Designated Beneficiary and the form of distribution is a period certain and not a life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Treasury regulations section 1.401(a)(9)-9 for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table in Treasury regulations section 1.401(a)(9)-9 plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole Designated Beneficiary and the form of distribution is a period certain and not a life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 11.2(d)(2), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Treasury regulations section 1.401(a)(9)-9, using the Partici-

pant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

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

(1) *Participant Survived by Designated Beneficiary.* If the Participant dies before the date distribution of his interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 11.2(b)(2)(A) or (B) above, over the life of the Designated Beneficiary or over a period certain not exceeding:

(A) unless the Annuity Starting Date occurs before the first distribution calendar year, the Life Expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) if the Annuity Starting Date occurs before the first distribution calendar year, the Life Expectancy of the Designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

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

(3) *Death of Surviving Spouse before Distributions to Surviving Spouse Begin.* If the Participant dies before the date distribution of his interest begins, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section 11.2(e) will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 11.2(b)(2)(A) above.

(f) Definitions. For purposes of this Section 11.2, the following terms shall have the meaning set forth below—

(1) *Designated Beneficiary.* The individual who is designated as the Beneficiary under the Plan and is the Designated Beneficiary under Code section 401(a)(9) and Treasury regulations section 1.401(a)(9)-1, Q&A-4.

(2) *Distribution Calendar Year.* A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the

calendar year immediately preceding the calendar year that contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 11.2(b)(2) above.

(3) *Life Expectancy.* Life expectancy as computed by use of the Single Life Table in Treasury regulations section 1.401(a)(9)-9.

(4) *Required Beginning Date.* The Required Beginning Date is the date set forth in Section 6.6(e).

ARTICLE XII – TOP HEAVY RULES

12.1 Applicability

The provisions of this Section shall apply to any non-collectively bargained participants for any Plan Year if, as of the applicable Determination Date, the Plan constitutes a Top-Heavy Plan.

12.2 Definitions

The following definitions apply to this Section and, unless otherwise specifically stated in another Section hereof, do not apply to any other Section of this Plan.

(a) Determination Date: With respect to each Plan Year, the Determination Date shall be the final day of the immediately preceding Plan Year; provided, however, that with regard to the Plan's initial Plan Year the "Determination Date" shall be the last day of the first Plan Year.

(b) Key Employees. Any Employee or former Employee (including any deceased Employees) of an Employer who at any time during the Plan Year that includes the Determination Date, with respect to an Employer is or was:

(1) an officer having annual compensation greater than $170,000 (as adjusted under Code section 416(i)(1) for Plan Years beginning after December 31, 2013),

(2) a 5% owner, or

(3) a 1% owner whose aggregate annual compensation from an Employer is in excess of $150,000.

For this purpose, annual compensation means compensation within the meaning of section 415(c)(3) of the Code.

For purposes of (1) above, no more than the lesser of (A) 50 or (B) the greater of (1) 3 or (2) 10% of the total employees of an Employer shall be considered owners.

For this purpose of this Article XII, 5% owner and 1% owner have the same meaning as set forth in Section 416(i) of the Code.

The determination of who is a Key Employee shall be made in accordance with Code section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

(c) Non-Key Employee: Any Employee who is not a Key Employee.

(d) Aggregated Plans: All plans of the Employer satisfying the requirements of Code section 401(a) which (i) are required to be aggregated with the Plan pursuant to Code section 416(g)(2)(A)(i), including each plan in which a Key Employee participates in the Plan Year containing the Determination Date and each other plan which must be considered with such plan in order for such plan to meet the requirements of Code section 401(a)(4) or Code section 410, and (ii) the Trustees elect to aggregate with the Plan pursuant to Code section 416(g)(2)(A)(ii), including any other plan as elected by the Trustees that satisfies the requirements of Code sections 401(a)(4) and 410 when considered together with the plans required to be aggregated as described in (i) above. A terminated or frozen plan shall be treated as an Aggregated Plan only in accordance with Treasury Department regulations.

(e) Top-Heavy Plan: The Plan shall constitute a "Top-Heavy Plan" for any Plan Year if, as of the most recent Valuation Date which is within the twelve month period ending on the Determination Date, the sum of (i) the accounts of Key Employees under any Aggregated Plan that is of a defined contribution type; and (ii) the present value of the cumulative accrued benefits of Key Employees under any Aggregated Plan that is of a defined benefit type exceeds sixty percent (60%) of the sum of (i) the accounts of all Employees under any Aggregated Plan that is of a defined contribution type; and (ii) the present value of the cumulative accrued benefits of all Employees under any Aggregated Plan that is of a defined benefit type. The above determinations shall be made in accordance with Code section 416(g).

(f) In determining the present value of Accrued Benefits for Aggregated Plans of the defined benefit variety and accounts for Aggregated Plans of the defined contribution variety, the following rules shall prevail:

(1) The Accrued Benefit for each current Employee shall be computed as if the Employee voluntarily terminated service as of the Determination Date.

(2) The interest rate to be used shall be five percent (5%) and post-Retirement mortality shall be determined based on the 1971 Group Mortality Table for Males. There shall be no assumption as to pre-Retirement mortality or future increases in cost of living.

(3) A qualified joint and survivor annuity within the meaning of Code section 401(a)(11) is the normal form of benefit. For purposes of determining the present value of the Accrued Benefit, the Eligible Spouse of the Participant or Former Participant shall be assumed to be the same age as the Participant or Former Participant.

(4) Present Benefit Value shall also include, to the extent not otherwise included, any amounts distributed to the Participant or

the Participant's Beneficiary under this Plan or an Aggregated Plan during the one-year period ending on the Determination Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been an Aggregated Plan. In the case of any distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "five-year period" above for "one-year period."

Present Benefit Value shall not include the present value of any accrued benefit under a defined benefit plan or the account balance under a defined contribution plan with respect to a Participant who has not performed services for an Employer at any time during the one-year period ending on the applicable Determination Date, or with respect to a Participant who is not a Key Employee for a Plan Year, although such person was a Key Employee in a prior Plan Year.

(5) The employer contribution account shall be determined as of the most recent Valuation Date occurring within the 12-month period ending on the Determination Date.

(6) An adjustment shall be made for any contributions due as of the Determination Date. Such adjustment shall be the amount of any contributions actually made after the Valuation Date but before the Determination Date, except that for the first Plan Year such adjustment shall also reflect the amount of any contributions made after the Determination Date that are allocated as of a date in the first Plan Year.

(7) The Accrued Benefit or account balance with respect to any Employee shall be increased by the aggregate distributions made to such Employee from any Aggregated Plan during the 5-year period ending on the Determination Date; provided, however, that any distribution made after a Valuation Date but prior to the Determination Date shall not be counted as a distribution to the extent already included as of the Valuation Date.

(8) Any Employee contributions, whether voluntary or mandatory, shall be included. However, amounts attributable to tax deductible qualified employee contributions shall not be considered to be a part of the account.

(9) With respect to unrelated rollovers and plan-to-plan transfers (ones which are both initiated by the Employee and made from a plan maintained by one employer to a plan maintained by another employer), if this Plan provides for rollovers or plan-to-plan transfers, it shall always consider such rollovers or plan-to-plan transfers as a distribution for purposes of this Section.

(10) With respect to related rollovers and plan-to-plan transfers (ones either not initiated by the Employee or made to a plan maintained by the same employer), if this Plan provides the rollover or plan-to-plan transfer, it shall not be counted as a

distribution for purposes of this Article XII. If this Plan is the plan accepting such rollover or plan-to-plan transfer, it shall consider such rollover or plan-to-plan transfer as part of the Employee's account, irrespective of the date on which such rollover or plan-to-plan transfer is accepted.

(11) For purposes of determining whether the employer is the same employer under Subsections (9) and (10), above, such Employer and all affiliated companies shall be treated as the same employer.

(12) For purposes of this Section, a Beneficiary of any deceased Employee shall be considered a Participant hereunder.

(13) Notwithstanding anything herein to the contrary, no individual shall be counted as an Employee or Participant for purposes of this Article XII if such individual has not performed services for any Employer at any time during the five-year period ending on a Determination Date.

(14) Proportional subsidies shall be ignored (and only non-proportional subsidies shall be taken into account in testing top-heaviness in a defined benefit plan).

(15) For purposes of determining whether a Plan is top-heavy, a Participant's Accrued Benefit in a defined benefit plan will be determined under a uniform accrual method which applies in all defined benefit plans maintained by an Employer or, where there is no such method, under the fractional rule.

(g) Top-Heavy Plan Year: "Top-Heavy Plan Year" shall mean a Plan Year in which a Year of Service is accrued by the Top-Heavy Participant, provided that no Plan Year shall be classified as a Top-Heavy Plan Year if in such Plan Year the Plan was not a Top-Heavy Plan.

(h) Top-Heavy Participant: "Top-Heavy Participant" shall mean each Participant and any Employee who is excluded from being a Participant (or who accrued no benefit) because his or her compensation was less than a stated amount or any Employee who is excluded from being a Participant because of a failure to make mandatory employee contributions.

(i) Testing Period: "Testing Period" shall mean with respect to a Top-Heavy Participant the five consecutive Top-Heavy Plan Years of employment of such Top-Heavy Participant by an Employer during which the aggregate Top-Heavy Compensation paid by such Employer to such Top-Heavy Participant was the highest, or if the Plan was a Top-Heavy Plan for less than five Top-Heavy Plan Years, the number of Top-Heavy Plan Years. Exclusion of a Plan Year as a Top-Heavy Plan Year because a Year of Service was not accrued or because of (a) or (b), above, shall not be deemed to break the consecutiveness of the surrounding Top-Heavy Plan Years.

(j) Valuation Date: "Valuation Date" shall mean the valuation date used for computing Plan costs for minimum funding purposes of the Plan.

12.3 Minimum Benefit

(a) Subject to the provisions of subsection (b), below, each Participant other than a Key Employee shall accrue in each Plan Year in which the Plan is a Top-Heavy Plan an additional benefit to the extent required to assure that such Participant accrues from this Plan and all other defined benefit plans of the Employer an Accrued Benefit at any point in time equal to an annual Retirement benefit (excluding any benefit attributable to a Participant's own contributions) payable in the form of a straight life annuity commencing at the Participant's Normal Retirement Date not less than the product of

(1) the Participant's average Section 415 Compensation during the Testing Period; and

(2) two percent (2%) multiplied by the number of the Participant's Top-Heavy Plan Years which are included in the definition of Credited Service;

provided that the additional benefit shall not be accrued to the extent that such additional benefit would increase the Participant's annual Retirement benefit payable in the form of a straight life annuity commencing at the Participant's Normal Retirement Date to an amount in excess of twenty percent (20%) of the Participant's Section 415 Compensation during the Testing Period.

(b) If the Participant (other than a Key Employee) is also a participant in a qualified defined contribution plan of an Employer, the additional benefits due under Subsection (a), above, shall be reduced by the actuarial equivalent of the benefits derived by the Participant under such defined contribution plan calculated on the basis of actuarial equivalent under this Plan; provided, however, that if the defined contribution plan's contributions and forfeitures allocated to the account of each such Participant is equal to five percent (5%) or more of Top-Heavy Compensation each year the Plan is a Top-Heavy Plan, no additional benefit shall be required under Subsection (a), above.

12.4 Required Vesting

Notwithstanding anything herein to the contrary, if the Plan is a Top-Heavy Plan for any Top-Heavy Plan Year, then Participants' accounts shall vest in accordance with the following schedule:

Completed Years of Service	Vested Percentage
less than 2 years	0%
2 years but less than 3 years	20%
3 years but less than 4 years	40%
4 years but less than 5 years	60%
5 years or more	100%

If for any Plan Year the Plan ceases to be a Top-Heavy Plan, a Participant's pension shall not be as set forth in this Section, but shall instead be as set forth in the Plan's non-top heavy benefit formula, provided that any portion of the accrued benefit accrued as of the last day of the Plan Year immediately preceding the Plan Year in which the Plan ceased to be Top-

Heavy that was nonforfeitable shall remain nonforfeitable and any Participant with three or more years of Vesting Service shall have the right to elect to have his vesting percentage pursuant to the schedule established under this Section rather than pursuant to the Plan's non-top heavy vesting schedule.

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